CONTRACT FACE SHEET

Document Type:  
- Claim  
- Collective Bargaining Agmt  
- Connection Charge Agmt  
- Contract  
- Franchise Agreement  
- Grant Agmt  
- Interlocal Agmt  
- Latecomer Agreement  
- Lease  
- MOU  
- ROW Use Agmt  
- Settlement Agmt

Relationship to Original:  
- Amendment  
- Cancellation  
- Change Order  
- Correspondence  
- Initial  
- Lien  
- MOU  
- New  
- Release  
- Renewal  
- Retainage  
- Working

*Vendor Name: WSDOT

*JDE PO Number: 

*Original’s Effective Date: 05.09.2009

*Amendment’s Effective Date 

*Termination Date: 12.31.2009

*Clerk’s Receiving Number: 45134 (City Clerk’s Office will enter)

Related Receiving Number: 

Bid/RFP/RFQ/ITQ Number: 

Ordinance Number: 

Resolution Number: 7904 03.16.2009

CIP Number: "Interchange Improvements Project" UT 01294

Project Description: Work by State, Actual Cost

KC Recording Number: 

Vendor or Parcel Number: 

File Location: 09.1681

- Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: TR  

Face Sheet Date 10.20.2009  

Scan/Index Date 10.20.2009  

JDE  

ECM
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter called the "STATE," and the CITY OF BELLEVUE, 450 110TH AVE NE, BELLEVUE, WA 98004, hereinafter called the "CITY," collectively referred to as the "PARTIES," and individually referred to as the "PARTY."

WHEREAS, the STATE is planning the construction or improvement of State Route I-405, Control Section 174302, I-405/NE 8TH ST TO SR 520 BRAIDED CROSSING - INTERCHANGE IMPROVEMENTS project, hereinafter called the "PROJECT," and in connection therewith, it is necessary to protect, modify and/or relocate certain CITY- owned facilities (hereinafter "UTILITIES"). Said work hereinafter called the "UTILITY WORK," and

WHEREAS, it is deemed to be in the best public interest for the STATE to include the necessary items of UTILITY WORK in the STATE's design-build construction contract, and

WHEREAS, the CITY is obligated to reimburse the STATE for any UTILITY WORK required for facilities not located on easements or CITY-owned right-of-way (hereinafter "CATEGORY 1 UTILITIES"); and the STATE is obligated to pay for the protection, modification and/or relocation of CITY-owned facilities where the CITY has a compensable property interest by virtue of being located on easements or CITY-owned right-of-way (hereinafter "CATEGORY 2 UTILITIES"),

NOW, THEREFORE, pursuant to chapter 47.44 RCW, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, CONSTRUCTION, INSPECTION AND WORK ACCEPTANCE

1.1 This AGREEMENT addresses UTILITY WORK, relating to CATEGORY 1 UTILITIES, that is necessary to protect, modify and/or relocate UTILITIES for purposes of the PROJECT. CATEGORY 2 UTILITIES are not covered by this Agreement.

1.2 The STATE, through its Design-Builder, agrees to perform the UTILITY WORK, including both design and construction, in accordance with the Scope of Work marked Exhibit A, and Plans, marked Exhibit C, both attached hereto and by this reference made part of this AGREEMENT.

1.3 The STATE shall require its Design-Builder to develop the designs for the UTILITY WORK in accordance with the Bellevue City Code and current City of Bellevue Engineering Standards as generally shown on Exhibit C, STATE utility permit and/or franchise requirements, and the specifications including in the PROJECT Request for Proposal (RFP) and amendments; to the extent that the RFP specifications affect the UTILITY WORK, such specifications are included in this AGREEMENT and Exhibit A by this reference. In accordance with Exhibit A, the CITY agrees to work directly with the Design-Builder and shall review and approve the design build final plans and specifications for the UTILITY WORK. The STATE shall further require its Design-Builder to construct the CITY facilities in accordance with the CITY-approved plans and specifications.

1.4 The CITY may, if it desires, furnish an inspector on the UTILITY WORK in accordance with Exhibit A. The CITY agrees any costs for CATEGORY 1 UTILITY WORK inspection will be borne solely by the CITY.
1.5 The STATE shall promptly notify the CITY in writing when the UTILITY WORK is completed.

1.6 The CITY shall, within ninety (90) days of being notified that the UTILITY WORK is completed: (a) deliver a letter of acceptance to the STATE; or (b) deliver to the STATE written notification listing all reasons for withholding acceptance.

1.7 If the CITY does not respond within ninety (90) days, the UTILITY WORK will be deemed accepted by the CITY, and the STATE shall be released from all future claims and demands resulting from the performance of the UTILITY WORK under this AGREEMENT.

1.8 Upon completion and acceptance of the UTILITY WORK, the CITY agrees that it shall be solely responsible for all future ownership, operation and maintenance of its UTILITIES, without STATE liability or expense.

1.9 In regards to CITY acceptance addressed in sections 1.6 or 1.7 above, the CITY does not waive or accept any claim or demand for defects in design or construction to the extent of the Design-Builder's liability to the STATE for such defects. It is agreed that the STATE's liability to the CITY under such circumstances shall not exceed sums, if any, as may be recovered from the Design-Builder. The CITY shall have full responsibility for preparation and presentation of such claims, if any, and shall bear all expenses thereof, including attorneys' fees and costs and any expenses of any nature, including attorneys' fees and costs which may be incurred by the STATE.

2. COST LIABILITY AND PAYMENT

2.1 The estimated cost for UTILITY WORK to be performed by the STATE’s Design-Builder at CITY expense is ONE MILLION TWO HUNDRED SIX THOUSAND SIX HUNDRED FIVE DOLLARS ($1,206,605) and is detailed in Exhibit "B," attached hereto and by this reference made a part of this AGREEMENT. The estimate is based on a conceptual design to protect, modify or relocate CITY UTILITIES which have been identified as possibly being in conflict with the PROJECT and is for budgetary purposes only. The estimate summarizes the anticipated costs for both the STATE and the Design-Builder. The purpose of the estimate is to provide the CITY with a framework upon which to plan funding authorization for the UTILITY WORK. It is understood by the PARTIES that the estimated funds may or may not be sufficient to complete the actual UTILITY WORK required by the PROJECT. In the event of an increase in the CITY's cost obligation of 25 percent or more from the total estimate shown in Exhibit B, the PARTIES agree to amend Exhibit B to identify said increase.

2.2 Notwithstanding section 2.1 above, the CITY agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the UTILITY WORK in this AGREEMENT.

2.3 The CITY agrees that it is responsible for the Design-Builder's bid price for the UTILITY WORK identified in Section 4.4 Exhibit B of Work, including any increased costs allowed pursuant to the Design-Build Contract.

2.4 The STATE shall invoice the CITY within five (5) days after receiving its Design-Builder's invoice for CITY UTILITY WORK. In recognition that the STATE does not have the legal authority to pay for the CITY's UTILITY work, the CITY agrees to make payment to the STATE within twenty-five (25) days of receipt of a STATE invoice. Invoices and supporting documentation will be submitted to the CITY on a monthly basis. The PARTIES agree that any payment will not constitute agreement as to the appropriateness of any item and that at the time of final invoice, all required adjustments will be made and reflected in a final payment.

2.5 The CITY agrees that if payment for the UTILITY WORK is not made within the provisions of section 2.4, the STATE may withhold any monies to which the CITY is entitled to receive from the Motor Vehicle Fund until payment for the UTILITY WORK is received by the STATE. If payment is not timely received, the STATE may expend those monies withheld toward costs owed, including 1% per month interest charges applied to any amounts owed beyond the twenty-five (25) day period.
3. **EXTRA WORK**

3.1 In the event it is determined that a change from the Scope of Work contained in Exhibit A is required, written approval must be secured from the CITY, through the STATE prior to beginning of such work. The STATE shall require it's Design-Builder to provide written documentation for the change that will include the description of work, justification for change, and costs that could be triggered by the requested change as part of its request. The City shall respond in writing to the STATE within seven (7) calendar days.

4. **BETTERMENTS**

4.1 For purposes of this AGREEMENT, a Betterment is any upgrading of UTILITIES that is not attributable solely to the construction of the PROJECT, and is made solely for the benefit of and at the election of the CITY, including an increase in the capacity, capability, level of service, efficiency, duration, or function of the relocated or replaced or new UTILITIES over that which was provided by the existing UTILITIES. The CITY shall be responsible for the additional cost of any Betterment. If the CITY requests or determines a Betterment is needed in relation to the UTILITIES covered by this AGREEMENT, said Betterment shall be pursuant to section 3.1. The CITY shall be fully responsible for all costs of any nature related to a Betterment.

5. **COMPLIANCE**

5.1 The CITY agrees to comply with all applicable requirements of the STATE which shall be in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this AGREEMENT for all intents and purposes as if fully set forth herein.

6. **RIGHT OF ENTRY AND FUTURE OWNERSHIP, OPERATION AND MAINTENANCE**

6.1 The CITY hereby grants to the STATE, including the STATE's employees, Design-Builder and its employees, consultants and subcontractors, a right of entry upon all land in which the CITY has interest for the purpose of performing the UTILITY WORK and PROJECT work.

6.2 In accordance with Exhibit A, Section 3, the CITY agrees, after relocation and/or adjustment of its facilities, to execute and deliver to the STATE a quit claim deed removing all CITY property interests from within the STATE's right of way.

6.3 Upon completion of the UTILITY WORK, all future ownership, operation and maintenance of the CITY's UTILITIES shall be at the sole cost of the CITY and without expense to the STATE.

7. **EASEMENT, PERMIT OR FRANCHISE**

7.1 Following completion and acceptance of the UTILITY WORK, the STATE shall amend or issue to the CITY the necessary permits, franchises or franchise amendments for those CITY UTILITIES located within STATE right of way. The CITY agrees to work with the Design-Builder using the process for submittal, review and approval of permits, franchises or franchise amendments found in Section 2.10.4.2 "New Franchises and Permits" of the PROJECT Request for Proposal. A copy of Section 2.10.4.2 is attached to Exhibit A as Attachment 2.
7.2 The CITY shall, after UTILITY WORK acceptance, execute and deliver to the STATE a quit claim deed removing all CITY property interests from within the STATE's right of way. The current CITY interests to be quit claimed include, but are not limited to: Maintenance Easement 20060815002042; Traffic Signal Easement 20060815002041; Water Easement 19991117000913; Sewer Easement 19991117000914; Easement 5994068; Easement 5994067; Easement 5994066; Sanitary Sewer Easement 6057045; Sanitary Sewer Easement 5994065; Sewer Pipe Easement 5994048; Sewer Pipe Easement 5994047; Sewer Pipe Easement 5994064; Sewer Pipe Easement 5935583; Sewer Pipe Easement 5994063; Sewer Pipe Easement 5994062; Water Easement 5844728; Water Easement 4972661; and Water Easement 9307090347. Reference Exhibit A, Attachment 1 for a sketch of the easements listed above.

8. TERMINATION

8.1 This AGREEMENT may be terminated upon sixty (60) days written notice given by either the CITY or the STATE. Upon termination by either PARTY, the CITY shall immediately pay the STATE for all actual direct and related indirect expenses and costs relating to the UTILITY WORK incurred by the STATE and/or by the Design-Builder, including the costs of non-cancelable obligations and/or Design-Builder claims related to the termination of the UTILITY WORK, up to the date of termination. Should this AGREEMENT be terminated, any remaining UTILITY WORK, if any, required for the PROJECT shall be performed in accordance with the applicable STATE utility permit or franchise in effect at the time of termination and all costs shall be the responsibility of the CITY.

9. DISPUTES

9.1 In the event that issues arise that are not addressed in this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest organizational level.

9.2 The CITY's Project Coordinator and the STATE's I-405 Project Engineer shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible. If the issue cannot be resolved at this level, the STATE's I-405 Deputy Project Director and the CITY's Deputy Transportation Director shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

10. INDEMNIFICATION

10.1 To the extent authorized by law, the CITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one PARTY arising out of, in connection with, or incident to the other PARTY's own negligent performance or failure to perform any aspect of this AGREEMENT; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, their employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY or STATE, and provided further, that nothing herein shall require the CITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that PARTY's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this AGREEMENT.

11. AMENDMENTS

11.1 This AGREEMENT may be amended by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the PARTIES.
12. AUDIT AND RECORDS

12.1 During the progress of the Work and for a period of not less than three (3) years from the date of final payment, both PARTIES shall maintain the records and accounts pertaining to the UTILITY WORK and shall make them available for inspection and audit by the other PARTY and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the UTILITY WORK will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

12.2 Each PARTY shall have full access to and right to examine said records of the other PARTY during normal business hours and as often as it deems necessary, and each PARTY shall pay for all costs of copies requested from the other PARTY.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year last written below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: ____________________________
Print: KIM HENRY
Title: PROJECT DIRECTOR
Date: 5/7/09

APPROVED AS TO FORM

By: ____________________________
Assistant Attorney General

CITY OF BELLEVUE

By: ____________________________
Print: David B. Berg
Title: Deputy City Attorney
Date: 4/16/09

APPROVED AS TO FORM

Date: 4/13/09

By: ____________________________
City Attorney
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT A

SCOPE OF WORK, SPECIFICATIONS & SPECIAL CONSIDERATIONS
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT “A”
SCOPE OF WORK

The UTILITY WORK under this AGREEMENT provides for the STATE, through its Design-Builder, to design and construct facilities necessary to protect, modify or relocate CATEGORY 1 CITY UTILITIES that are in conflict with the PROJECT. The existence of an actual conflict will depend on the final design provided by the Design-Builder.

The STATE will produce preliminary plans, specifications and cost estimates for the design-build PROJECT. The Design-Builder will finalize the PROJECT design and the UTILITY protection, modification or relocation designs required to construct the PROJECT. The design as it relates to the UTILITY WORK will be required to meet or exceed the CITY’s design and construction requirements, as well as the STATE’s requirements for the construction of I-405.

1. **SCOPE OF WORK**

   The STATE, through its Design-Builder, shall design, review, approve, construct and inspect UTILITY WORK necessary to protect, modify or relocate CATEGORY 1 CITY UTILITIES that are in conflict with the PROJECT.

2. **SPECIFICATIONS**

   Protection, modification, or relocation of the CITY UTILITIES will be designed and constructed according to the specifications included in the PROJECT Request for Proposal (RFP) and amendments, in addition to the Bellevue City Code and current City of Bellevue Engineering Standards for UTILITY WORK within STATE property as generally shown in Exhibit C.

3. **WORK BY THE CITY**

   3.1 The CITY shall furnish the labor, at its own cost, required to administer this AGREEMENT, including but not limited to, review and approval of the design of UTILITY WORK necessary to protect, modify or relocate CITY UTILITIES, as well as any CITY inspection of the UTILITY WORK as constructed by the Design-Builder.

   3.2 The CITY shall review UTILITY WORK specification and plan submittals made by the Design-Builder and return said submittals to the Design-Builder within fourteen (14) calendar days after receipt of each submittal. The CITY agrees to indicate on each submittal either “approved,” “approved with comments,” or “not approved, Design-Builder to revise and resubmit.” The aforementioned submittal review process will apply to any re-submittals resulting from a prior review. The CITY will have the right to inspect the UTILITY WORK. The CITY shall coordinate a mutually agreeable schedule and scope of inspection directly with the Design-Builder for CITY inspections. The CITY shall report any UTILITY WORK deficiencies in writing to the STATE and the Design-Builder’s Construction Quality Assurance Manager for resolution. 3.3 All costs for work performed under this Section 3 will be borne solely by the CITY.

4. **WORK BY STATE**

   4.1 The STATE shall require its Design-Builder to prepare plans and specifications, as well as construct any protections, modifications or relocations of CITY UTILITIES in conflict with the PROJECT.
4.2 The STATE shall require its Design-Builder to perform all inspection, sampling and testing of the UTILITY WORK in accordance with the Design-Builder’s approved Quality Management Plan developed by the Design-Builder and approved by the STATE.

4.3 The STATE will attend meetings between the Design-Builder and the CITY.

4.4 Since the PROJECT is being designed and constructed using a design-build project delivery method, the exact identity and number of CATEGORY 1 UTILITIES that may require protection, modification, or relocation in order to accommodate the PROJECT is unknown until such time as the design is developed by the Design-Builder. Nevertheless, based on conceptual plans, the PARTIES have identified the following seven (7) UTILITIES as possibly being in conflict with the PROJECT. The UTILITY WORK related to these seven (7) UTILITIES will be included as bid items in the RFP for the PROJECT.

1) Sanitary Sewer crossing I-405 near Milepost 13.78 – UI 517
2) 12" Water line crossing I-405 near Milepost 13.83 - UI336
3) 16" Water Main crossing I-405 near Milepost 14.12 - UI348
4) 8" Water line outside WSDOT right-of-way near Milepost 14.52 - UI380
5) 8" Sanitary Sewer crossing SR520 near Milepost 7.26 - UI421
6) 20" Water Main crossing SR520 near Milepost 7.37 - UI428
7) 12" and 8" Sanitary Sewer lines crossing SR520 near Milepost 7.53-7.60 - UI429

4.5 The CITY is responsible to pay for all work associated with the above referenced bid items at the price contained in the price proposal in the design-build contract, as may be adjusted from time to time pursuant to the design-build contract. If as a result of the final design for the PROJECT the UTILITY WORK identified above is either not required to be performed or reduced in scope, the STATE will seek a credit from the Design-Builder as appropriate under the design-build contract. It is acknowledged by the PARTIES that there may be additional CATEGORY 1 UTILITIES over and above those UTILITIES identified above that may require protection, modification or relocation in order to accommodate the PROJECT. As the PROJECT progresses, should other CATEGORY 1 UTILITIES be identified that require protection, modification, or relocation, the PARTIES agree that the resulting UTILITY WORK will be addressed pursuant to the terms of this AGREEMENT and shall not be considered a change to this Scope of Work. In such an event, should the Design-Builder have a right to an increase in contract price pursuant to the design-build contract, the CITY shall cooperate with the Design-Builder in developing a price to perform such UTILITY WORK. The CITY shall be responsible to reimburse the STATE for all such increases.
EXHIBIT A, ATTACHMENT 1

SKETCH OF EASEMENTS TO BE QUIT-CCLAIMED BY THE CITY OF BELLEVUE
COB WATER EASEMENT
# 903700047

DISCLAIMER: THIS IS A GRAPHICAL REPRESENTATION, AND IS INTENDED ONLY FOR INFORMATIONAL USE. REFER TO THE RECORDED EASEMENT DOCUMENTS.

SKETCH OF EASEMENTS TO BE QUIT-CLAIMED BY THE CITY OF BELLEVUE
UTILITY CONSTRUCTION AGREEMENT UT01204
PG 7 OF 8

FILE NAME: .../Utilities/City of Bellevue/UT01204_easement_exhibit.jpg
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DATE: 2/20/2009
PLOTTED BY: K. Dougher
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT A, ATTACHMENT 2

CHAPTER 2.10.4.2 OF THE PROJECT REQUEST FOR PROPOSAL
2.10.4.2 NEW FRANCHISES AND PERMITS

A permit or franchise is required for any Utility Work within WSDOT Right of Way in which the Utility Owner has not established a property right. The Utility Owner shall prepare an application for a new or amended franchise or permit simultaneously with preparation of the Relocation Agreement or design of modifications necessary for Protection in Place. The Design-Builder shall ensure that the Utility Owner submits an application for a new or amended franchise or permit to WSDOT as far in advance of construction as possible, but in any event not later than 30 Calendar Days prior to construction. The application and Relocation Agreement shall be revised as necessary to obtain a franchise or permit from WSDOT.

The Design-Builder shall ensure that a new or amended permit or franchise has been issued by WSDOT prior to beginning construction of any Relocation or Protection in Place. A new or amended permit or franchise is not required for the abandonment or removal of an existing Utility from within the WSDOT Right of Way. A list of existing Franchise/Permit Utilities is provided in the Utilities Summary Listings (Appendix U2).

2.10.4.3 ASSIGNMENT/DELEGATION OF UTILITY PERMITS/FRANCHISE RIGHTS AND OBLIGATIONS

For each Franchise/Permit Utility determined by the Design-Builder as requiring Relocation, the Design-Builder shall prepare an "Assignment/Delegation of Utility Permit/Franchise Rights and Obligations" document in a form substantially similar to Appendix U3. The Design-Builder shall submit the completed document to WSDOT for approval and execution. The Design-Builder may begin working with a Utility Owner prior to execution of the document by WSDOT, provided that the document shall be submitted to WSDOT no later than the Design-Builder’s submittal of the first draft of a Relocation Agreement.

If the Design-Builder determines that it will be unable to successfully negotiate a reasonable Relocation Agreement with the Utility Owner for a particular Franchise/Permit Utility, the Design-Builder shall notify the Utility Owner and WSDOT of such determination. The Design-Builder may, in addition to requesting assistance from WSDOT in accordance with Section 1-07 of the General Provisions, exercise the rights that have been assigned to it pursuant to the applicable Assignment/Delegation document, provided, however, that WSDOT makes no representation or warranty as to the Design-Builder’s ability under the Assignment/Delegation document to enforce those rights in a manner that satisfies the Design-Builder’s Project requirements, or at all.

2.10.5 IDENTIFICATION OF UTILITIES

2.10.5.1 INFORMATION SUPPLIED BY WSDOT

As specified in Section 1-07 of the General Provisions, WSDOT has performed certain investigations of existing Utilities located within the Right of Way. These investigations were preliminary, and their results may be inaccurate and/or incomplete. The Utility Information is provided in Appendix U. The Design-Builder is advised of the following:

- WSDOT’s investigations may have included making requests for “as-builts” from Utility Owners listed in the WSDOT database as having Franchise/Permit Utilities located within the Right of Way; visually locating above-ground Utility objects, including, but not limited to, poles, cabinets, vents, visible manholes, valve boxes, and vault covers; and surveying above ground objects.
EXHIBIT B

ESTIMATE OF COSTS
## UT 01294
### UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

### WORK BY STATE
### ACTUAL COST

### EXHIBIT “B”
### ESTIMATE OF UTILITY RELOCATION FUNDING

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<th>Item No</th>
<th>Milepost</th>
<th>Utility Type</th>
<th>WSDOT Identifier</th>
<th>Estimated Cost</th>
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<td>13.78 (I-405)</td>
<td>Sanitary Sewer crossing</td>
<td>UI336</td>
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<td>16&quot; Water Main crossing</td>
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<td>WSDOT Administrative Fee</td>
<td>9.2% of Direct Costs</td>
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**ESTIMATED TOTAL FUNDING**

$1,206,605
UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT B - ATTACHMENT 1

ESTIMATE OF COSTS - DETAIL
| COB LOCATION # | UTILITY TYPE | HIGHWAY MILEPOST LOCATION | DESCRIPTION | LF to be Relocated | $/LF to be Relocated | Construction Contingency (15%) | Total Estimated Costs | WSDOT Costs | COB Costs | Crossing Sheet | Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely | Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely | Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely Definite, Potential or Unlikely
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<td>8th Bridge</td>
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<td>ITS conduit in NE 8th and structure over 405</td>
<td>200</td>
<td>$175</td>
<td>$45</td>
<td>$49,000</td>
<td>$0</td>
<td>$49,000</td>
<td>8th Bridge</td>
<td>Unlikely</td>
<td>$49,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>UK</td>
<td>320</td>
<td>13.81</td>
<td>Miscellaneous</td>
<td>200</td>
<td>$175</td>
<td>$45</td>
<td>$49,000</td>
<td>$0</td>
<td>$49,000</td>
<td>8th Bridge</td>
<td>Unlikely</td>
<td>$49,000</td>
<td></td>
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<td></td>
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<td>WM</td>
<td>324</td>
<td>13.81</td>
<td>Ranges in NE 8th structure for future W</td>
<td>200</td>
<td>$200</td>
<td>$50</td>
<td>$56,000</td>
<td>$0</td>
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<td>8th Bridge</td>
<td>Unlikely</td>
<td>$56,000</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>WM</td>
<td>328</td>
<td>13.83</td>
<td>Removal Water line in NE 8th St</td>
<td>300</td>
<td>$275</td>
<td>$70</td>
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<td>$115,500</td>
<td>8th Bridge</td>
<td>Potential</td>
<td>$115,500</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>WM</td>
<td>336</td>
<td>13.82</td>
<td>12&quot; water crossing 405, N of NE 8th, brdg</td>
<td>100</td>
<td>$100</td>
<td>$0</td>
<td>$10,000</td>
<td>$0</td>
<td>$10,000</td>
<td>8th Bridge</td>
<td>Overtake</td>
<td>$10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>WM</td>
<td>344</td>
<td>13.95</td>
<td>Water Line</td>
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<td>$92</td>
<td>$23</td>
<td>$26,800</td>
<td>$0</td>
<td>$26,800</td>
<td>8th Bridge</td>
<td>Definite</td>
<td>$26,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>ST</td>
<td>345</td>
<td>14.09</td>
<td>Storm Sewer near West abutment of NE 12th Street Bridge</td>
<td>1400</td>
<td>$72</td>
<td>$4</td>
<td>$112,000</td>
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<td>$112,000</td>
<td>12th Bridge</td>
<td>Definite</td>
<td>$112,000</td>
<td></td>
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<td></td>
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<td>WM</td>
<td>344</td>
<td>14.12</td>
<td>16&quot; Water Main</td>
<td>1400</td>
<td>$276</td>
<td>$69</td>
<td>$41,400</td>
<td>$0</td>
<td>$41,400</td>
<td>12th Bridge</td>
<td>Definite</td>
<td>$41,400</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>SS</td>
<td>341</td>
<td>14.25</td>
<td>8&quot; Sanitary Sewer along east side of I-405 (per unofficial at 2400</td>
<td>$72</td>
<td>$172,800</td>
<td>$172,800</td>
<td>$0</td>
<td>$172,800</td>
<td>8th Bridge</td>
<td>Definite</td>
<td>$172,800</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>WM</td>
<td>345</td>
<td>14.48</td>
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<td>135</td>
<td>$100</td>
<td>$13,500</td>
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<td>8th Bridge</td>
<td>Definite</td>
<td>$13,500</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WM</td>
<td>345</td>
<td>14.52</td>
<td>8&quot; Water Line just outside ROW (per unofficial as-built)</td>
<td>225</td>
<td>$275</td>
<td>$69</td>
<td>$66,225</td>
<td>$0</td>
<td>$66,225</td>
<td>8th Bridge</td>
<td>Definite</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WM</td>
<td>344</td>
<td>15.06</td>
<td>12&quot; ands 10&quot; UG Water lines crossing 405</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
<td>NC</td>
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</tbody>
</table>

Direct Costs:
Total (WSDOT only items have 2.16 multiplier):

<table>
<thead>
<tr>
<th>Description</th>
<th>LF</th>
<th>LF Cost</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>5960</td>
<td>$1,272,225</td>
<td>$2,046,844</td>
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<tr>
<td></td>
<td></td>
<td>$967,775</td>
<td>$1,442,394</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$604,450</td>
<td>$604,450</td>
</tr>
</tbody>
</table>

$180,950 | $227,500 | $106,000 |

$180,950 | $227,500 | $106,000 |

Items COB funding responsibility. Calculated based on COB historical costs. COB calculated 25% construction contingencies and 15% design costs. All other items calculated by WSDOT include direct costs, multiplier of 2.16 is added in Total to cover their historical contingencies and design fees. Since COB was not responsible for other locations no new calculation was prepared and are shown for relocation responsibility percentages only.
<table>
<thead>
<tr>
<th>COB LOCATION #</th>
<th>UTILITY TYPE</th>
<th>UNIQUE IDENTIFIER</th>
<th>HIGHWAY MILEPOST LOCATION</th>
<th>CONFLICT DESCRIPTION</th>
<th>LF to Be Relocated</th>
<th>$LF to Be Relocated</th>
<th>Construction Contingency (25%)</th>
<th>Design (15%)</th>
<th>Total Estimated Costs</th>
<th>WSDOT Costs</th>
<th>COB Costs</th>
<th>Crossing Street</th>
<th>Definite, Potential or Unlikely</th>
<th>Conflict</th>
<th>Definite</th>
<th>Potential</th>
<th>Uncertain</th>
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</thead>
<tbody>
<tr>
<td>ST 413</td>
<td>Storm Sewer</td>
<td>7.04</td>
<td>116th Ave. NE</td>
<td>Storm Sewer in 116th Ave. NE</td>
<td>300</td>
<td>$67</td>
<td>$20,100</td>
<td>$20,100</td>
<td>$0</td>
<td>$116th</td>
<td>Definite</td>
<td>$0</td>
<td>$120,000</td>
<td>Unlikely</td>
<td>$120,000</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>SS 414</td>
<td>Sanitary Sewer</td>
<td>7.04</td>
<td>116th Ave. NE</td>
<td>Sanitary Sewer on 116th Ave. NE</td>
<td>300</td>
<td>$400</td>
<td>$100</td>
<td>$60</td>
<td>$120,000</td>
<td>$116th</td>
<td>Unlikely</td>
<td>$0</td>
<td>$120,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>WM 416</td>
<td>16&quot; Water Main</td>
<td>7.40</td>
<td>116th Ave. NE</td>
<td>16&quot; Water Main in 116th Ave. NE</td>
<td>300</td>
<td>$275</td>
<td>$60</td>
<td>$182,500</td>
<td>$0</td>
<td>$116th</td>
<td>Unlikely</td>
<td>$0</td>
<td>$82,500</td>
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<tr>
<td>WM 418</td>
<td>16&quot; Water Main</td>
<td>7.46</td>
<td>South of SR 520 (See PU 488)</td>
<td>16&quot; Water Main on south side of SR 520 (See UI 488)</td>
<td>300</td>
<td>$160</td>
<td>$15</td>
<td>$0</td>
<td>$160</td>
<td>$15</td>
<td>$160</td>
<td>Potential</td>
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<tr>
<td>SS 421</td>
<td>Sanitary Sewer</td>
<td>7.26</td>
<td>8&quot; Sanitary Sewer Line under Northrup at SR 520</td>
<td>8&quot; Sanitary Sewer Line under Northrup at SR 520</td>
<td>325</td>
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<td>$100</td>
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<td>$154,000</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>WM 425</td>
<td>16&quot; Water Main</td>
<td>7.27</td>
<td>16&quot; WM not on current Bellevue WM plans</td>
<td>16&quot; WM not on current Bellevue WM plans</td>
<td>325</td>
<td>$100</td>
<td>$32,500</td>
<td>$32,500</td>
<td>$0</td>
<td>$0</td>
<td>Northrup</td>
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<td>$154,000</td>
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<tr>
<td>WM 426</td>
<td>Storm Sewer</td>
<td>7.27</td>
<td>Entry has wrong detail number</td>
<td>Entry has wrong detail number</td>
<td>0</td>
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<tr>
<td>SS 428</td>
<td>Storm Sewer</td>
<td>7.27</td>
<td>120&quot; Water Main w/200' of 30&quot; casing E of bridge (Directional bore)</td>
<td>120&quot; Water Main w/200' of 30&quot; casing E of bridge (Directional bore)</td>
<td>500</td>
<td>$275</td>
<td>$69</td>
<td>$41</td>
<td>$192,500</td>
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<td>East of Not Defined</td>
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<tr>
<td>ST 472</td>
<td>Storm Sewer</td>
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<td>Storm Sewer</td>
<td>Storm Sewer</td>
<td>300</td>
<td>$67</td>
<td>$20,100</td>
<td>$20,100</td>
<td>$0</td>
<td>$116th</td>
<td>Definite</td>
<td>$0</td>
<td>$120,000</td>
<td>Unlikely</td>
<td>$120,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>SS 416</td>
<td>Sanitary Sewer</td>
<td>7.40</td>
<td>South of SR 520</td>
<td>Sanitary Sewer on south side of SR 520</td>
<td>0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>Between 11</td>
<td>Unlikely</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>WM 481</td>
<td>Water Line</td>
<td>7.46</td>
<td>16&quot; Waterline along SR 100 (near Love's)</td>
<td>16&quot; Waterline along SR 100 (near Love's)</td>
<td>1650</td>
<td>$100</td>
<td>$165,000</td>
<td>$165,000</td>
<td>$0</td>
<td>$0</td>
<td>Between 11</td>
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<td>WM 499</td>
<td>Hole for (UI 488)</td>
<td>7.73</td>
<td>Test hole for (UI 488) 16&quot; Waterline along SR 520 (near Love's)</td>
<td>Test hole for (UI 488) 16&quot; Waterline along SR 520 (near Love's)</td>
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<td>$0</td>
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<tr>
<td>SS 429</td>
<td>Sanitary Sewer</td>
<td>7.75-7.84</td>
<td>12&quot; and 8&quot; SS lines crossing SR 520 @ 124th Ave NE</td>
<td>12&quot; and 8&quot; SS lines crossing SR 520 @ 124th Ave NE</td>
<td>625</td>
<td>$400</td>
<td>$100</td>
<td>$60</td>
<td>$350,000</td>
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<td>124th</td>
<td>Potential</td>
<td>$350,000</td>
<td>$0</td>
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</tbody>
</table>

Direct Costs: 4625
Total: $1,472,912

Notes:
- COB = County of Bloomington
- WSDOT = Wisconsin Department of Transportation
- COB funding responsibility calculated based on COB historical costs. COB calculated 25% construction contingencies and 15% design costs.
- For other items calculated by WSDOT include direct costs, multiplier of 2.16 is added to Total to cover their historical contingencies and design fees. Since COB was not responsible for these other locations no new calculation was prepared and are shown.
UT 01294
UTILITY CONSTRUCTION AGREEMENT
I-405/NE 8TH ST TO SR 520 BRAIDED RAMPS - INTERCHANGE IMPROVEMENTS

WORK BY STATE
ACTUAL COST

EXHIBIT C

PLANS
May 8, 2009

Nancy LaCombe
City of Bellevue
450 110th Ave Ne
Bellevue, WA 98004

Re: UT 01294
Utility Construction Agreement
City of Bellevue
Utilities
Work by State - Actual Cost
I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements

Dear Ms. LaCombe:

I have enclosed an executed original utility agreement, *UT 01294, Utility Construction Agreement, City of Bellevue, Utilities, Work by State, Actual Cost*, for your use. This agreement will fund work activities for the relocation of your Category 1 Utilities on the I-405/NE 8th St to SR 520 Braided Ramps – Interchange Improvements.

Please do not hesitate to give me a call at (425) 456-8609, if you need additional information or have questions regarding this document.

Sincerely,

[Signature]

Kent Large
Utility Engineer
I-405 Corridor Program

Enclosures
CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7904

A RESOLUTION authorizing the execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves and adopts the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, a copy of which Cooperative Agreement GCA 5852 has been given Clerk's Receiving No. 45132. 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator, a copy of which Cooperative Agreement GCA 5853 has been given Clerk's Receiving No. 45133, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, a copy of which Utility Construction Agreement UT 1294 has been given Clerk's Receiving No. 45134, and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp, a copy of which Letter of Amendment to GM 1363 has been given Clerk's Receiving No. 45135.
Agenda

City Council
Regular Session

MONDAY
March 16, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

1. Call to Order
2. Roll Call, Flag Salute
   (a) King County Councilmember Regan Dunn (no packet materials)
   (b) Presentation of Sister City gift from Hualien
   DSD
   Sally Nichols
3. Communications: Written and Oral
   Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
   (a) Transportation Commission report on recommendation to adopt the 2009-2020 Transportation Facilities Plan
   TC
   4-1
   Representative

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

City of Bellevue
5. Report of the City Manager
   (a) Comprehensive Storm and Surface Water Plan Update
       (For information.)

   (b) Management Brief on Electric Service Reliability
       (For information.)

6. Council Business and New Initiatives

7. Approval of the Agenda

8. Consent Calendar
   (a) Minutes of January 26, 2009 Extended Study Session
       Minutes of February 2, 2009 Study Session
       Minutes of February 2, 2009 Regular Session

   (b) Motion to approve payment of claims for the period
       February 14, 2009 through March 13, 2009 and
       payroll for the period January 16, 2009 through
       February 28, 2009.

   (c) Resolution No. 7892 authorizing a two-year extension
       to the four-year agreement with Copiers Northwest
       and Postal Express for services related to copy
       machines and management of the Copy Center, Mail
       Room and Central Receiving areas of City Hall.

   (d) Motion to award Bid No. 9022, for kitchen alterations
       at Fire Stations 1 and 5, to Schuchart, in the amount of
       $117,295.74, as the lowest responsible and responsive
       bidder (CIP Project PS-16).

   (e) Resolution No. 7893 authorizing execution of a
       software maintenance agreement with Interloc
       Solutions, in an amount not to exceed $68,500 for the
       first year, with the option to renew for a subsequent
       year, for the City’s maintenance management software
       (Maximo).
(f) Resolution No. 7894 authorizing execution of a professional services agreement with DA Hogan and Associates, in an amount not to exceed $131,070, for site design and engineering services to convert the existing natural grass soccer field at Newport Hills Park to a synthetic surface.

(This project is funded by the voter-approval Parks & Natural Areas levy.)

(g) Resolution No. 7895 authorizing execution of a professional services agreement with Bruce Dees and Associates, in an amount not to exceed $72,500, for site design and engineering services to convert the existing all-weather soccer field at Wilburton Hill Community Park to a synthetic surface.

(This project is funded by the voter-approval parks & Natural Areas levy.)

(h) Motion to award Bid No. 9030 to Emerald Paving Inc., in the amount of $189,974.60, as the lowest responsible bidder for the North Bellevue Community Center (NBCC) Parking Lot Repair project (CIP Plan No. P-R-11).

(i) Resolution No. 7896 approving the 2009-2020 Transportation Facilities Plan.

(Discussed with Council on March 2, 2009)

(j) Motion to award Bid No. 9048, Traffic Computer System Communication upgrade, to Western Systems, in the amount of $138,106.81, as lowest responsible and responsive bidder (CIP Plan NO. PW-R-155).

(k) Resolution No. 7897 authorizing execution of an agreement to relinquish a sanitary sewer pipeline easement no longer required by the Sewer Utility at 3121 Hunts Point Circle, in Bellevue.
(l) Resolution No. 7898 authorizing execution of agreements to relinquish two sanitary sewer pipeline easements no longer required by the Sewer Utility at 818 - 112th Avenue NE, in Bellevue.

(m) Resolution No. 7899 authorizing execution of an agreement to relinquish a storm drainage pipeline easement no longer required by the Storm and Surface Water Utility at 2 Cascade Key, in Bellevue.

(n) Resolution No. 7900 authorizing approval of payment of $30,603.19 for final settlement of a claim filed against the City for property damage to the Travis residence caused by a wastewater system failure.

(o) Resolution No. 7901 authorizing the City Manager to sign and certify the annual report documents required by the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit for submittal to the Washington State Department of Ecology.

(Discussed with Council on March 9, 2009.)

(p) Resolution No. 7902 authorizing execution of all documents necessary to enter into agreements for the funding of the YWCA Family Village at Issaquah Highlands affordable housing project, as recommended by the ARCH Executive Board. ARCH funding request of Bellevue is $300,000.

(Discussed with Council on March 9, 2009)

(q) Resolution No. 7903 approving the 2009 A Regional Coalition for Housing (ARCH) Budget and Work Plan.

(Discussed with Council on March 9, 2009)

(r) Resolution No. 7875 authorizing execution of a four-year professional services agreement with Yates, Wood & MacDonald, Inc., for property management
services at the Bayvue Village Apartments.

*(Discussed with Council on March 9, 2009)*

(s) Resolution No. 7889 authorizing execution of a four-year professional services agreement with Yates, Wood & MacDonald, Inc., for property management services at Parks Rental Properties.

*(Discussed with Council on March 9, 2009)*

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a) WSDOT I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project

Resolution No. 7904 authorizing execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City: 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination; 2) Cooperative Agreement GCA 5853 that outlines the details associated with the payment for a City of Bellevue Project Coordinator; 3) Utility Construction Agreement UT 1294 that details how the City will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation; and 4) Letter of Amendment to GM 1363 amending the agreement that allows the City to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

*(Discussed at tonight's Study Session.)*

(b) Surrey Downs Park Master Plan and Building Zone

Resolution No. 7905 adopting the 2009 Surrey Downs Park Master Plan and Building Zone Parameters.

*(Discussed with Council on March 9, 2009.)*
CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:
I-405 Corridor Program Project Delivery Update, with emphasis on upcoming I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvements Project, aka the Braided Ramp project.

Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue (the City) for:

1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination,
2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator,
3) Utility Construction Agreement UT 1294 that details how the City will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation,
4) Letter of Amendment to GM 1363 to amend the agreement that allows the City to maintain and operate WSDOT-owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

FISCAL IMPACT:
The I-405 Corridor Program is funded through the State Nickel gas tax and Transportation Partnership Act. The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvements Project is funded through this program. The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement project recently received federal funding as part of the American Recovery and Reinvestment Act.

The Cooperative Agreement (GCA 5852) defines roles and responsibilities required of WSDOT and the City. There is no fiscal impact associated with this agreement.

The City of Bellevue Project Coordinator (GCA 5853) outlines details associated for payment by WSDOT to the City. This agreement obligates WSDOT to pay the City up to $150,000 for a project coordinator for the duration of the project, anticipated to last 4 years. This new revenue was not anticipated in the 2009-2010 adopted budget and will fund approximately 0.25-0.33 FTE in the Transportation Department. This position will utilize an existing FTE and has been considered and projected in the 2009-2015 Transportation Department work plan.

The Utilities Agreement (UT 1294) obligates the City to reimburse WSDOT for relocation of facilities not located on easements or City-owned right-of-way. This obligation requires payment for actual costs associated with relocation, which will be finalized upon acceptance of the Best Value Submittal for the Design-Build project. The estimated cost is $1.2 million, and was budgeted through the 2009-2015 Utility CIP (W-101 Relocate Water for WSDOT I-405/SR 520 Braids Project and S-55 Relocate Sewer for WSDOT I-405/SR 520 Braids Project).
General Maintenance 1363 obligates the City for maintenance and operation of the signal to be installed on the NE 10th bridge as part of this project. WSDOT is responsible for installation and costs associated with the installation of the signals. Maintenance and operation of a typical signal is approximately $2,500 per year. These costs were anticipated and budgeted in the 2009-2010 Transportation adopted budget.

**STAFF CONTACT:**
Goran Sparrman, Director, 452-4338
Nancy LaCombe, Capital Program Manager, 452-4382
*Transportation Department*

**POLICY CONSIDERATION:**
The I-405 Corridor Program Master Plan was completed in 2002. When fully implemented, the Master Plan will add up to 2 lanes in each direction on I-405, improve key arterials, develop Bus Rapid Transit line stations along the corridor, add 5000 new Park and Ride spaces, and create new pedestrian/bicycle crossings over I-405. The improvements are estimated to save over 13 million travel-time hours each year, at an estimated value of $569 million in annual savings.

The I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project was one of two critical projects chosen as shovel-ready to receive funding through the American Recovery and Reinvestment Act. The City continues to work closely with regional partners, such as the WSDOT, and other transportation system providers to ensure timely implementation of state-funded improvements and appropriate transit, vanpool and carpool functionality.

**BACKGROUND:**

**I-405 Corridor Program**
The Washington State Legislature has approved nearly $1.5 billion to improve the I-405 corridor through the 2003 Nickel and 2005 Transportation Partnership Account. WSDOT is moving forward with staged implementation of the I-405 Master Plan to reduce congestion, and improve mobility and safety. The staging focuses on principles endorsed by the I-405 Executive Committee on October 2, 2003 and completing priority improvements consistent with the Master Plan within a reasonable amount of time. Key principles include addressing the worst chokepoints, accommodating planned regional growth, enhancing environmental elements, and minimizing costs, risk and impacts.

City Council was last provided an update on the I-405 Corridor Program on May 27, 2008. Funded projects within the City of Bellevue include:

- I-405 South Bellevue widening between 112th Avenue SE and SE 8th Street
- I-405/NE 10th Street Bridge Crossing between 112th Avenue NE and 116th Avenue NE
- I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project
- I-405 – SR 520 to I-5 Widening Project

**I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project**
Recently two projects, the I-405 – NE 195th to SR 527 Widening Project and the I-405/NE 8th Street to SR 520 Braided Ramp Interchange Improvement project, were chosen as critical shovel-ready projects as part of the American Recovery and Reinvestment Act. Given this stimulus funding
allocation I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement Project the project schedule is anticipated as follows:

<table>
<thead>
<tr>
<th>Issue Request for Qualifications</th>
<th>March 2, 2009</th>
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</thead>
<tbody>
<tr>
<td>Notify Short-Listed Submitters Team</td>
<td>March 27, 2009</td>
</tr>
<tr>
<td>Issue Request for Proposal</td>
<td>March 30, 2009</td>
</tr>
<tr>
<td>Announce Best Value Proposer</td>
<td>July 22, 2009</td>
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<tr>
<td>Begin Construction</td>
<td>Fall 2009</td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Winter 2012</td>
</tr>
</tbody>
</table>

A comprehensive agreement package required for the I-405 / NE 8th Street to SR 520 Braided Ramp Interchange Improvement project is presented for approval tonight. This package of agreements is similar to other agreements between WSDOT and the City for previous coordinated projects along the I-405 corridor. The only exception is an agreement for WSDOT to pay the City for a Project Coordinator position. Staff felt presenting a package of all the agreements necessary for the project would provide Council with a comprehensive review. The agreement package includes:

- **Agreements that need to be signed by City of Bellevue and WSDOT prior to WSDOT issuing the RFP for the project:**
  - GCA 5852 Cooperative Agreement for Design and Construction between WSDOT and the City. Defines roles and responsibilities of each party related to the design and construction of the project.
  - GCA 5853 – Cooperative Agreement for the City of Bellevue Project Coordinator between the City of Bellevue and WSDOT. Outlines details associated with and payment for the Project Coordinator position.
  - UT 1294 – Utility Construction Agreement describes how the City will reimburse WSDOT for actual costs associated with protecting, modifying and/or relocating City facilities located within WSDOT Limited Access.
  - Letter to amend GM 1363 to add the traffic signal at the on-ramp from NE 10th St to SR 520 to the list of WSDOT owned, City maintained and operated traffic signals.
- **Letters from WSDOT to the City associated with NE 12th Street Overcrossing which will take effect when Notice to Proceed is issued:**
  - Letter to terminate Permit #7-707 which was issued by WSDOT to the City in 1972 to allow the City to “construct, operate, and maintain a four lane box girder type overcrossing” across I-405 at NE 12th Street.
  - Letter to terminate the existing General Maintenance Agreement GM 575 between WSDOT and the City for the NE 12th Street Overcrossing.
- **Turnback Agreements to be signed now by the City and WSDOT which will take effect at project completion:**
  - TB1-0209 SE provides conveyance of a small sidewalk, utilities, landscaping and lighting easement on the northeast corner of NE 12th and 112th Avenue NE to the City. The easement limits reflect the full extent of street, sidewalk, utility, landscaping and lighting being constructed by WSDOT, which will subsequently be owned, operated, and maintained by the City.
  - TB1-0212 provides conveyance of a small sidewalk, utilities, landscaping and lighting easement on the northwest corner of NE 12th Street and 116th Avenue NE to the City. The easement limits reflect the full extent of street, sidewalk, utility, landscaping and lighting being constructed by WSDOT, which will subsequently be owned, operated, and maintained by the City.
Staff recommends approval of the agreements, which are consistent with City policies and maintenance practices.

**EFFECTIVE DATE:**
If approved, this Resolution becomes effective immediately upon Council adoption.

**OPTIONS:**
1. Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.
2. Do not approve the Resolution and provide staff with alternative direction.

**RECOMMENDATION:**
Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

**MOTION:**
Move to Adopt Resolution No. 7904 authorizing the Execution of the following Agreements between the Washington State Department of Transportation (WSDOT) and the City of Bellevue for 1) Cooperative Agreement GCA 5852 for the acceptance of roles and responsibilities for Design and Construction Coordination, 2) Cooperative Agreement GCA 5853 that outlines details associated with the payment for a City of Bellevue Project Coordinator, 3) Utility Construction Agreement UT 1294 that details how the City of Bellevue will reimburse WSDOT for the actual cost of utility protection, modification and/or relocation, 4) Letter of Amendment to GM 1363 to amend the agreement that allows the City of Bellevue to maintain and operate WSDOT owned traffic signal systems, by adding the new signal to be installed at NE 10th Street to SR 520 on-ramp.

**ATTACHMENTS:**
1) I-405 Corridor Program Map
2) I-405 Funded Projects Map
3) I-405 / NE 8th to SR 520 Braided Ramp Interchange Improvement Project Diagram
4) Proposed Resolution No. 7904
AVAILABLE IN COUNCIL OFFICE:
Draft I-405 / NE 8th to SR 520 Braided Ramps – Interchange Improvements Project Agreement Package.
The I-405 Corridor Program

What is the I-405 Program?

The Interstate 405 Corridor Program is a broad term for a program of more than 150 individual, coordinated projects to relieve congestion and improve mobility for motorists, transit, and freight users along the freeway's 30-mile length. The full name is "Interstate 405 Congestion Relief and Bus Rapid Transit Projects." The master plan for fixing I-405 traffic includes all transportation modes, adding up to two new lanes each direction to I-405, a corridor-wide bus rapid transit (BRT) line and increased local transit service. It will fix bottlenecks such as the SR 167/I-405 interchange, improve key arterials, expand transit centers, and add about 1,700 new vanpools and over 5,000 park and ride spaces.

The I-405 Master Plan will ultimately:

- Add up to 2 lanes in each direction in I-405
- Develop a Bus Rapid Transit line with stations along I-405 and expanded transit centers
- Improve key arterials
- Accommodate an additional 110,000 trips per day in the corridor
- Reduce travel times from over 13 million hours per year — an average of over 40 hours per year per regular user
- Produce travel time savings valued at $569 million each year
- Save $42 million each year in decreased traffic accidents
- Create 1,700 new vanpools — a 100% increase
- Increase local transit service by up to 50% within the study area
- Build 5,000 new park-and-ride spaces
- Create eight new pedestrian/bicycle crossings over I-405
- Enhance freight mobility through better interchanges, travel time reduction, and updated technologies
- Provide much-needed economic benefits for Washington State — for each $1 million spent on new construction, an additional 30 jobs are created
I-405 / NE 8th Street to SR 520 Improvement Project
Project Diagram

- NE 8th Street On-Ramp to Northbound I-405
- NE 10th Street On-Ramp to SR 520
- Northbound I-405 On-Ramp to Eastbound SR 520
- New Bridge

Travel Direction and Number of Lanes

Not to Scale