

October 23, 1998
weller~1
clerk 10/23/98

Introduced By: ROB MCKENNA

Proposed No.: 98-670

ORDINANCE NO. **13380**

AN ORDINANCE authorizing execution of an agreement establishing the responsibilities for construction, operation and maintenance of the Weller street pedestrian bridge.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The county executive is hereby authorized on behalf of the county to execute the Weller street pedestrian bridge agreement in substantially the form of the agreement attached to this ordinance.

SECTION 2. The appropriate county officials, agents and employees are hereby authorized to take all actions necessary to implement the agreement and all actions previously taken by county officials, agents and employees consistent with the terms and purposes of the agreement are hereby ratified, confirmed and approved.

SECTION 3. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the county is declared by any court of competent

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1 jurisdiction to be contrary to law, then the covenant or covenants, agreement or agreements,
2 are null and void and are deemed separable from the remaining covenants and agreements of
3 this ordinance and in no way affect the validity of the other provisions of this ordinance or of
4 the agreement.

5 INTRODUCED AND READ for the first time this 16th day of
6 November, 1998.

7 PASSED by a vote of 13 to 0 on this 14th day of December,
8 1998.

9 KING COUNTY COUNCIL
10 KING COUNTY, WASHINGTON

11 Louise Miller
12 Chair

13 ATTEST:

14 Zimmerman
15 Clerk of the Council

16 APPROVED this 16 day of December, 1998

17 [Signature]
18 King County Executive

19 Attachment: A. Weller Street Pedestrian Bridge Agreement

WELLER STREET PEDESTRIAN BRIDGE
AGREEMENT

THIS AGREEMENT is entered into by and among The City of Seattle, ("City"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through its Department of Transportation ("WSDOT"), King County ("County"), the Washington State Public Stadium Authority ("PSA").

RECITALS

A. The parties desire to encourage public transportation and ease pedestrian movements in and around the area surrounding King Street Station, the Kingdome, the planned exhibition hall and football stadium, the International District Tunnel Station and Union Station.

B. The parties have participated in preliminary planning of a pedestrian bridge between Fourth Avenue and what is now the north parking lot of the Kingdome site (hereinafter referred to as the "Weller Street Pedestrian Bridge" or the "bridge"). For purposes of environmental review and funding design and construction, the bridge constitutes one component of the larger project commonly known as the "SR 519 Intermodal Access Project", which Project is the subject of a design and development Memorandum of Understanding which was executed by the County, the City, WSDOT, the Port of Seattle, Burlington Northern Santa Fe Railway Company and the Washington State Major League Baseball Public Facilities District.

C. Sound Transit's light rail and commuter rail operations will benefit from the development of the bridge which will link said operations to each other and to the King Street Station, the Kingdome and the Union Station redevelopment. Sound Transit will operate light rail service with stops at the International District Tunnel station, located east of the bridge, and connected to the bridge by a pedestrian path through the Union Station redevelopment. Sound Transit will operate commuter rail service with stops at platforms to be constructed at the King Street Station and connected to the bridge by stairs and elevators.

D. The WSDOT, as part of its intercity passenger rail program operated by Amtrak, is planning to redevelop the King Street Station as an intermodal transportation facility. Current and planned WSDOT rail operations and intermodal connections thereto will benefit from the construction of the bridge. WSDOT is a party to this agreement solely for the purposes of establishing its non-voting role on the Technical Review Committee and for making a capital contribution under the provisions of Section 2.6.

E. The PSA and its developer/tenant, First and Goal, Inc. ("FGI"), will benefit from the construction of the bridge by facilitating pedestrian, bus and rail accessibility to the stadium/exhibition center area.

F. The City will benefit from the improvement of traffic and pedestrian flows in the area which will result from construction of the bridge, including improved connections between Pioneer Square and the International District. In addition, Seattle City Light will benefit by using the bridge structure as a means for carrying cables across railroad tracks to complete certain system improvements.

G. King County's Kingdome facility, bus tunnel station and surface bus zones will benefit from the bridge from the improved pedestrian path linking those facilities to each other, to the King Street Station and to new parking being developed in the area.

H. The purpose of this Agreement is to establish the parties' roles and financial contributions in the development, ownership, and ongoing maintenance of the bridge.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Bridge Location

The Weller Street Pedestrian Bridge shall be located south of King Street Station between Fourth Avenue on the east and the County's Kingdome property on the west.

2.0 Bridge Development

2.1. The parties have formed the King Street Station Area Technical Review Committee ("Committee"), which shall oversee the development of the bridge. WSDOT is a non-voting member of the Technical Review Committee. WSDOT is a party to this agreement solely for the purposes of establishing its non-voting role on the Technical Review Committee and for making a capital contribution under the provisions of Section 2.6.

2.2 The County shall administer a contract for the performance of all design work related to the bridge in accordance with the County's typical design contract administration practice for County capital projects of similar size and complexity. The contract shall provide that the selected design contractor(s) are independent contractor(s). For purposes of this Agreement, "design work" shall include all labor, material and other costs related to planning, design, cost estimating, permitting and public process presentations, and construction specifications review and advice. The final design documents, construction specifications and cost estimates shall be subject to review and approval by the Committee but such approval shall not be construed to relieve the design contractor(s) of their duties and obligations under contract or at law. Further, such approval shall not be construed to relieve the County of its obligations to the other parties as set forth in, and subject to the limitations of, this Section 2.

2.3. The County shall act as lead, and the other parties shall assist, in obtaining all permits, licenses, leases, easements, rights of entry and approvals necessary to construct the bridge. Any easements or property interests necessary for the construction work and for the post-construction use and maintenance of the bridge shall be obtained by the County and transferred to Sound Transit in a form reasonably acceptable to Sound Transit or executed directly by Sound Transit as the owner of the constructed bridge. Said easements or property interests shall run to the benefit of Sound Transit and its contractors, agents and permittees, including but not limited to the City for its use of the bridge and related land for installation of electrical distribution cables and related facilities.

2.4 The County shall procure a contract for the performance of all construction work. For purposes of this agreement, "construction work" shall include all labor, materials, equipment and other costs necessary for the grading, demolition, removal, disposal, production, erection, construction, repair, or other work required to construct the bridge and related improvements. The County shall not award the construction contract without the approval of each party acting through the Committee.

2.5 The County, in consultation with the other parties, shall administer a contract for the construction work in accordance with the County's typical construction contract administration practice for County capital projects of similar size and complexity. The contract shall provide that the selected construction contractor shall be an independent contractor which shall be responsible for determining the means and method of, and supplying the equipment and materials necessary for, constructing the bridge in accordance with the specifications provided by the design contractor(s). The County shall inspect the construction as necessary to administer the construction contract and the other parties may inspect construction progress at their discretion. Upon notification by the contractor of substantial completion of the construction work, the parties shall inspect the improvements. If any of the parties finds any work which does not meet the terms of the previously agreed-upon specifications, the party shall prepare a list of such items and submit it to the County which shall forward same to the contractor for resolution prior to final acceptance, payment and close-out of the construction contract. The County shall not issue notice

of substantial completion to the contractor without the approval of each party acting through the Committee. Inspections and approval of substantial completion by the parties shall not be construed to relieve the construction contractor of its duties and obligations whether under contract or at law. Further, such inspections and approval shall not be construed to relieve the County of its obligations to the other parties as set forth in, and subject to the limitations of, this Section 2.

2.6 The parties anticipate that the total cost of developing the bridge, including but not limited to design, acquisition of property interests and construction work, will be paid by the County, the City and the Federal Transit Administration ("FTA") as follows:

| | |
|-------------------|--------------------|
| FTA | \$4,183,118(83.2%) |
| County | 295,779(5.9%) |
| City | 350,000(7.0%) |
| WSDOT | 200,000(4.0%) |
| Total Cost | \$5,028,897 |

Upon paying eligible expenses, the County shall submit periodic requests for reimbursement to the FTA and the City. The City agrees to pay 7% of the eligible expenses paid by the County up to a maximum of \$350,000. The County shall submit periodic invoices to the City consistent with this section and the City shall pay such invoices within thirty days. WSDOT agrees to pay 4% of the eligible expenses paid by the county up to a maximum of \$200,000. Notwithstanding the above, the County shall be reimbursed by the PSA for costs incurred by the County as a result of re-design work requested by the PSA.

2.7 Sound Transit agrees to fund and construct stairs and elevators from its platforms to connect with the bridge and further accepts long-term ownership and maintenance obligations with regard to the bridge as set forth below.

2.8 In accordance with the terms of an agreement between the City and the County, attached hereto and made a part hereof as Exhibit A, the County has agreed to include in the design and construction contracts provision for installation of certain electrical distribution conduits, vaults and related facilities in and around the bridge structure for the benefit of Seattle City Light. All increased costs, including but not limited to the cost of design work, construction work, and property rights acquisition, which are attributable to the installation of City Light facilities, shall be fully reimbursed by the City. Such City reimbursement shall be in addition to the City's share of the development costs as allocated in Section 2.6.

2.9 The parties agree that County responsibility, if any, to the other parties for claims, contribution, or any causes of action whatsoever, which in any way are related to the design or construction of the bridge shall terminate coincident with the running of the statute of limitations in RCW 4.16.310.

3.0 Ownership and Use of the Improvements

3.1 Upon substantial completion of the bridge and Sound Transit's agreement that the bridge is ready for use, which agreement shall not be unreasonably withheld, the title and ownership of same shall be transferred from the County to Sound Transit and be evidenced by an executed transfer agreement as set forth in Exhibit B; provided, however, title and ownership of electrical distribution facilities installed on the bridge for the City shall be transferred to the City and be evidenced by an executed transfer agreement as set forth in Exhibit C. Title and ownership of fiber optic conduit, cables and related facilities installed on the bridge for the County shall be retained by the County. In consideration of the mutual covenants contained in this Agreement, the City and the County shall not be required to pay Sound Transit any compensation for the right to use the bridge for carrying their respective electrical and fiber optic conduit, cables and related facilities.

3.2 During any warranty period following construction of the bridge, the County and Sound Transit agree to cooperate in the enforcement of the owner's rights under any applicable warranty provisions.

3.3 To the extent the bridge is built on or over land owned by the County, the City or the PSA, said parties shall convey either a permanent easement or fee interest to Sound Transit. In consideration of the benefits which each of the said parties will enjoy as a result of the existence of the bridge, Sound Transit shall not be required to pay any amount for conveyance of the necessary property interests from said other parties.

3.4 At the time of ownership transfer, the County and Sound Transit shall enter into a written assignment of the grant agreement between the County and the FTA applicable to the bridge project. Sound Transit shall assume all statutory, regulatory and contractual obligations which arise from or are related to the use of FTA financial assistance, including but not limited to compliance with federal statutes and FTA regulations and guidelines on continuing control, management and disposition of a federally funded asset. Sound Transit shall defend, indemnify and hold harmless the County, its officials and employees from any and all claims, demands, causes of action, grievances, lawsuits or other liability whatsoever which arise out of, are incident to or are related to said statutory, regulatory and contractual obligations. Provided, however, the foregoing defense and indemnity shall not apply to claims related to the County's procurement practices, draws of grant funds and record keeping related to the design and construction of the bridge.

3.5 Sound Transit agrees that it will continue to maintain and manage the bridge until at least December 31, 2028 in such a way as to support pedestrian connections to public transportation facilities and service in the vicinity of the bridge. Sound Transit shall not regularly close the bridge except for the hours between 1:00 a.m. and 5:30 a.m. unless, after consultation with the other parties, Sound Transit determines that public health and safety or Sound Transit operational concerns require different or more restrictive times of use. This paragraph shall not preclude Sound Transit from closing, or limiting, in its sole discretion, public access to its commuter rail platform and access facilities. In the event Sound Transit ceases to allow such public use of the bridge or disposes of the bridge prior to December 31, 2028, it shall be required to make payments to the FTA, the County and the City attributable to their respective contributions to the costs incurred in developing the bridge. The amount owed to the FTA shall be determined in accordance with FTA regulations and guidelines. The amounts owed to the County and the City shall be the costs incurred by the County and the City respectively under this Agreement net of any grant reimbursements or other contributions received from other parties and reduced prorata based on the number of years the bridge was in public use.

3.6 Sound Transit shall enter into agreements with the City and the County respectively establishing reasonable terms for access to perform maintenance and repair activities related to their electrical and fiber optic facilities and Sound Transit's use of the fiber optic cables. In addition to the bridge being used to carry City electrical cables and County fiber optic cables, Sound Transit may allow incidental nontransportation uses of the bridge subject to the FTA's approval. In the event such uses generate revenue, said revenue shall be applied to the annual costs shared by the parties under Section 4, with the parties paying their percentage shares of the remaining balance.

3.7 The City confirms that the developer of the Union Station project is required as a condition of the Master Use Permit for that project to provide a traffic signal at the intersection of Fourth Avenue South and the alignment of South Weller Street and that the Union Station project is under construction at this time. The City agrees that it will maintain traffic signals, signage and a crosswalk at Fourth Avenue to enable pedestrians to cross Fourth Avenue between the bridge and the Union Station project.

4.0 Utilities, Maintenance and Security

4.1 Upon receipt of transfer of ownership to the bridge, Sound Transit shall pay all electrical power, water, sewer and any other utility charges related to operation and maintenance of the bridge.

4.2 Upon receipt of transfer of ownership to the bridge, Sound Transit shall provide or contract for all necessary maintenance and security services to the bridge, including but not limited to cleaning, sweeping, trash removal, elevator inspections and preventive maintenance, and opening and closing of the bridge. A non-binding estimate of such costs is attached for the parties' reference as Exhibit D. So long as it controls the operations of the Kingdome, the County, through its Department of Stadium Administration, is willing to perform, for compensation, such maintenance and security services as are set forth in a contract with Sound Transit.

4.3 Sound Transit's reasonable, actual cost of providing maintenance, repairs and security services shall be reimbursed on an annual basis by the other parties according to the following percentages.

| | |
|---------------|-----|
| PSA | 30% |
| Sound Transit | 30% |
| City | 20% |
| County | 20% |

4.4 Sound Transit shall purchase a general liability insurance policy covering the use and operation of the bridge in an amount it deems prudent. Such policy shall add each party as an additional insured. The cost of such policy shall also be allocated among the parties as provided in paragraph 4.3 above.

4.5 The parties shall enter into an agreement to establish a process for: (a) annually reviewing the costs and needs for bridge maintenance, repairs, security and insurance (b) developing an agreed-upon annual budget and (c) making the reimbursement payments to Sound Transit as required in this Agreement.

5.0 Property Damage and Repair or Replacement

5.1 Upon receipt of transfer of ownership to the bridge, the risk of property damage to the bridge shall be assumed by Sound Transit except to the extent the damage arises from design errors or omissions or improper construction caused by another entity. The risk of damage to the City's electrical distribution cables and facilities shall be assumed by the City.

5.2 Sound Transit shall be responsible for the repair or replacement of the bridge in the event it is damaged, but not for damage related to acts of God or other force majeure events such as earthquakes, adjacent structural collapse, terrorist activity and the like. In order to avoid the risk of an uninsured loss or damage to the bridge, Sound Transit reserves the right to place a policy for property damage coverages in an amount it deems prudent. The annual cost of such policy shall be allocated among the parties as provided in subparagraph 4.3 above.

6.0 Legal Relations

6.1 Each of the parties hereto shall comply with (a) all the terms of the agreement between the County and the Federal Transit Administration, that directly apply to such party, which terms are incorporated herein by this reference; and (b) all federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

6.2 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

6.3 Washington State law shall govern the liability, if any, of each of the parties in the event any claims arise from the design, construction, maintenance or use of the bridge.

6.4 The parties rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

6.6 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement.

7.0 Duration

7.1 This Agreement shall take effect upon its execution by all parties and shall remain in effect unless earlier terminated in accordance with this Agreement.

7.2 At any time prior to substantial completion of the bridge construction, the County may, for cause or for its convenience and without cause, terminate this Agreement by providing the other parties with written notice thirty (30) days in advance of the effective date of the termination. Cause for such termination shall include, but is not limited to, the County determining in its sole discretion that the cost of developing the bridge has increased to an unacceptable level above the project budget approved by the Committee or that the expected funding for developing the bridge has been reduced, withdrawn or limited in some material way. Before issuing a termination notice because of such an increase in costs or a decrease in available funding, the County shall consult with the other parties to determine if they are willing to contribute further funding for the project or whether other public or private funding sources can be included in the project. Sound Transit reserves the right to refuse to take title and ownership to the bridge if it is incomplete and has not been subject to substantial completion as provided in Section 3.1.

8.0 Notices

Any notice required to be given under the terms of this Agreement shall be directed to the parties at the addresses listed below. Notice shall be considered issued and effective upon receipt by the addressee or three (3) days after mailing to the place of business listed below, whichever is sooner.

County

Director
Department of Transportation
821 Second Ave.
Seattle, WA 98104

Sound Transit

Director of Commuter Rail
Sound Transit
1100 Second Ave., suite 500
Seattle, WA 98101-3423

cc: Chief Legal Counsel

City

Director of Transportation
City of Seattle
600 Fourth Avenue, Room 400
Seattle, WA 98104-1879

WSDOT

Director of Public Transportation and Rail Division
Washington State Department of Transportation
Jefferson Street and Maple Park
PO Box 47387
Olympia, WA 98504-7387

PSA

Executive Director
Washington State Public Stadium Authority
Post Office Box 4280
Seattle, WA 98104-0280

9.0 Entirety, Modifications, and Execution of Agreement

9.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

9.2 This Agreement may be extended or modified only by written instrument signed by all the parties hereto.

9.3 This Agreement shall be executed in five counterpart copies, any of which shall be considered for all purposes as the original.

10.0 Severability

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

KING COUNTY

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY

By: _____

By: _____

Date: _____

Date: _____

THE CITY OF SEATTLE

WASHINGTON STATE PUBLIC
STADIUM AUTHORITY

By: _____

By: _____

13380

Date: _____

Date: _____

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Exhibit A

AGREEMENT
BETWEEN
KING COUNTY
AND
THE CITY OF SEATTLE

THIS AGREEMENT is made and entered into by and between King County ("County") and the City of Seattle ("City").

WHEREAS, the County is acting as project lead on behalf of various governmental entities participating in the design and construction of a pedestrian walkway bridge between Fourth Avenue and the Kingdome property (hereinafter referred to as the "Weller Street Pedestrian Bridge" or the "bridge"); and

WHEREAS, the City desires to use the structure of said bridge to carry Seattle City Light electrical cables; and

WHEREAS, the City desires that the design and construction contractors for the bridge design, and to the extent specified herein, construct a system of electrical distribution facilities to carry power from an underground vault on Kingdome property to a vault located east of Fourth Avenue in a parking garage; and

WHEREAS, the County is willing, subject to the terms of this Agreement, to make such contractors available for City Light purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions

1.1 "Bridge Service Components" shall mean the civil facilities and electrical equipment located in the bridge structure which are used to provide electrical power to the bridge.

a. Said civil facilities include but are not limited to:

(1) the transformer vault, including firewalls, floor and ceiling, fire door, lighting circuitry, dry sump, ground rods, pulling eye in the southeast corner of the ceiling, forced air ventilation system and control circuitry, and the secondary voltage conduit running to the service meter base

(2) the 4" underground conduit running from the northwest compartment of the southeast switch pad to the southeast corner of the transformer vault

(3) the spare 4" conduit installed through the pile cap in the southeast corner of the transformer vault

b. Said electrical equipment includes but is not limited to the primary voltage service cable & connections, 26kV/480Y/277V transformers, secondary voltage termination bus, secondary voltage service entry cable, a 200Amp service panel with disconnect, a step-down transformer with 125Amp sub-panel, a battery inverter with 40Amp sub-panel, and wiring and devices for electric motors, lighting, receptacles & electric heating.

1.2 "System Components" shall mean the civil facilities and electrical equipment located in and around the bridge which are required for Seattle City Light's electrical distribution system.

a. Said civil facilities for the underground feeder include but are not limited to:

(1) thirteen underground conduits running from the eastern curb-line of the new 3rd Ave. S to the underground pulling vault located south of the bridge

(2) one underground pulling vault located south of the bridge

(3) three underground switch vaults and pads located beneath the bridge, and their grounding hardware

(4) the underground conduit system running between the three switch vaults and the underground pulling vault but excluding the one 4" conduit running from the northwest compartment of the southeast switch pad to the transformer vault

b. Said civil facilities for the bridge feeder include but are not limited to:

- (1) two 5" and two 6" conduits installed in the bridge
- (2) pulling eyes installed along the north wall and ceiling of the transformer vault
- (3) one 5" underground conduit installed in the northeast corner of the transformer vault
- (4) one 4" underground conduit installed in the southeast corner of the transformer vault running to the underground pulling vault located south of the bridge
- (5) feeder cable mounting hardware installed along the north wall and ceiling of the transformer vault.

c. Said electrical equipment includes but is not limited to primary voltage cables, cable splices, cable mounting hardware, primary voltage pad-mounted switches and their metal enclosures, primary voltage fuses, grounding connections and secondary voltage cables feeding street lights.

1.3 "System Extension" shall mean the conduit located east of the bridge structure, east of station 19+50, under the Fourth Avenue viaduct, connecting to a vault located in the Union Place parking garage.

2.0 Design

2.1 The City shall provide the County and its design contractor with standards and specifications for the Bridge Service Components, the civil facilities included in the System Components and the System Extension.

2.2 The County shall enter into a change order with its design contractor to add the System Component civil facilities and the System Extension to the scope of work for its bridge design contract.

2.3 The final design of the Bridge Service Components, the System Component civil facilities and the System Extension shall be subject to approval by the City and the County.

2.4 Upon submittal of the final design documents, the City shall provide the County and its design contractor with written acceptance of the design for the Bridge Service Components, the System Component civil facilities and the System Extension.

3.0 Construction

3.1 Upon the City's acceptance of the design documents, the County shall include the Bridge Service Components and the System Component civil facilities in its contract for bridge construction. The County shall include the System Extension in its Invitation to Bid in order that the City may have the option of entering into a contract for the construction of the System Extension.

3.2 Upon accepting the selected contractor's bid for construction of the System Component civil facilities, the City shall provide the County with a written notice to proceed.

3.3 During the construction phase, the City shall devote the necessary personnel to conduct timely inspections of the County contractor's construction of the Bridge Service Components and the System Component civil facilities so as not to delay the construction of the bridge. The County shall notify the City as soon as is practical in the event of construction change orders which affect the Bridge Service Components or the System Component civil facilities. If the City finds any work which

does not meet the terms of the contractor's scope of work, the City shall prepare a punch list of the noncompliant items and submit it to the County and the County's contractor.

3.4 Upon completion of the construction of the Bridge Service Components and the System Component civil facilities and approval by the City, the City shall provide the County and its contractor with written acceptance of the Bridge Service Components and the System Component civil facilities. The City's acceptance shall not be unreasonably withheld.

3.5 The County shall have no responsibility for construction of the System Extension.

4.0 Compensation

4.1 The County shall direct its contractors to submit invoices to the County which invoices shall separate the costs attributable to the bridge and the Bridge Service Components from the costs attributable to System Component civil facilities and the System Extension.

4.2 The City shall pay \$4,000.00 to the County as City Light's contribution to the cost of obtaining an easement for the right to cross railroad property.

4.3 The City shall pay \$26,303.00 to the County in compensation for all design and construction costs arising from enlarging and modifying the bridge structure to accommodate the System Components and a connection to the System Extension.

4.4 The City shall pay the County \$67,652 for all design costs attributable to the design of the System Component civil facilities and the System Extension.

4.5 The City shall pay the County for all costs attributable to the construction of the System Component civil facilities plus a 10% construction management fee.

4.6 The City's payments shall be paid within thirty (30) days after receiving invoices from the County.

5.0 Permits, Approvals and Community Relations

The City shall be responsible for obtaining any permits, licenses, or approvals necessary for the construction of the System Extension. The City shall also take the lead in responding to inquiries from government boards, councils and agencies, the media, community or interest groups and the general public relating to the System Components and the System Extension.

6.0 Ownership of the Bridge, Bridge Service Components and the System Components

6.1 Upon substantial completion of the bridge construction, ownership of the bridge shall vest in the Central Puget Sound Regional Transit Authority ("Sound Transit").

6.2 Upon substantial completion of the bridge, ownership of the Bridge Service Components shall be divided between Sound Transit and the City.

a. Sound Transit shall own the civil facilities included in the Bridge Service Components.

b. Sound Transit shall own the electrical equipment included in the Bridge Service Components to the extent such equipment is installed on the load side of the secondary electrical bus located in the transformer vault.

c. The City shall provide, install, own and maintain the electrical equipment included in the Bridge Service Components to the extent such equipment is installed on the line side of the secondary electrical bus located in the transformer vault, including the secondary bus itself.

6.3 Upon substantial completion of the construction of the civil facilities included in the System Components, ownership of the System Components shall be transferred to the City. The City shall be solely responsible for providing and installing the electrical equipment included in the System Components and maintaining, repairing and replacing all System Components same as necessary.

7.0 Legal Relations

7.1 It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

7.3 The City agrees that as between it and the County, the City possesses the expertise and experience required to review, inspect, approve and, upon acceptance, be responsible for the design and construction of the Bridge Service Components, System Components, the System Extension and their connections to, and interactions with, the bridge. The County makes no warranty regarding any design or construction work on the Bridge Service Components, System Components, or System Extension performed by its contractors, whether express or implied, and accepts no responsibility therefor. The County agrees to include its standard warranty provisions in the design and construction contracts and assign to the City the rights to enforce such warranties.

7.4 The City shall defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against any and all claims, demands, suits, and judgments including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to (a) the acts or omissions of the City, its appointed and officials, employees and agents related to this Agreement; and (b) the design, construction, operation, maintenance and repair of the Bridge Service Components, System Components and the System Extension and their connections to, and interactions with, the bridge. Provided, however, the City's obligations under subparagraph (b) shall not take effect until the City accepts said design and construction work. The City agrees that its obligations under this paragraph 7.4 extend to claims made against the County by the City's own employees. For this purpose, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event the County incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the City, all such fees, costs and expenses shall be recoverable by the prevailing party.

7.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

7.4 The provisions of this section shall survive any expiration or termination of this Agreement.

8.0 Records and Audit

During the progress of the Project and for a period not less than three (3) years from the date of completion, records and accounts pertaining to the Project and accounting therefor are to be kept available for inspection and audit by representatives of the County. Copies of the records shall be furnished to the County upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

9.0 Termination

9.1 This Agreement shall take effect upon its signing by both parties.

9.2 Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement. Written notice of such termination shall be given by the party terminating this Agreement to the other party not less than fourteen (14) days prior to the effective date of termination.

9.3 Either party may terminate this Agreement for its convenience and without cause by providing the other party not less than thirty (30) days prior to the effective date of termination

9.4 Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

10.0 Identification of Contacts at City and County

The following shall be the agency contacts for this project.

County:

King County Department of Transportation
821 Second Ave., MS 64
Seattle, WA 98104-1598
Attn.: Joe Beck Phone: (206) 684-1387

City:

Seattle City Light
700 Fifth Avenue
Seattle, WA 98104
Attn.: David Flores, Real Estate Services Phone: (206) 684-3337
Mary Junttila, Project Management Phone: (206) 684-3825

11.0 Entire Agreement

This document contains all terms, conditions, and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment. Such amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its Superintendent of City Light, and for and on behalf of County by its Director of Transportation.

12.0 Severability

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 199__.

THE CITY OF SEATTLE

KING COUNTY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit B

WELLER STREET BRIDGE TRANSFER AGREEMENT

THIS AGREEMENT is entered into by and between King County ("County") and the Central Puget Sound Regional Transit Authority ("Sound Transit").

WHEREAS, the County and Sound Transit are parties to that certain Weller Street Pedestrian Bridge Agreement dated _____ ("Bridge Agreement"); and

WHEREAS, the Bridge Agreement provides that the County shall transfer title and ownership of the bridge to Sound Transit upon substantial completion of bridge construction; and

WHEREAS, the County and Sound Transit have inspected the bridge and determined that it has been substantially completed; and

WHEREAS, the County has issued notice of substantial completion of the bridge.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and those contained in the Bridge Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Transfer of Bridge

1.1 Sound Transit hereby acknowledges that it has had an opportunity to and did participate in the inspection of the bridge during its construction and agreed that the bridge has been substantially completed and is ready for use. Sound Transit further acknowledges that it agreed with the County's issuance to the construction contractor of a notice of substantial completion of the bridge.

1.2 The County hereby conveys and transfers to Sound Transit, and Sound Transit hereby accepts, all right, title and interest in the Weller Street Pedestrian Bridge, including but not limited to the foundations, support columns, walkway, stairways, roof, fixtures, utility systems, drainage conduits, gates, grillwork, artwork, stairways, and elevator. Provided, however, the County reserves from said conveyance and transfer the title and ownership in (1) the conduit and other facilities installed underground, on the surface and in the bridge span for purposes of carrying City Light power distribution cables, which shall be transferred to City Light; and (2) the conduit and other facilities installed underground, on the surface and in the bridge span for purposes of carrying fiber optic cables, which shall be owned by King County.

2.0 Assignment of Railway Agreement and Easement

The County hereby assigns its rights and obligations under the following instruments and Sound Transit hereby accepts said rights and obligations.

- a. Construction and Maintenance Agreement with the Burlington Northern and Santa Fe Railway Company, dated _____

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b. Easement dated _____ and recorded _____

3.0 Assignment of City Street Use Permit

The County hereby assigns its rights and obligations under City of Seattle Street Use Permit Number _____.

4.0 County Easement

By separate instrument, the County has granted to Sound Transit a nonexclusive easement in the County property on which the western terminus of the bridge has been constructed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: _____

Date: _____

KING COUNTY

By: _____

Date: _____

Exhibit C

**WELLER STREET BRIDGE
ELECTRICAL SYSTEM COMPONENTS
TRANSFER AGREEMENT**

THIS AGREEMENT is entered into by and between King County ("County") and the City of Seattle ("City").

WHEREAS, the County and the City are parties to that certain Weller Street Pedestrian Bridge Agreement dated _____ ("Bridge Agreement"); and

WHEREAS, Exhibit A to the Bridge Agreement provides that the County shall contract for the installation, on behalf of Seattle City Light, of certain electrical distribution System Components within the bridge structure; and

WHEREAS, the Bridge Agreement provides for transfer title and ownership to said System Components to the City upon substantial completion of bridge construction; and

WHEREAS, the County and the City have inspected said System Components and determined that they have been substantially completed; and

WHEREAS, the County has issued notice of substantial completion of the bridge and the System Components.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and those contained in the Bridge Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.2 "System Components" shall mean the civil facilities and electrical equipment located in and around the bridge which are required for Seattle City Light's electrical distribution system.

a. Said civil facilities for the underground feeder include but are not limited to:

- (1) thirteen underground conduits running from the eastern curb-line of the new 3rd Ave. S to the underground pulling vault located south of the bridge
- (2) one underground pulling vault located south of the bridge
- (3) three underground switch vaults and pads located beneath the bridge, and their grounding hardware
- (4) the underground conduit system running between the three switch vaults and the underground pulling vault but excluding the one 4" conduit running from the northwest compartment of the southeast switch pad to the transformer vault

b. Said civil facilities for the bridge feeder include but are not limited to:

- (1) two 5" and two 6" conduits installed in the bridge
- (2) pulling eyes installed along the north wall and ceiling of the transformer vault
- (3) one 5" underground conduit installed in the northeast corner of the transformer vault
- (4) one 4" underground conduit installed in the southeast corner of the transformer vault running to the underground pulling vault located south of the bridge
- (5) feeder cable mounting hardware installed along the north wall and ceiling of the transformer vault.

c. Said electrical equipment includes but is not limited to primary voltage cables, cable splices, cable mounting hardware, primary voltage pad-mounted switches and their metal enclosures, primary voltage fuses, grounding connections and secondary voltage cables feeding street lights.

2.0 Transfer of Electrical Distribution System Components

2.1 The City hereby acknowledges that it has had an opportunity to and did participate in the inspection of the System Components during their construction and agreed that said System Components have been substantially completed and are ready for use. The City further acknowledges that it agreed with the County's issuance to the construction contractor of a notice of substantial completion of the System Components.

2.2 The County hereby conveys and transfers to the City, and the City hereby accepts, all right, title and interest in the System Components.

3.0 County Easement

By separate instrument, the County has granted to the City a nonexclusive easement in the County property on which the western terminus of the bridge has been constructed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

THE CITY OF SEATTLE

By: _____

Date: _____

KING COUNTY

By: _____

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Date: _____

Exhibit D

WELLER STREET BRIDGE ESTIMATED OPERATIONS, MAINTENANCE AND SECURITY COSTS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|-------------|----------|------|------------|-------------|
|-------------|----------|------|------------|-------------|

REGULAR AND PERIODIC OPERATIONS AND MAINTENANCE:

| | | | | |
|------------------------------|--------|-------|----------|----------|
| Clean/Sweep Flat Surfaces | 9,717 | sqft | \$0.70 | \$6,796 |
| Clean/Sweep Vertical Surface | 8,381 | sqft | \$0.91 | \$7,627 |
| Clean Elevator Cab/Area | 52 | weeks | \$491.00 | \$25,523 |
| Trash Removal | 52 | weeks | \$50.00 | \$2,600 |
| Security | 18,098 | sqft | \$2.02 | \$36,558 |

Total Regular and Periodic O&M

\$79,113

ANNUAL MAINTENANCE (1-Year Costs):

| | | | | |
|---------------------------------|-------|-------|-------------|----------|
| Elevator Inspection/Maintenance | 1 | each | \$15,000.00 | \$15,000 |
| Clean Windows/Skylights | 1,032 | sqft | \$0.60 | \$619 |
| Steam Clean Flat Surfaces | 9,717 | sqft | \$0.75 | \$7,288 |
| Steam Clean Vertical Surface | 8,381 | sqft | \$1.20 | \$10,057 |
| Steam Clean Masonry | 2,591 | sqft | \$1.75 | \$4,534 |
| Replace Lights | 1 | allow | \$3,000.00 | \$3,000 |

Total Annual Maintenance

\$40,498

5-YEAR MAINTENANCE COSTS:

| | | | | |
|------------------------|--------|------|--------|----------|
| Seal Concrete Surfaces | 9,717 | sqft | \$0.85 | \$8,259 |
| Anti-Graffiti Paint | 10,972 | sqft | \$1.50 | \$16,458 |

Total 5-Year Maintenance

\$24,717

7-YEAR MAINTENANCE COSTS:

| | | | | |
|------------------------|-------|------|--------|---------|
| Paint Structural Steel | 5,000 | sqft | \$1.00 | \$5,000 |
|------------------------|-------|------|--------|---------|

Total 7-Year Maintenance

\$5,000

20-YEAR MAINTENANCE COSTS:

| | | | | |
|------------------------|-------|------|--------|----------|
| Repaint and Waterproof | 2,591 | sqft | \$4.00 | \$10,364 |
|------------------------|-------|------|--------|----------|

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Masonry Surfaces
Replace Elevator Car

1 each

\$12,000.00

\$12,000

Total 20-Year Maintenance

\$22,364