



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 11, 2001**

**Motion 11344**

**Proposed No. 2001-0583.2**

**Sponsors Phillips**

1           A MOTION authorizing the county executive to enter into  
2           an interlocal agreement with the city of Seattle relating to  
3           construction of regionally significant transportation  
4           facilities.

5  
6  
7           WHEREAS, it is in the regional interest to improve the access between the State  
8           Road 519 ramps and Alaskan Way, in the proximity between Atlantic Street and King  
9           Street, and

10           WHEREAS, Alaskan Way has been identified as a component of the regional  
11           arterial network, and

12           WHEREAS, the county recognizes the need for improvements to address traffic  
13           circulation impacting major facilities in the area which include port and ferry facilities,  
14           the two sports stadiums and the King County department of transportation Ryerson transit  
15           base, and

16           WHEREAS, the city of Seattle has been designated the lead agency for design,  
17           construction and all other matters related to the project, and

18           WHEREAS, the first phase of the project will pick up the two-way movement  
19 from the new SR-519 off ramp, along Atlantic Street, and accommodate this traffic onto  
20 Alaskan Way, and

21           WHEREAS, future phases will alter the Atlantic Street off-ramp into a one-way  
22 eastbound couplet, and will pick up the second SR-519 ramp (along Royal Brougham  
23 Way) for the westbound portion of the couplet, and

24           WHEREAS, the overall budget for this project is sixteen million dollars, with  
25 more than six million dollars in state, federal and railroad contributions, and

26           WHEREAS, King County's entire contribution would be seven hundred fifty  
27 thousand dollars in 2002 towards design and construction of the first phase, and

28           WHEREAS, the city and the county are authorized, pursuant to chapter 39.34  
29 RCW, to enter into an interlocal government cooperative agreement of this nature;

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

31           The county executive is hereby authorized to execute an interlocal agreement,

Motion 11344

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32 substantially in the form attached to this motion, with the city of Seattle for the design  
33 and construction of improvements to SR-519 and Alaskan Way.

34

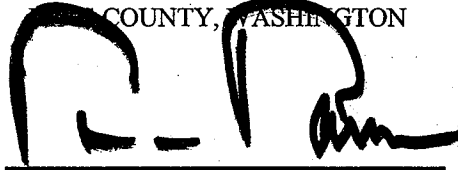
Motion 11344 was introduced on 12/3/01 and passed as amended by the Metropolitan King County Council on 12/10/01, by the following vote:

Yes: 10 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Mr. Irons and Ms. Patterson

No: 0

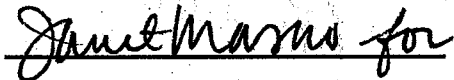
Excused: 3 - Ms. Fimia, Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL  
COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments**

A. Interlocal Agreement Between the City of Seattle and King County for the Design and Construction of Surface Improvements to SR-519-Alaskan Way, December 10, 2001, Revised

**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF SEATTLE AND KING COUNTY**  
**FOR THE DESIGN AND CONSTRUCTION OF SURFACE**  
**IMPROVEMENTS TO SR-519-ALASKAN WAY,**  
**DECEMBER 10, 2001, REVISED.**

THIS AGREEMENT is entered into by and between the City of Seattle ("the City") and King County ("the County") for the purposes of performing design and construction of surface improvements to SR-519-Alaskan Way, more particularly described herein (the "Surface Improvements Project"):

**RECITALS**

- A. The Surface Improvements Project is located within the corporate limits of the City of Seattle.
- B. The City is developing plans to improve access between the new SR-519 ramps and Alaskan Way South between S. Massachusetts Street and S. King Street.
- C. The City's Transportation Strategic Plan has identified the need for this Surface Improvements Project.
- D. The County recognizes the need for improvements to address traffic circulation problems adversely impacting major facilities in the area, including port and ferry facilities, the two sports stadiums and the County's Department of Transportation Ryerson transit base.
- E. The County has identified Alaskan Way as part of the regional arterial network.
- F. It is in the best interest of the City and the County to establish a lead agency to coordinate the Surface Improvements Project and to provide for its design, construction and contract administration.
- G. The overall budget for the Surface Improvements Project is estimated at \$16 million, with more than \$6 million in state, federal, and railroad contributions and with the County contributing \$750,000 towards design and construction of such project's first phase.
- H. The City and the County are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal government cooperative agreement of this nature.

**NOW, THEREFORE,** the City and the County agree as follows:

**AGREEMENT**

**1. SCOPE OF WORK**

The Scope of Work under this Agreement is to prepare engineering design plans and specifications, construct and administer contracts related to the design and construction of Phase 1 of the Surface Improvements Project. The Surface Improvements Project will ultimately improve vehicular traffic access between the new SR-519 ramps and Alaskan Way. The first phase of the Surface Improvements Project (2002 construction) will address the two-way movement of vehicular traffic from the new SR-519 ramp (along Atlantic Street) and accommodate this traffic onto Alaskan Way.

**2. TERMS AND CONDITIONS**

- A. The City, through Seattle Transportation, shall be the lead agency for the Surface Improvements Project with regard to design, construction, SEPA review, permitting, funding, contract administration and all other matters pertinent to accomplishment of the Scope of Work.
- B. The City shall either (i) design and engineer or (ii) contract with a professional consulting engineering firm for the design and engineering of the Surface Improvements Project in accordance with all applicable standards and procurement requirements.
- C. The City shall provide all engineering, administrative, inspection and clerical services necessary for the execution of the Surface Improvements Project. In providing such services, the City may exercise all the powers and perform all the duties vested by law or ordinance in City officials.
- D. The City shall be responsible for incorporating any public information and involvement process required for the Surface Improvements Project. The County shall be given the opportunity to attend and participate in any associated public meetings.
- E. The parties to this Agreement shall appoint a contact person or persons to act as liaisons for the Surface Improvements Project. These contact persons will meet on an "as needed" basis to provide guidance for such project and serve as a coordination body between the parties.

### 3. CONSTRUCTION CONTRACT BIDDING

- A. The City shall prepare the construction contract bid documents for the Surface Improvements Project.
- B. The City shall advertise the Surface Improvements Project construction contract in the official legal publication for the City and, if necessary, other newspapers in the Seattle Metropolitan area if necessary to provide appropriate coverage.
- C. The City will provide to the County a copy of the construction plans and specifications advertised for bid.
- D. The City will open the bids in accordance with its standard practices and procedures. The City will notify the County of the time and date of the opening of the bids, which is typically two to three weeks after a project has been advertised. The County may, but need not, attend the opening of the bids.
- E. The City will tabulate the bids in accordance with its standard practices and procedures. The City shall provide a dated copy of the bid tabulations to the County.
- F. Unless all bids have been rejected or the process otherwise terminated, the City shall award the construction contract for the Surface Improvements Project to the lowest responsive and responsible bidder, subject to applicable laws and regulations.

- G. The City shall be responsible for following all applicable Federal, State and local laws, rules, and regulations in the expenditure of the funds in connection with the Surface Improvements Project transferred to it by the County. The City assures the County that its procedures are consistent with applicable laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
- H. In connection with this Agreement, neither the City nor any party contracting or subcontracting in connection with the Surface Improvements Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration of the delivery of services or any other benefits under this Agreement. The City shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to RCW Chapter 49.60 and titles VI and VII of the Civil Rights Acts of 1964.
- I. The City shall provide all services necessary for administration of the construction contract for the Surface Improvements Project.

#### 4. PAYMENT

- A. The City and County agree that the County's Road Services Division, Department of Transportation, shall transfer to the City \$750,000 for use as part of the local share of the design and construction costs for Phase 1 of the Surface Improvements Project within 30 days of the effective date of this Agreement.
- B. To document the expenditure of all County funds provided for herein in connection with this Agreement, the following information will be submitted to the County:
  - 1) For expenses which occur before the City is authorized by the State to obtain reimbursement from grants, official City accounting reports indicating the use of County funds for the design and construction of Phase 1 of the Surface Improvements Project will be provided on a monthly basis.
  - 2) Once grant reimbursement is authorized by the State, the City shall provide copies of the billing invoices submitted to the state for that reimbursement. The invoices shall indicate the extent of use of County funds for the local share of costs supporting the grant billing.
- C. The County's financial obligation for the Surface Improvements Project is limited to \$750,000.

#### 5. DURATION/TERMINATION

- A. This Agreement shall remain in effect until final acceptance of Phase 1 of the Surface Improvements Project by the City and payment by the County of all moneys due from

the County to the City, subject only to the early termination provisions in Section 5.B and C.

- B. If expected or actual funding for Phase 1 of the Surface Improvements Project is withdrawn, reduced or limited in any way prior to the completion of such project, either party may, with thirty (30) days written notice to the other party, terminate this Agreement.
- C. In the event of termination pursuant to Section 5(B) prior to completion of Phase 1 of the Surface Improvements Project, then:
  - 1) All direct and indirect phasing-out costs shall be paid by the party requesting termination.
  - 2) Termination costs payable shall not exceed the actual costs incurred as a result of termination of Phase 1 of the Surface Improvements Project.
  - 3) The non-terminating party shall be released from any obligation to provide further services pursuant to this Agreement.

## **6. INDEMNIFICATION AND HOLD HARMLESS**

- A. Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in the performance of this Agreement.
- B. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

## **7. DISPUTE RESOLUTION**

- A. In the event of a dispute between the parties regarding this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to resolve the matter informally within 30 days, the matter shall be decided by the Director of Seattle Transportation and County Road Services Division Manager.
- B. If the dispute involves a claimed breach of this Agreement and the parties are not able to resolve it by the decision of the Director of Seattle Transportation and the County Road Services Division Manager, the party claiming breach may bring suit against the other party in the King County Superior Court.

- C. The Mayor of Seattle and the King County Executive may also agree to a further alternative dispute resolution process.

## 8. OTHER PROVISIONS

- A. The City shall be deemed an independent contractor for all purposes and the employees of the City, or any of its contractors, subcontractors and their employees, shall not in any manner be deemed to be employees or agents of the County.
- B. Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.
- C. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- D. The City shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction and associated with the Surface Improvements Project.
- E. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- F. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- G. This Agreement may be amended only by an instrument in writing, duly executed by both parties.
- H. In the event the City is not able to use the funds provided through this Agreement for the Surface Improvements Project or for other major circulation improvements within the Surface Improvements Project area, the City shall first obtain approval of the County to use the funds for other regional transportation purposes through an amendment to this Agreement. If the City without permission of the County spends any of the funds provided to it by the County for purposes other than those described in this Agreement, and as it may be amended, the City shall return such funds to the County on 30 days written demand.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date last written below.

**CITY OF SEATTLE**

**KING COUNTY**

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**INTERLOCAL AGREEMENT**

**11344**

City of Seattle And King County

Design And Construction Of Surface Improvements To SR-519-Alaskan Way.

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**Mayor**

**King County Executive**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**Deputy Prosecuting Attorney**