

November 28, 1988  
0974C/SM/rr

Introduced By: Nickels

Proposed No.: 88-703

MOTION NO. 7367

A MOTION authorizing the King County Executive to enter into an amended interlocal agreement with the City of Seattle to accomplish the completion of the construction of Phase II of the West Seattle Bridge Project.

WHEREAS, the King County council has through Motion Nos. 4151, 5070 and 5226 authorized King County to participate financially in the construction of the City of Seattle's West Seattle Bridge Project, and

WHEREAS, an interlocal agreement was executed pursuant to those Motions on the 22nd day of June, 1981, and

WHEREAS, the King County council wishes to affirm its commitment to proceed with construction of Phase II of the Project, and

WHEREAS, the construction of Phase II has been changed to provide for greater flexibility by incorporating a two-lane moveable structure bridge, and

WHEREAS, the County's Phase I commitment to the Project has been completed, and

WHEREAS, King County council wishes to continue its cooperative and mutually beneficial support of the construction of this Project;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. King County council authorizes the county executive to enter into the attached amendment to the West Seattle Freeway Bridge Interlocal Agreement with the City of Seattle to accomplish King County's contribution to Phase II of the West Seattle Bridge Project.

B. It is the intent of the council to conclude funding for Phase II of the West Seattle Bridge Project in accordance with the schedule included in the attached interlocal agreement.

PASSED this 5th day of December, 1988.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*Gary Grant*  
Chairman

ATTEST:

*Janet M. Stevens*  
Clerk of the Council

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FIRST AMENDMENT TO WEST SEATTLE FREEWAY  
BRIDGE INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO the West Seattle Bridge Interlocal Agreement is entered into as of \_\_\_\_\_, 1988 between KING COUNTY, a municipal corporation (the County) and THE CITY OF SEATTLE, a municipal corporation, (the City).

R E C I T A L S:

A. The parties hereto entered into the West Seattle Freeway Interlocal Agreement dated June 22, 1981, (the Agreement), which provided certain terms and conditions for accomplishment of the West Seattle Freeway Bridge Project (the Project).

B. The County having completed its required Phase I commitment, the parties wish to reaffirm their Phase II commitments as established in the Agreement as amended herein to proceed with construction of Phase II of the Project.

C. In order to provide for efficient completion of Phase II of the Project, the City and the County desire to make certain changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained in the Agreement and in this Amendment thereto, the County and the City agree as follows:

1. Section I of the Agreement is amended to read as follows:

I. DEFINITIONS

The term, "Project," as applied hereinafter to the West Seattle Freeway Bridge, refers to the proposed construction of a six-lane, high-level bridge and the removal of Spokane Street Bascule Bridge No. 1, hereinafter referred to as Phase I and to the construction of a two-lane moveable structure bridge with a minimum horizontal clearance of 250 feet and a minimum clearance bridge height of 55 feet (measured from center span to center channel at medium high water) across the West Waterway to provide local access to Harbor Island and the removal of Spokane Street Bascule Bridge No. 2, hereinafter referred to as Phase II.

2. Section IIIA.1 of the Agreement is amended to read as follows:

1. The design, construction, operation and maintenance of the two-lane moveable structure bridge with a minimum horizontal clearance of 250 feet and a minimum bridge height of 55 feet (measured from center span to center channel at medium high water) and removal of the Spokane Street Bascule Bridge No. 2.

3. Section IV.A of the Agreement is amended to read as follows:

A. The County having fulfilled its financial obligation for Phase I, shall pay the City, for use in connection with the construction only of Phase II of the Project, a sum not to exceed Four Million Dollars (\$4,000,000).

4. Section V.F of the Agreement is amended to read as follows:

F. The timing of progress billings by the City for Phase II shall be proportionate to the timing of the expenditure of city funds for the project. King County shall make payment within 120 days of the first billing and within thirty (30) days after receipt of subsequent billings. No County contribution will be made to Phase II if the City fails to commence construction of the Phase II project within eight years of the completion of Phase I.

5. There is added to the Agreement a new Section V.J to read as follows:

J. The City may withdraw from the West Seattle Freeway Fund or successor fund, immediately after the opening of bids for Phase II of the Project, funds in excess of funds reasonably expected to be needed for Project completion. Upon any withdrawal of funds, the City will immediately reimburse the County 10/197 of the withdrawn amount.

6. There is added to the Agreement a new Section V.K to read as follows:

K. If, upon opening of bids for the principal construction contract for Phase II of the Project, total Project costs exceed the current estimated cost to complete Phase II of the Project (see Attachment A, hereto) of Forty-six Million Three Hundred Thousand Dollars (\$46,300,000), the City

may, after adoption of a resolution for such purpose, void and cancel this agreement as amended upon delivery of written notice of such resolution to the County before expiration of bids. Upon delivery of such notice, all terms and provisions of this agreement as amended shall be void and of no further effect.

7. Except as expressly amended herein, all provisions of the Agreement shall remain in full force and effect.

8. This First Amendment to the West Seattle Freeway Bridge Interlocal Agreement shall become effective and binding when executed by both parties.

ATTEST:

THE CITY OF SEATTLE  
PURSUANT TO  
ORDINANCE \_\_\_\_\_

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Mayor

ATTEST:

KING COUNTY

By \_\_\_\_\_

\_\_\_\_\_  
County Executive

STATE OF WASHINGTON

ss.

THE COUNTY OF KING

THIS IS TO CERTIFY: That on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Mayor and \_\_\_\_\_, City Comptroller, respectively, of The City of Seattle, a municipal corporation, that executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year of this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_

STATE OF

ss.

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and an oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_

## ATTACHMENT A

WEST SEATTLE FREEWAY PHASE 2  
COST ESTIMATE

## CONCRETE SWING BRIDGE

- o Reduced channel improvement - minimum dredging to construct swing bridge; will complete dredging with Duwamish Widening and Deepening.
- o All timber pier protection - Cluster Dolphins on east side; Cluster Dolphins and timber facing on west side.

## CONSTRUCTION ESTIMATE

## ESTIMATE (\$ Millions)

Substructure	4.40
Superstructure	5.80
Control House	0.50
Machinery & Electrical (Includes spare lift/turn cylinder)	7.26
Controls	0.40
Pier Protection	0.47
Channel Excavation	0.19
Approach Structures	4.56
Demolition	2.66
Other Items	
o Civil	1.21
o Utility	0.56
o Traffic	0.53
o Access Trestles	<u>0.05</u>
Subtotal	28.59
Mobilization @ 10%	3.00
Incidentals of Contract @ 10%	<u>3.00</u>
Contract Estimate	34.59
Construction Management & Insurance	7.00
Contingencies & Claims	<u>3.91</u>
Total Construction	45.50
RIGHT OF WAY: COST TO COMPLETE	0.50
PRELIMINARY ENGINEERING: COST TO COMPLETE	<u>0.30</u>
TOTAL	46.30