

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

sharing between the jurisdictions, assigning Issaquah the lead for environmental and design and assigning Washington State Department of Transportation the lead for construction.

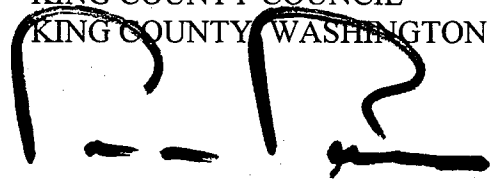
INTRODUCED AND READ for the first time this 21<sup>st</sup> day of

July, 1997.

PASSED by a vote of 11 to 0 this 15<sup>th</sup> day of March,

1999.

KING COUNTY COUNCIL  
KING COUNTY WASHINGTON



VICE Chair

ATTEST:

[Handwritten Signature]  
Clerk of the Council

APPROVED this 24 day of MARCH, 1999

[Handwritten Signature]  
King County Executive

Attachments: Sunset Interchange Modifications on I-90 agreement

13426 .1

**AGREEMENT  
SUNSET INTERCHANGE MODIFICATIONS ON I-90**

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
CITY OF ISSAQUAH  
KING COUNTY  
GRAND RIDGE PARTNERSHIP  
GLACIER RIDGE PARTNERSHIP  
SUNSET INTERCHANGE FOUNDATION**

AGREEMENT

13426

SUNSET INTERCHANGE MODIFICATIONS ON I-90

As provided by Washington State Law, including but not limited to RCW 36.75.030 and RCW 47.52.020, THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the **STATE OF WASHINGTON**, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "**STATE**", and the following five parties, hereinafter called the "**REGIONAL ALLIANCE**", all with a vested interest in transportation within the Issaquah / I-90 corridor including,

**THE CITY OF ISSAQUAH**, a Washington municipal corporation hereinafter called the "**CITY**", **KING COUNTY**, a Washington home rule charter county hereinafter call the "**COUNTY**", and a Corporation/Partnership of three parties; **SUNSET INTERCHANGE FOUNDATION**, a Washington nonprofit corporation hereinafter call the "**CORPORATION**", and the **GRAND RIDGE PARTNERSHIP** (Limited Partnership) and the **GLACIER RIDGE PARTNERSHIP** (Limited Partnership) both Washington limited partnerships hereinafter called the "**PARTNERSHIP**".

The parties to the **REGIONAL ALLIANCE**, as defined above, entered into a contract titled, "Master Transportation Financing Agreement" (MTFA), effective June 10, 1996, in which they agreed among themselves to provide a portion of the funds for a **PROJECT** titled "I-90 / SUNSET INTERCHANGE MODIFICATIONS", hereinafter called the "**PROJECT**". The **STATE** is not a party to the MTFA. Nothing contained in this Agreement is intended to change the MTFA in any way. The **CITY** represents the parties to the MTFA in administering this Agreement.

WHEREAS, the **REGIONAL ALLIANCE** shall complete the planning, EIS preparation, contract plans, specifications and estimate of cost and the **STATE** shall perform certain work as herein described, and/or be responsible for a portion of the work as described herein, and

1           WHEREAS, the improvements herein described being on Interstate 90 which is within the  
 2 jurisdiction of the **STATE**, it is deemed to be in the best interest for the **STATE** to perform the  
 3 necessary items of work as included herein, and

4           WHEREAS, the **STATE** and the **REGIONAL ALLIANCE** are duly authorized to perform  
 5 the work described herein only to the extent money is provided by their legislative or corporate  
 6 bodies as indicated in Exhibit "C". Exhibit "C" includes a current cost estimate of the **PROJECT**, a  
 7 current year's budget authority reflecting duly obligated moneys appropriated by legislative or  
 8 corporate bodies, and a forecast of future funding needs to complete the **PROJECT**. Exhibit "C"  
 9 shall be updated during the life of this agreement by letter supplement signed by all parties as  
 10 described herein.

11           NOW, THEREFORE, by virtue of legal authority of the respective parties, and in  
 12 consideration of the terms, conditions, covenants, and performance contained herein, or attached and  
 13 incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

## I

### GENERAL

14           The **STATE & REGIONAL ALLIANCE**, agrees to perform the work as described in  
 15 Section II, Scope of Work for the **STATE & REGIONAL ALLIANCE**, subject to adequate  
 16 funding and approvals.

17           At the time of drafting of this **AGREEMENT** it has been determined that a "flyover ramp"  
 18 may be necessary to satisfy regional concurrency standards. The precise timing and nature of this  
 19 requirement has not yet been determined, such being a function of land use build-out. It is agreed by  
 20 the parties to this **AGREEMENT** that the "flyover ramp" shall be included as a part of this  
 21 **PROJECT** but may be separated into a later construction stage if adequate construction funds are  
 22 initially unavailable. All parties agree to pursue funding for the full project including the "flyover  
 23 ramp". If left to a later construction stage, all parties shall at such time as its necessity is determined,  
 24 meet to identify funding options for this stage.  
 25  
 26

1 Attached to this Agreement and made a part Thereof are Exhibits A, B, C, D, and E as  
2 follows:

3 **EXHIBIT "A"**

4 A description of the **PROJECT** management & oversight system currently in place,  
5 recognition of the regional partners critical to this and associated projects and the committees  
6 and technical teams working on the **PROJECT**.

7 **EXHIBIT "B"**

8 A description of the **PROJECT** Phases and Schedule which shall be used as milestones for  
9 review, and adoption of revisions to the cost model and schedule, and continued  
10 implementation of the **PROJECT**.

11 **EXHIBIT "C"**

12 A **PROJECT** cost model and budget, which will be updated annually, or more often as may  
13 be necessary, to reflect annual budget authorizations for the **CITY, COUNTY, STATE,**  
14 **CORPORATION** and **PARTNERSHIP**. The initial cost model and budget included in  
15 this Agreement includes **STATE** funding approved and made available to the **PROJECT**  
16 under Agreement GCA 0127. GCA 0127 shall control the expenditure of these funds.  
17 Updates to the cost model and budget subsequently incorporated into this agreement by letter  
18 supplement shall determine how future funding provided by all parties to this Agreement  
19 shall be allocated to the **PROJECT**.

20 Unanticipated changes, after the construction contract is awarded, in **PROJECT** cost caused  
21 by change order, claim or other cause shall be the responsibility to fund of the party or parties  
22 of this agreement responsible for said cost increase. Or, if the cost increase was unavoidable  
23 and not attributable to any one party or parties, such as a "changed condition" as defined in  
24 WSDOT specifications, the cost shall be equitably shared by all parties based upon their  
25 percent participation in the **PROJECT**. Such changes in funding shall be reflected in  
26 updates to the cost model when funded by the parties.

1  
2  
3       **EXHIBIT "D"**

4       An estimate of cost by Phases for **STATE** services and construction management  
5       responsibilities under this Agreement. It is agreed that a share of costs as shown on Exhibit  
6       "C", for **STATE** services shall be paid out of **PROJECT** budget funds contributed by the  
7       **REGIONAL ALLIANCE** consistent with Exhibit "C" as annually or otherwise updated and  
8       included in this Agreement by letter supplement signed by all parties.

9       **EXHIBIT "E"**

10       A brief background of regional transportation problems which contribute to the necessity of  
11       this **PROJECT** and various studies which have supported its development.

12  
13       All work performed by any party under this Agreement shall be accomplished in accordance  
14       with the current **STATE** of Washington Standard Specifications for Road, Bridge, and Municipal  
15       Construction and adopted design standards, unless otherwise noted. The **REGIONAL**  
16       **ALLIANCE**, through its consultant Parsons Brinckerhoff, shall complete the EIS preparation, right  
17       of way plans and the design documents complete with plans, specifications and estimate of cost  
18       ready to submit to the **STATE** for advertisement for bid. Upon completion of all reviews and  
19       approvals, the **STATE** shall advertise the resulting **PROJECT(s)** for construction bid and, assuming  
20       bids are received and a contract(s) is awarded, consistent with the terms of this Agreement,  
21       administer the construction contract(s). The **STATE** has the right to construct the **PROJECT** in one  
22       or more construction project contracts (stages).

23       The **PROJECT** is being developed and implemented in Phases described in EXHIBIT "B"  
24       and as indicated in the "Scope of Work for the **STATE** and **REGIONAL ALLIANCE**, below.  
25       Phase three, Construction and Post Construction, may be further broken into construction stages in

1 order to match available funding. Any such staging of construction will be covered in updates of the  
2 Cost Model and Schedule.

3 4. Acknowledging the numbers of participants in the **PROJECT**, the dynamics of  
4 **PROJECT** revenue and other variables which might change from time to time, each  
5 Phase shall be preceded by a joint review by the **STATE**, the **REGIONAL**  
6 **ALLIANCE** and the Executive Committee as described in Exhibit "A", of the  
7 **PROJECT** schedule, cost model and budget. Said review shall update the variables  
8 and confirm revenue availability at each **PHASE** prior to beginning work on said  
9 Phase.

10 Decisions of the **STATE** and **REGIONAL ALLIANCE** throughout this Agreement as well  
11 as the review and adoption of updated **PROJECT** schedules, cost model and budget, shall be  
12 conducted in an atmosphere of consensus and said update shall reflect schedule recommendations  
13 provided by the consultant and actual budget values adopted by each legislative or corporate body of  
14 each member of the **REGIONAL ALLIANCE** and the **STATE**. If consensus cannot be achieved in  
15 matters, except for funding, they shall be resolved by implementing the dispute resolution process  
16 established in this Agreement. Cost model changes shall be based on funding decisions made by  
17 each parties legislative or, in the case of the parties of the **PARTNERSHIP**, by their managerial  
18 bodies.

19 At the beginning of each Phase, following the above review, the **CITY** shall give the  
20 **STATE** a notice to proceed. The **STATE** shall not incur costs to be reimbursed by the Regional  
21 Alliance on subsequent Phases without written notice to proceed from the **CITY**.

22 At the end of each construction stage, **THE CITY** and the Project Executive Committee, as  
23 defined in Exhibit "A", shall review said construction work managed by the **STATE** and approve it  
24 for consistency with this Agreement and the approved contract plans. Once approved, the **CITY**  
25 shall accept all turn back areas as specified in the right of way and construction contract plans. If  
26 there are deviations from this Agreement or approved contract plans and/or differences of opinion

1 relating to the contract plans between the CITY, the Project Executive Committee or the STATE,  
2 all parties to this Agreement shall agree to negotiate resolution to those disagreements. If  
3 negotiations are unsuccessful, Section VII Dispute Resolution shall be followed. In no way shall  
4 this obligate the STATE or the REGIONAL ALLIANCE to the expenditure of funds that exceed that  
5 amount(s) agreed upon in the Cost Model, Exhibit "C".

6 THE CITY may, if it desires, furnish an inspector or agent to monitor PROJECT  
7 development at any Phase on the PROJECT. The CITY's cost for furnishing such agent or  
8 inspector, on behalf of the REGIONAL ALLIANCE, shall be reimbursed out of appropriate  
9 PROJECT funds contributed by the REGIONAL ALLIANCE as an eligible PROJECT expense.  
10 The COUNTY or the PARTNERSHIP parties of the REGIONAL ALLIANCE, may also, if they  
11 desire, furnish an inspector or agent to monitor PROJECT development at any Phase on the  
12 PROJECT. Any costs for such monitoring incurred by those, other than the CITY and STATE,  
13 will be borne solely by the entity choosing to furnish an inspector or agent. All contact between said  
14 monitors, including the City's Project Manager, and the STATE's contractor(s) shall be through the  
15 STATE's representative.

## 16 II

### 17 SCOPE OF WORK FOR THE STATE & REGIONAL ALLIANCE

18 The STATE, as owner and operator of Interstate 90, and the REGIONAL ALLIANCE,  
19 respectively, agree to reimbursement of PROJECT costs based on the cost model as described in  
20 EXHIBIT "C" and as modified by the provisions herein.

#### 21 PROJECT DEVELOPMENT - PHASE ONE:

22 The draft NEPA/SEPA environmental impact statement, the final environmental impact  
23 statement, the design documentation, the right of way plan and other pertinent documents necessary  
24 for PROJECT development shall be prepared by the CITY in accordance with the current STATE  
25 of Washington standard environmental documentation and design documentation standards unless  
26 otherwise noted.



1 The **STATE** will review, approve and process all documents through appropriate authorities  
2 and divisions of WSDOT and the Federal Highway Administration (FHWA) to complete the Record  
3 of Decision for the **PROJECT**. The **CITY** will make any changes in the documents necessary to  
4 obtain approvals. The **CITY** will provide all accounting for all work managed by the **CITY** in  
5 Phase One and two in a manner consistent with WSDOT accounting procedures as promulgated by  
6 the State Auditor and the Local Agency Guidelines (LAG Manual). The **STATE** will provide  
7 accounting for all WSDOT managed work. In addition the **CITY** will provide accounting for  
8 **REGIONAL ALLIANCE** funds during Phase Three, Construction and Post Construction.

9 **DESIGN - PHASE TWO:**

10 Plans, specifications and estimate of cost shall be prepared by the **CITY** in accordance with  
11 the current **STATE** of Washington Standard Specifications for Road, Bridge and Municipal  
12 construction and amendments thereto and adopted design Standards unless otherwise noted. The  
13 **STATE** will review and process all **PROJECT** documents, including but not limited to, approval of  
14 all environmental documents, design approval, Right of Way plan approval and plans, specifications  
15 and estimate of cost through appropriate authorities and divisions of WSDOT and FHWA.

16 The **STATE** shall acquire all right of way determined necessary for the **PROJECT**. Costs  
17 for right of way acquisition shall be shared based on the cost model in effect at the time of  
18 acquisition and made part of this Agreement in EXHIBIT "C".

19 The **STATE** shall advertise the **PROJECT** for construction bids and shall award a  
20 construction contract based on the requirements contained herein if acceptable bids, as determined  
21 by the **STATE**, are received that have costs plus engineering and construction contingencies within  
22 the **PROJECT** cost model included in EXHIBIT "C" as updated at that time. The **STATE** shall  
23 manage the construction project(s) applying its normal construction procedures as defined in the  
24 WSDOT Construction Manual.

25 Upon bid opening, the **STATE** shall submit a list of bid tabulations and bid results to the  
26 **CITY** for review. Within 30 calendar days of opening of bids, the **STATE** shall notify the **CITY** of

1 its intentions to award or reject bids pursuant to **STATE** Standards and Specifications and the  
2 requirements of this Agreement. The **CITY** shall provide comments regarding said intent to award  
3 or reject bids within 7 calendar days after receipt of notice of intention from the **STATE**. If the  
4 lowest acceptable bid plus engineering and construction contingency cost is not within the current  
5 Cost Model, EXHIBIT "C", the **STATE** shall notify the **CITY** requesting it schedule a meeting of  
6 the Project Executive Committee to mutually review bids and determine what course of action to  
7 follow. The **STATE** shall not award a contract for an amount exceeding the current Cost Model,  
8 EXHIBIT "C", unless it receives a written approval from the **CITY**. The **STATE** reserves the right  
9 to award a contract for any amount of money providing all amounts above the limit contained in the  
10 current cost model EXHIBIT "C" shall be at the **STATE**'s sole expense. If the **STATE** finds the  
11 bids unacceptable for reasons other than cost, the **STATE** shall request the **CITY** to schedule a  
12 meeting of the Project Executive Committee to discuss the appropriate course of action.

### 13 CONSTRUCTION AND POST CONSTRUCTION - PHASE THREE:

14 The **STATE** shall manage all construction activities with full **PROJECT** management  
15 responsibilities consistent with **STATE** standards for interstate construction.

16 The **STATE** shall be responsible for all post construction documentation and **PROJECT**  
17 close out activities. The **STATE** will provide all accounting for this Phase beginning after award of  
18 construction contract consistent with WSDOT accounting procedures.

19 When the **STATE**'s Project Manager reviews monthly progress payments with contractors,  
20 the **CITY**'s project manager may be present to monitor said progress payment review.

21

22

## III

23

### COST MODEL AND SCHEDULE

24

#### COST MODEL AND BUDGET

1 EXHIBIT "C", **PROJECT** Cost Model and Budget, is an integral part of this Agreement. It  
2 establishes the financial foundation for **PROJECT** continuation. The **PROJECT** initially was not  
3 funded by traditional Washington State Department of Transportation Highway funding procedures  
4 but was instead funded by the **REGIONAL ALLIANCE** through the innovative use of public and  
5 private funds utilized for a common purpose. Beginning in 1996, the **STATE** obligated money to  
6 the **PROJECT** as covered by Agreement GCA 0127, and shown by reference in Exhibit "C". The  
7 blending of various funds from the **CITY**, the **COUNTY**, the **STATE**, and the **PARTNERSHIP** at  
8 various times during **PROJECT** development is a variable over the life of the **PROJECT** and shall  
9 be identified at the beginning of each Phase and annually after agency budget adoption by an  
10 updated and adopted cost model and budget which accurately reflects adopted budgets as of that  
11 Phase and year. The updated and adopted cost model and budget shall be included as part of this  
12 Agreement by letter supplement signed by each of the parties.

13 Phase One, which includes a SEPA/NEPA decision, right of way plan and design report is  
14 funded by various funds from the **STATE** and the **REGIONAL ALLIANCE**. Current budget  
15 authority is adequate to pay for Phase One and beginning Phase Two. It is anticipated that budget  
16 allocations for 1997 and subsequent years will include sufficient funds to continue the **PROJECT**  
17 through completion, however, it should be acknowledged that as of this date there are no  
18 commitments from any party to this Agreement other than those expressed in EXHIBIT "C", the  
19 cost model and budget. This Agreement in no way obligates the **STATE** to any funding other than  
20 that shown in the cost model, EXHIBIT "C", as it may be amended pursuant to agreement by the  
21 **STATE**.

22 In any given year, for each Phase, the blend of funds from the **STATE** and **REGIONAL**  
23 **ALLIANCE** shall all be obligated by each entity and made available upon receipt of monthly  
24 progress bills submitted by the **CITY** or **STATE** as work progresses on said Phase.

25 For Phase One, the **STATE** and the **CITY**, as they implement this Agreement, will draw  
26 down all duly authorized **STATE** budgeted funds first as described in SECTION IV, "Payment" and  
27 consistent with Agreement GCA 0127. The **REGIONAL ALLIANCE** shall provide funding for the

1 remainder of Phase One based on the current cost model and budget, EXHIBIT "C". Subsequent  
2 cost model and budget updates shall identify available revenues to draw down, in what sequence (if  
3 applicable) and amounts. If unanticipated **PROJECT** revenues become available during any given  
4 year, the Cost Model EXHIBIT "C" shall be opened to make appropriate modifications approved by  
5 the STATE and REGIONAL ALLIANCE per provisions of this agreement with one exception. Once  
6 a Phase has begun, the parties are obligated to fund their planned financial contribution as reflected  
7 on the cost model and budget for said Phase. If money is received from grants or other sources not  
8 identified in the cost model and budget, the cost model and budget shall be updated at receipt of  
9 notice of eligibility for obligation of grant funds for **PROJECT** purpose. This in no way reduces  
10 any of the parties obligation to this **PROJECT** except as mutually agreed to per provisions of this  
11 agreement.

## 12 SCHEDULE

13 The **CITY** as lead agency for administrative purposes on behalf of the **REGIONAL**  
14 **ALLIANCE** has contracted with Parsons Brinckerhoff, Inc., (PB), of Seattle, Washington to be  
15 prime consultant for Phase One and two as well as design support through Phase Three,  
16 construction.. Included in that work is development and maintenance of the **PROJECT** schedule.  
17 PB has developed a comprehensive schedule reflecting all major tasks necessary to accomplish the  
18 **PROJECT** with said schedule based on certain assumptions:

- 19 • all parties to this Agreement will accomplish their respective responsibilities on time  
20 consistent with the schedule including review and feedback when appropriate.
- 21 • all schedule inputs from all parties to this agreement and their respective consultants  
22 is thorough and accurate.
- 23 • the schedule does not anticipate a significant time delay due to litigation from third  
24 parties or other form of **PROJECT** resistance.
- 25 • the schedule does not anticipate any fatally flawed environmental documents and  
26 findings which might unduly effect **PROJECT** timing.

1 PB will update the schedule at the beginning of each Phase and/or to reflect major changes in  
2 **PROJECT** accomplishment, decisions by parties in the **PROJECT**, major actions or findings with  
3 schedule influence or at the direction of the **CITY**. The current schedule is contained in Section III  
4 of the **PROJECT** Management Plan developed by PB and adopted in November of 1995 by the  
5 **PROJECT** Executive Committee and is hereby adopted by the **STATE**.

#### 6 SCHEDULE CHANGES AND APPROVALS

7 Schedule maintenance is the responsibility of PB under contract to the **CITY**. The **CITY**  
8 will accept input/requests from any party to this Agreement to review the **PROJECT** schedule. Said  
9 requests will be reviewed by the Project Executive Committee who will advise the **CITY** on such  
10 requests. The **CITY** will direct PB to make such changes as are mutually considered advisable and  
11 practicable by the **STATE** & The **REGIONAL ALLIANCE**. The schedule shall be kept as current  
12 as possible reflecting real changes in variables.

### 14 IV

#### 15 PAYMENT

16 The **REGIONAL ALLIANCE**, in consideration of the faithful performance of the work to  
17 be done by the **STATE** and its contractor(s), agrees to reimburse the **STATE** for the actual direct  
18 and related indirect cost of the work.

19 An itemized estimate of cost for work for Phase One to be performed by the **STATE** at the  
20 **REGIONAL ALLIANCE'S** expense is marked EXHIBIT "D". Subsequent estimates of the costs  
21 of work for the State shall be added at the appropriate time in project development when the cost  
22 model and budget are updated.

23 The current year's budget has a \$500,000 appropriation from the **STATE**. The **STATE** shall  
24 use this money to pay its own force work first, then all remaining balance, shall be applied  
25 appropriately to the current cost of project development. This is covered under Agreement GCA

1 0127. Subsequent budget appropriations from the **STATE** for this **PROJECT** shall be included as  
2 amendments to Exhibit "C". It is recognized the State shall administer its own budget appropriations  
3 and shall make available to the **PROJECT** for appropriate and eligible project costs, all such  
4 budget allocations not needed to pay for State force or other **STATE** incurred **PROJECT** costs.

5 Partial payments to the **STATE** shall be made by the **CITY**, on behalf of and as agents for  
6 the **REGIONAL ALLIANCE**, upon request by the **STATE** to cover costs incurred. These  
7 payments are not to be more frequent than one (1) per month. It is agreed that any such partial  
8 payment will not constitute agreement as to the appropriateness of any item and that, at the time of  
9 final audit, all required adjustments will be made and reflected in a final payment

10 The **CITY**, on behalf of and as agents for the **REGIONAL ALLIANCE**, agrees to make  
11 payment for the work completed by the **STATE** and its contractor(s) within thirty (30) days from  
12 receipt of billing from the **STATE**. The **STATE** shall not be reimbursed out of funding provided by  
13 the **REGIONAL ALLIANCE** for any work it accomplishes prior to receiving a notice to proceed,  
14 however, it may proceed using **STATE** funding for the **PROJECT**.

15 The **STATE** shall be the manager of **STATE** funds and shall apply budgeted **STATE** funds  
16 to applicable **PROJECT** costs consistent with adopted draw down directions determined at the  
17 beginning of each Phase and any subsequent update as described herein when **EXHIBIT "C"**,  
18 **PROJECT** cost model and budget, are updated.

#### 19 GUARANTY

20 Prior to advertisement of construction contracts, the Partnerships and Foundation members of  
21 the **REGIONAL ALLIANCE**, as identified in this agreement, shall provide acceptable security in  
22 the form of a corporate performance bond or a payment bond with the contractual obligation to pay  
23 due from a third party or other funding instrument acceptable to the **STATE** guarantying the full  
24 amount of each individual members financial contribution to the construction contract(s) as shown in  
25 the current **EXHIBIT "C"**. Said security shall name the **STATE** as the beneficiary of the security or  
26 guaranty. Said security shall not be subject to being included in a bankruptcy estate.

1 In the event the construction contract(s) is (are) not executed the money will be retained in  
2 the account for a period of time not exceeding 6 months, unless a contract or contracts acceptable to  
3 the parties is executed between the **STATE** and a contractor(s).

4 In the event a contract is terminated, the money remaining in the account, after payment of  
5 all applicable obligations consistent with this **AGREEMENT**, will be retained for a period not  
6 exceeding 6 months unless a contract is executed by the **STATE** and a contractor acceptable to the  
7 parties.

8 The **CITY** shall have the authority to disburse such funds in a manner consistent with this  
9 **AGREEMENT** to fulfill all obligations incurred by a party to this **AGREEMENT**.

10 In the event the periods for retaining the money is ended, the **CITY** shall disburse the  
11 remaining moneys in accordance with the **AGREEMENT** and in proportion to the parties  
12 obligations, less any costs necessary to be paid under this **AGREEMENT**.

13 If a party to this Agreement declares bankruptcy the proceeds of any security, as required  
14 above, furnished by the bankrupt party, belongs to the remaining parties who are not in bankruptcy.

15  
16 **V**

17  
18  
19 **EXTRA WORK AND SUPPLEMENTS**

20 The process of annually updating the **PROJECT** schedule as well as **EXHIBIT "C"**, the  
21 **PROJECT** cost model and budget, is an opportunity to recognize and duly accommodate changes  
22 resulting from increased knowledge of **PROJECT** specifics, unforeseen conditions arising during  
23 the preceding year and other variables which might occur. This annual updating process shall be a  
24 consensus process directed by the **PROJECT** Executive Committee , however, updates shall only

1 reflect those changes duly approved by the authorized authorities of each party. The **PROJECT** is  
2 currently funded and budgeted through the final NEPA EIS and Record of Decision.

3 As the **PROJECT** proceeds from Phase One into Phases Two and Three, changes or  
4 deviations from approved schedules, plans and scope shall be approved by the **PROJECT** Executive  
5 Committee and incorporated into this Agreement as necessary and as provided for herein, however,  
6 changes shall only reflect those changes duly approved by the authorized authorities of each party.  
7 Any change that causes scope changes to this AGREEMENT shall be made by an amendment to  
8 this AGREEMENT. The construction portion of Phase Three, construction and post construction,  
9 has the greatest opportunity for changes that will impact the cost and/or scope of the **PROJECT**.  
10 All such changes shall be handled as follows:

11 **CHANGE ORDERS:**

12 1.) Change orders are defined in accordance with Section 1-04.4 of the 1996 Standard  
13 Specifications for Road, Bridge and Municipal Construction. Change orders and a standard  
14 procedure for processing them, is also defined in the current State of Washington Construction  
15 Manual.

16 2.) The **STATE** is authorized to exercise standard change order procedures, except that  
17 the State agrees to establish a monthly report of change order activity and total cost of the  
18 **PROJECT** based on the "cost to complete", which it shall include in routine monthly project status  
19 briefings of the **PROJECT** Executive Committee.

20 3.) The State shall exercise good management of change orders minimizing the effects  
21 of cost increases and time delays which could be cause for claim by contractors.

22 4.) The **STATE** agrees not to approve any change order which shall cause the Project  
23 cumulative (total) construction cost based on the estimated "cost to complete" to exceed the total  
24 construction cost plus contingencies contained at any given time in the duly approved cost model  
25 EXHIBIT "C" without approval of the **CITY**. The **STATE** further agrees that when change orders  
26 cumulatively total an amount that equals 90% of the contingency amount contained in the cost



1 model and budget EXHIBIT "C" or when the total cost of the Project based on the "cost to  
2 complete" reaches an equivalent amount, it shall immediately convene a meeting of the **PROJECT**  
3 Executive Committee and propose a strategy for covering continued additional costs.

4 5.) In the event a contractor files a construction claim on this Project, the **STATE** shall  
5 negotiate resolution. If the settlement is within the cost model Exhibit "C" and the above criteria, it  
6 shall be paid as a change order. If the settlement is not within the cost model Exhibit "C" and above  
7 criteria, the **STATE** shall convene the **PROJECT** Executive Committee to review the claim, discuss  
8 agency liability and negotiate payment contribution. If the results of these discussions and  
9 negotiations are not acceptable to the **STATE** or the **REGIONAL ALLIANCE**, either party can  
10 seek resolution by invoking Section VII, Dispute Resolution.

11 With respect to the work performed by the **STATE** under terms of this Agreement, changes  
12 in scope or cost which will exceed the estimate total on EXHIBIT "D", Estimate of Cost for **STATE**  
13 services, by more than 10%, individually or cumulatively, shall require an amendment n to this  
14 AGREEMENT. This clause does not apply to changes in scope or cost which are identified in  
15 annual updates of EXHIBIT "C", **PROJECT** cost model and budget, which are routine  
16 reconciliations of all **PROJECT** costs and result in review and approval authority by the  
17 **REGIONAL ALLIANCE** and the **STATE**.

18 Reimbursement of costs to the **STATE** for increased work shall be limited to work  
19 performed whose scope is included in adopted updates of EXHIBIT "C" or "D", **PROJECT** Cost  
20 Model and Budget, and Estimate of **STATE** services, respectively. Increased work for **STATE**,  
21 anticipated to result from updated schedules or duly authorized scope changes, shall be authorized in  
22 a duly approved and updated cost model and budget or amendment to this AGREEMENT.

## 23 VI

### 24 RIGHT OF ENTRY

25 The **CITY** and the **COUNTY** hereby grant and convey to the **STATE** the right of entry upon  
26 all land upon which either the **CITY** or the **COUNTY** has interest, within or adjacent to the right of

1 way to the highway, for the purpose of survey, control points establishment or preliminary  
2 engineering. The COUNTY and the CITY agree to enter into a separate agreement with the STATE  
3 for right-of-way and/or easements necessary for the purpose of construction and if necessary  
4 maintenance of PROJECT improvements. The CORPORATION and the PARTNERSHIP each  
5 hereby grant and convey to the STATE the right of entry upon all land on which each has an  
6 interest, within or adjacent to the right of way to the highway, for the purpose of survey, control  
7 points establishment or preliminary engineering. If said land, belonging to the CORPORATION  
8 and the PARTNERSHIP is needed for the construction and if necessary, maintaining said  
9 improvements, acquisition of said land shall be pursuant to the adopted I-90 right of way plan as  
10 modified for the PROJECT. Terms and conditions of Right of Way acquisition from members of  
11 the REGIONAL ALLIANCE shall be negotiated separate from this Agreement and as set forth in  
12 the MTFA.

13 Upon completion of the work outlined herein, all future operation and maintenance of the  
14 CITY and COUNTY facilities not retained by the STATE as part of the I-90 /Sunset Interchange  
15 shall be at the sole cost of the CITY and COUNTY without expense to the STATE. CITY and  
16 COUNTY facilities which may be modified or improved under this Agreement are anticipated to be  
17 those limits of the access arterials, known respectively as the Issaquah East ByPass and the South  
18 Plateau Access Road, approaching the Sunset/I-90 on/off ramps up to the point of turn back or  
19 access control of the Interstate Highway as modified by the PROJECT.

## 21 VII

### 22 LEGAL RELATIONS

#### 24 NO LEGAL PARTNERSHIP

25 No liability shall attach to the STATE or the parties of the REGIONAL ALLIANCE  
26 separately or collectively by reason of entering into this AGREEMENT except as expressly provided

1 herein. Notwithstanding any references herein to "partners" or a "partnership", the parties hereto  
2 have not created a legal partnership or joint venture and shall retain their separate identities and  
3 liabilities as parties to an agreement and not as partners or members of a separate legal entity.

#### 4 INDEMNIFICATION

5 Each party shall protect, defend, indemnify and hold harmless the other parties and their  
6 officials, officers, agents, and employees, or any of them, from and against any and all claims,  
7 actions, lawsuits, liability, loss, costs, attorney's fees, expert witness fees, expenses, and damages of  
8 any nature whatsoever, which are caused by or result from any negligent act or omission of the  
9 party's own officials, officers, agents and employees in performing services pursuant to this  
10 Agreement. In the event that any such lawsuit is brought against a party or parties and/or their  
11 officials, officers, agents, and employees, the party or parties whose negligent actions or omissions  
12 gave rise to the lawsuit shall defend the other parties and/or their officials, officers, agents and  
13 employees at the party's or parties' sole cost and expense; and if final judgment be rendered against  
14 the other parties and/or their officials, officers, agents and employees, the party or parties whose  
15 actions or omissions gave rise to the lawsuit shall satisfy the same; provided that, in the event of  
16 concurrent negligence, each party shall indemnify and hold the other parties, their officials, officers,  
17 agents and employees harmless only to the extent of that party's negligence and/or the negligence of  
18 that party's officials, officers, agents and employees.

19 The parties agree that their obligations under this Section extend to any claims made against  
20 one party and/or its officials, officers, agents and employees by the other party's own employees.  
21 For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other parties only,  
22 any immunity that would otherwise be available against such claims under the industrial insurance  
23 provisions of the Title 51, RCA.

24 The provisions of this section shall survive the expiration or termination of this Agreement  
25 with respect to any event occurring prior to expiration or termination.  
26

1           **NO THIRD PARTY RIGHTS.**

2           Nothing contained herein is intended to nor shall be construed to create any rights in any  
3 party not a signatory of this AGREEMENT or to form the basis for any liability on the part of any  
4 signatory of this AGREEMENT to any party that is not a signatory of this AGREEMENT.

5           **NO WAIVER.**

6           Waiver of any breach of any term or condition of this AGREEMENT shall not be deemed a  
7 waiver of any prior or subsequent breach.

8           **AMENDMENT.**

9           This AGREEMENT may be amended by letter supplement incorporating changes to the cost  
10 model and budget or schedule as described elsewhere in this Agreement signed by all members of  
11 the Executive Committee. Changes other than to the cost model and budget or schedule shall be by  
12 amendment in writing duly executed by the **CITY, STATE, COUNTY, CORPORATION AND**  
13 **PARTNERSHIPS.**

14           **NO ASSIGNMENT OR TRANSFER.**

15           This AGREEMENT may not be assigned or transferred without the prior written consent of  
16 all the parties, which shall not be withheld unreasonably.

17           **ENTIRE AGREEMENT.**

18           This AGREEMENT is the complete expression of the terms hereof, and any representations  
19 or understandings, whether oral or written, not incorporated herein, are excluded.

20           **BINDING ON SUCCESSORS.**

21           This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and  
22 their heirs, successors, personal representatives and assigns.

23           **SEVERABILITY.**

1 If any material provision of this AGREEMENT is determined by a court of law to be  
2 unenforceable or invalid, then the parties shall confer for the purpose of amending the  
3 AGREEMENT to implement the mutual intent of the parties to the maximum allowed by law. If the  
4 parties are unable to reach Agreement, then Parties to this Agreement authorize the court to decide  
5 if the unenforceable or invalid provision requires termination of this AGREEMENT.

#### 6 **APPLICABLE LAW.**

7 This AGREEMENT shall be construed in accordance with the laws of the State of  
8 Washington.

#### 9 **INSPECTION OF COST RECORDS.**

10 All parties shall keep available for inspection by representatives of the parties or the Federal  
11 Highway Administration for a period of six years after the date of completion and acceptance of the  
12 construction of this PROJECT, the cost records and accounts pertaining to this AGREEMENT. If  
13 any litigation, claim, or audit arising out of, in connection with, or related to this AGREEMENT is  
14 initiated before the expiration of the six year period, the cost records and accounts shall be retained  
15 until such litigation, claim, or audit involving the records is completed.

#### 16 **AUDITS AND INSPECTION.**

17 The records and documents with respect to all matters covered by this AGREEMENT shall  
18 be subject at all times to inspection, review or audit by the parties. The records and documents with  
19 respect to all matters covered by this AGREEMENT shall be subject at all times to inspection,  
20 review or audit by federal or state officials so authorized by law during the performance of this  
21 AGREEMENT and six (6) years after termination thereof, unless a longer retention period is  
22 required by law.

#### 23 24 25 **DURATION AND ENDING OF THIS AGREEMENT.**

1 With the exception of audit, inspection, review of records and other matters contained herein,  
2 this AGREEMENT shall terminate upon one of the following circumstances:

3 1. Written Agreement executed by all parties to this AGREEMENT amending this  
4 Agreement which terminates it.

5 2. Completion of the responsibilities contained herein by all parties including  
6 acceptance of the "turnback areas" by the CITY and/or COUNTY as appropriate.

7 3. Failure to obtain adequate construction funds within 3 years of execution of this  
8 AGREEMENT shall terminate this Agreement at the completion the design portion of Phase 2 or  
9 any earlier agreed upon sub Phase unless this AGREEMENT is duly amended to provide otherwise.  
10 The parties to this AGREEMENT shall be responsible for funding the work to the point of  
11 termination based upon the cost model in effect at the time of termination.

12 4. Written agreement executed by the remaining parties to this Agreement where a party  
13 to the Agreement terminates its obligations, becomes bankrupt or otherwise fails or  
14 refuses to continue its obligations, inconsistent with the terms of this Agreement. The  
15 remaining parties election to terminate this Agreement does not constitute a waiver or  
16 an election of remedies, and the parties may seek damages for a breach of the  
17 Agreement. The remaining parties may also seek recovery under the provisions of  
18 any agreement or security obtained under the Guaranty Section of this Agreement to  
19 fund any obligations or damages incurred by the parties or to finance completion in  
20 whole or in part of the remaining features of the PROJECT.

21 In the event this Agreement and this Project are terminated as described above all environmental  
22 documents, design documents, plans, estimates, specifications as well as any right of way acquired  
23 shall become the property of the State if the State elects to accept them and agrees to obligate them  
24 in the future for their intended use.

25  
26 **DISPUTE RESOLUTION:**

1           The framework of this AGREEMENT is built upon the mutual need for a modified  
2 interchange at Sunset Way on I-90. To that end the parties to this AGREEMENT are combining  
3 resources and effort to construct said modifications and improvements. Complex projects such as  
4 this often have disputes in cost or schedule and the parties to this AGREEMENT shall work together  
5 to minimize the chance of said disputes. In the event circumstances happen which cause one or  
6 more parties to be dissatisfied they shall seek resolution to their dispute by mediation. The mediator  
7 is to be selected by joint Agreement of the parties. The STATE, the CITY, the COUNTY and the  
8 CORPORATION/PARTNERSHIPS together, shall each have one vote. In the event of a tie, each  
9 party shall nominate one person for mediator, the four nominees shall then select the one to serve.

1 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day  
2 and year first above written.

3

4 **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

5

6 \_\_\_\_\_

7 State Design Engineer (printed name)

8

9 **APPROVED AS TO FORM:**

10

11 \_\_\_\_\_

12 Assistant Attorney General

13

14 \_\_\_\_\_

15 printed name

16 Date

17 **PARTIES OF THE REGIONAL ALLIANCE:**

18 KING COUNTY, a Washington Home Rule Charter County

19

20 By: \_\_\_\_\_

21 Its \_\_\_\_\_

22 Date: \_\_\_\_\_



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

Approved as to form:

CITY OF ISSAQUAH, a Washington Municipal Code City

By \_\_\_\_\_

Rowan Hinds

Its Mayor

Date: \_\_\_\_\_

Approved as to form:

13426

1 THE GRAND RIDGE PARTNERSHIP

2 (LIMITED PARTNERSHIP),

3 a Washington Limited Partnership

4  
5 By Warjone Investments, Inc.,

6 its managing general partner

7  
8 By 

9 James E. Warjone

10 Its President

11 Date: 6/20/97

12  
13  
14  
15 THE GLACIER RIDGE PARTNERSHIP

16 (LIMITED PARTNERSHIP)

17 a Washington limited partnership

18  
19 By Warjone Investments, Inc.,

20 its managing general partner

21 By: 

22 James E. Warjone

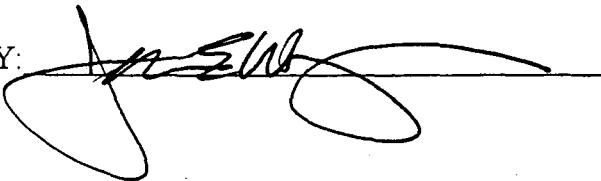
13426

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

its President

Date: 6/20/97

SUNSET INTERCHANGE FOUNDATION, a Washington  
nonprofit corporation

BY: 

Its PRESIDENT

Date: 6/20/97

## AGREEMENT

### SUNSET INTERCHANGE MODIFICATIONS ON I-90

#### EXHIBIT "A"

### PROJECT MANAGEMENT / OVERSIGHT SYSTEM

#### A REGIONAL NEED

The **PROJECT**, being of significant regional value to the **CITY**, **KING COUNTY** and the **STATE** as well as the transportation system users of the region, including the proposed Grand Ridge development, has developed a regional management / oversight system which recognizes all the participants in the **PROJECT** as well as their individual goals and has become an effective blend of private / public project opportunity.

Aspiring to achieve acceptable levels of service on local road and street arterials the **CITY** and the **COUNTY** are obvious participants in this **PROJECT**. Interested in reducing levels of congestion on off ramps at existing interchanges and participating with the **CITY** and **COUNTY** in implementing regional solutions, the **STATE** is a valued and important participant as well.

Coincident with the public needs and goals mentioned above is a large private land development know as "Grand Ridge" which is situated adjacent to I-90 along the north leg of the proposed interchange modifications. Grand Ridge contributes significant trips to the regional transportation network and is responsible for mitigating those trips and contributing financially to the solutions of identified regional transportation problems. Grand Ridge cannot build out to ultimate land use capacity without the additional access to I-90 that the Sunset Interchange modifications will provide.

#### EXISTING PROJECT MANAGEMENT SYSTEM

The original impetus for the **PROJECT** was the consortium of the **CITY**, **COUNTY** and the **PARTNERSHIP** who have been cooperatively working on solutions to the need for several years. To that end they created a team approach managing the **PROJECT** as follows:

1. **PROJECT EXECUTIVE COMMITTEE**

The Executive Committee operates to provide **PROJECT** vision, oversight and review and guidance to assure policy goals of the **CITY**, **COUNTY** and **STATE** are achieved as well as land use goals of Grand Ridge. The Executive Committee is composed of representatives of the following:

- Public Works Director, City of Issaquah
- Northwest Regional Administrator, WSDOT
- Road Services Division Manager, Metropolitan King County
- Grand Ridge Partnership & Glacier Ridge Partnership

The Executive Committee is recognized as the collaborative leaders of the multiple participants with vested interests in the various projects associated with the **PROJECT**. The Executive Committee is briefed at each phase and increment of project development to ensure thorough achievement of all participants' goals. The Executive Committee will continue to operate in this fashion as the check and balance for project development.

2. **PROJECT ADVISORY COMMITTEE:**

The Project Advisory Committee (PAC) is composed of Managers from the participants with direct project development responsibilities. They are specifically the leaders who are directing the technical teams as they work on **PROJECT** development.

The PAC meets approximately bi-weekly to review project development matters, reporting on individual participant accomplishments and coordinating efforts. They also provide direction to technical teams accomplishing project work. The PAC presents policy issues to the Executive Committee for resolution and technical issues for confirmation and approval.

3. **CONSULTANT**

The consultant selected by the Executive Committee for performing EIS and Design work, currently under contract to the CITY, is Parsons Brinckerhoff of Seattle, Washington.

4. **CONSTRUCTION COORDINATION:**

During the construction phase, the STATE's Project Manager in cooperation with the CITY's Project Manager shall brief the **PROJECT** Executive Committee regularly on such items as/but not limited to:

- Progress
- Budget
- Schedule
- Changes or deviations from plan
- Change Orders

Said briefings shall be held on schedules mutually agreed to by the membership of the **PROJECT** Executive Committee and the Project Managers.

## AGREEMENT

### SUNSET INTERCHANGE MODIFICATION ON I-90

#### EXHIBIT "B" PROJECT PHASES AND SCHEDULE

PHASES and APPROXIMATE SCHEDULE FOR BEGINNING OF EACH.

1. **PROJECT DEVELOPMENT:** Underway at the present time by Parsons Brinkerhoff contracted to the **CITY** as lead agency for administrative purposes on behalf of the **REGIONAL ALLIANCE**. Current schedule anticipates completion of this phase by spring of 1998.
  - The draft NEPA/SEPA environmental impact statement, the final environmental impact statement, the design report, the right of way plan and other pertinent documents necessary for project development shall be prepared by the **CITY** and its consultant in accordance with the current State of Washington standard environmental documentation and design report standards unless otherwise noted.
2. **DESIGN:** Final design will begin as the EIS completes and will be finished in early 1999.
  - Plans, specifications and estimate of cost shall be prepared by the **CITY** and its consultant in accordance with the current State of Washington standards.
  - The **STATE** shall acquire all right of way determined necessary for the **PROJECT**.
  - The **STATE** shall advertise the **PROJECT** for construction bids and shall award a construction contract if bids are received within the **PROJECT** cost model in Exhibit "C". If bids exceed the amount of money planned for construction in Exhibit "C" the **PROJECT** Executive Committee shall be immediately convened, as described in Section II of the **SUNSET INTERCHANGE MODIFICATIONS ON I-90** agreement, to review bids and recommend action to the signatures to this agreement.
3. **CONSTRUCTION AND POST CONSTRUCTION:** Assuming little right of way acquisition for the Interchange, construction should begin soon after completion of final design and be completed in two construction seasons or approximately the end of the year 2000.
  - The **STATE** shall manage all construction activities with full **PROJECT** management responsibilities consistent with the **STATE** Construction Manual.
  - The **STATE** shall be responsible for all post construction documentation and **PROJECT** close out activities consistent with the **STATE** Construction Manual.

NOTE: The schedule identified above for each phase is based on scheduling done during 1995 by the EIS consultant and may change depending on the actual dates of accomplishment of the preceding phase. The schedule will be updated at the end of each phase by the parties to this agreement as indicated in Section III of the agreement "COST MODEL AND SCHEDULE".

EXHIBIT "C" COST MODEL				
SUNSET INTERCHANGE ON I-90				
Estimates in millions \$				
PROJECT	\$ OBLIGATION	CURRENT BIENNIUM (TO JULY 97)	NEXT BIENNIUM (TO JULY 99)	TOTAL INDIVIDUAL PROJECT
****SUNSET IC PARTNERSHIPS**		0.5	3.3	5.7
CITY**		0.0	0.7	0.7
KING CO.**		1.0	0.4	1.4
STATE (WSDOT)**		0.5	0.0	27.2
ISTEA (Federal)*		0.0	0.0	3.0
subtotal =		2.0	5.4	38.0
* ISTEA (Federal grant) not approved. Three projects on PSRC list but fell below current available funds. Will apply again next year				
**Financial contribution obligations of the Partnerships, City and the County are per the MTFAs.				
*** Financial contributions from the STATE are per legislative obligations of annual budget adoptions. Future biennium WSDOT allocation not known yet.				
**** The scope of the Sunset Interchange Project on I-90 includes the maximum cost alternative as identified in current EIS alternatives. This scope includes a flyover.				



**AGREEMENT****SUNSET INTERCHANGE MODIFICATION ON I-90****EXHIBIT "D"****ESTIMATE OF COST FOR STATE SERVICES**

The STATE shall prepare an estimate of cost for providing all services rendered under this AGREEMENT. It shall be attached hereto as EXHIBIT "D". Said EXHIBIT "D" shall be updated by phases along with all other components of the cost model and budget.

The current estimate of Phase one is attached as part of this EXHIBIT.

The estimate for Phase two, Design, is 15% of the design engineering cost. This estimate will be updated, if necessary, by letter Supplement as Phase one is completed.

The estimate for Phase three, Construction and Post Construction, is 15% of the construction cost. This estimate will be updated, if necessary, by letter Supplement as Phase two is completed.

## AGREEMENT

### SUNSET INTERCHANGE MODIFICATIONS ON I-90

#### EXHIBIT "E" BACKGROUND, REGIONAL PARTNERS AND PROJECT DEVELOPMENT TO DATE

##### BACKGROUND

Modifications to the Sunset Interchange on I-90 from a half diamond interchange to a full diamond interchange have been the subject of regional studies for some time.

For more than a decade, local authorities from the City of Issaquah, King County and the Washington State Department of Transportation have studied congestion on the existing accesses to I-90 in the Issaquah region. Congestion has in large part been the result of limited capacity on certain arterial roads and streets accessing I-90 and limited capacity on the existing interchanges on I-90 in the vicinity of Issaquah. Congestion is now exceeding concurrency standards contained in the King County Comprehensive Land Use Plan and regional Growth Management Plans.

Several of those studies are:

##### I-90 Corridor Access Study

This study was undertaken in the mid 1980s by Washington Department of Transportation, The City of Issaquah and King County to identify congestion problems in the Issaquah area of the I-90 corridor. The study identified said problems and recommended numerous mitigations many of which have been done.

Those recommended improvements which were most easily funded included improvements to existing interchanges at SR 900 and Front Street Interchanges. They included ramp improvements, ramp signals and other operational improvements which helped. The existing interchanges may be considered at maximum build out for capacity opportunities.

Not completed were the major arterial access deficiencies identified in this study.

##### Sunset Interchange Added Access Study

A study nearing completion being performed by Bell-Walker Engineers, Inc. of Bellevue, Washington which is examining the details of adding additional access capacity to the Sunset Interchange.

##### GMA Transportation Element

During development of the Regional Comprehensive Plan, a transportation plan was developed and adopted which studied the entire region. This plan is the framework plan for all subsequent transportation studies.

#### South Plateau Access Route Feasibility Study

Prior to GMA, King County had performed updates to its East Lake Sammamish Community Plan during which they had identified traffic deficiencies causing regional congestion problems. At one time during this period the congestion problem caused County elected officials to impose a building moratorium until solutions could be identified and funded.

Out of these efforts came a study to locate alternative access routes off the south end of the Lake Sammamish Plateau. This study is the principle guidance followed by King County in proceeding with South Plateau Access Road development.

Many other studies exist which have value to the **PROJECT**. These studies are accessible through the offices of the City of Issaquah, King County and the Washington State Department of Transportation.

Based on the conclusions of these studies and the goal of reducing local congestion and providing suitable levels of service on local arterial roads and streets, local officials have adopted projects within their local Transportation Improvement Plans to construct several local arterial projects which will access I-90 at the Sunset Interchange.

Those local arterial projects which are in development at this time are:

#### Southeast Bypass of the City of Issaquah

The Southeast Bypass project is a new location currently in planning stage which will connect to the south leg of the Sunset Interchange **PROJECT** and run southerly to a connection with the Issaquah-Hobart to Front Street corridor. It will be the subject of an EIS and location study this year

#### South Sammamish Plateau Access Road Project

The South Sammamish Plateau Access Road Project is part of the same project development EIS and Design Project as the Sunset Interchange Modifications. It is planned to provide arterial access northerly from the Sunset Interchange to the Lake Sammamish Plateau.

#### North Sammamish Plateau Access Road Project

The North Sammamish Plateau Access Road is a separate project with King County as lead agency. The North Sammamish Plateau Access Road is a connection from the South Sammamish Plateau Access Road to the intersection of Issaquah-Fall City Road and Issaquah-Pine Lake Road. It is planned to provide arterial access northerly from the Sunset Interchange on I-90 via the South Sammamish Plateau Access Road to the Lake Sammamish Plateau.

#### Grand Ridge Development

Grand Ridge is a land use development owned by the "PARTNERSHIP", located on the ridge immediately adjacent to I-90 on the north side of the interstate lying northeasterly of downtown Issaquah.

This development includes approximately 3250 residences and 3.2 million SF of commercial/retail floor space.

The developer has completed an EIS, annexed to the City and is presently completing interlocal agreements and other land use details associated with complex developments. Phase one of the development can proceed without the interchange. The developer plans to implement internal road and street improvements concurrent with the interchange project for ultimate build out.

Grand Ridge is the private partner in the consortium of public and private agencies/company cooperating to fund and make possible these major transportation projects in the I-90 corridor.

#### PUBLIC/PRIVATE PARTICIPATION

The PROJECT is truly regional as well as having private and public motivation for its accomplishment and construction.

The public participants are the CITY of Issaquah, King County and the STATE, each of whom has individual goals, needs and motivations for this PROJECT and, furthermore, each of whom has individually budgeted current years funds for its accomplishment and anticipates future budget authorization for additional funds through PROJECT completion.

The private sector participant is the development known as Grand Ridge and its' owners the "PARTNERSHIP". The development also has goals, needs and motivations for the PROJECT. The development goals, needs and motivations are market related being functions of the land development industry.