

RESOLUTION NO. 3273

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to execute an Cooperative Agreement between the Port of Seattle and the Washington State Department of Transportation for the purpose of providing local matching funds for the design of two grade separation ramps between E Marginal Way and the State Route 99 viaduct

WHEREAS, the assurance of continued freight and passenger mobility throughout Puget Sound is an issue of critical strategic importance to the Port, and

WHEREAS, projected growth in cargo volumes is expected to generate more frequent rail traffic, with a projected increase in traffic congestion at many of the at-grade crossings along major arterials, and

WHEREAS, the proposed grade separation between E Marginal Way and the State Route 99 viaduct south of South Spokane Street has been rated as the second highest priority project by the Washington State Department of Transportation ("WSDOT") in a recent prioritization of freight mobility projects statewide, and

WHEREAS, the proposed grade separation project will benefit the residents of King County and businesses within the Duwamish Manufacturing and Industrial Center, and

WHEREAS, the Port and WSDOT wish to begin the design of this grade separation project to facilitate the movement of rail traffic and the movement of trucks over the rail line through this critical freight corridor, and

WHEREAS, the Port has identified the proposed grade separation project as its highest priority for improving truck access, and

WHEREAS, 13.5% matching funds totaling \$243,000 are required to leverage \$1.557 M of Intermodal Surface Transportation Efficiency Act funds, and

WHEREAS, the Port's local match of the design costs requires a commitment of \$243,000

WHEREAS, RCW 47.28.140 authorizes cooperative agreements between the state and municipal corporations to benefit or improve any highway, road or street in the State of Washington

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle
that

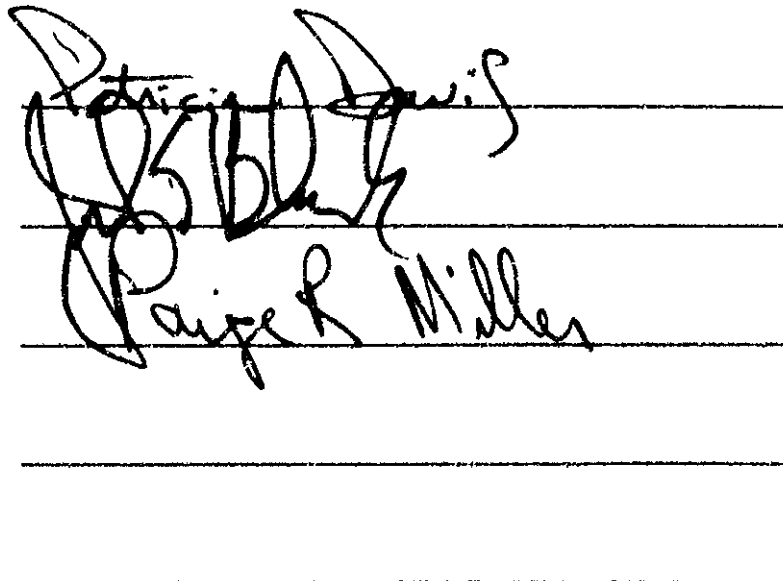
Section 1 The Port's Executive Director or his designee is hereby authorized to execute a Cooperative Agreement with WSDOT for the purpose of providing local matching funds for the design of two grade separation ramps between E. Marginal Way and the State Route 99 viaduct south of South Spokane Street in substantially the form attached hereto as Attachment A and by this reference incorporated herein

Section 2 A copy of the final executed Cooperative Agreement shall be attached to this Resolution as Attachment B

Section 3 The Executive Director may execute such administrative amendments to the final executed Cooperative Agreement as may be agreed upon by the parties from time to time. The Executive Director shall advise the Commission of all such amendments within thirty (30) days of the date of execution.

Section 4 The expenditure of \$243,000 is hereby authorized as the Port's local matching share of the design costs for the project authorized in Attachment B.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 24th day of February, 1998, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



**COOPERATIVE AGREEMENT BETWEEN WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION AND PORT OF SEATTLE
REGARDING THE DESIGN OF THE EAST MARGINAL WAY OVERPASS
RAMPS IN SEATTLE**

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 Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the "PORT;"

WHEREAS, the PORT has requested that the STATE prepare the Plans, Specifications, and Estimate (PS&E) for a grade separation of the Union Pacific Harbor Island lead track in Seattle's Duwamish Manufacturing and Industrial Center to be accomplished through the development of on- and off-ramps between the State Route 99 overcrossing and the East Marginal Way South/State Route 99 surface roadway, and

WHEREAS, the STATE agrees to prepare the PS&E documents for the grade separation, and

WHEREAS, the PORT has agreed to transfer to the STATE the design portion of PSRC Project # PS-6, secured by the PORT through the Puget Sound Regional Council regional project selection, to fund the work described herein, and

WHEREAS, the PORT agrees to cover the cost of the local match for PSRC Project # PS-6

NOW, THEREFORE, by virtue of RCW 47.28 140 and in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

A. The STATE agrees to perform the design work required under this AGREEMENT, or contract with an outside design consultant to perform the work.

B The PS&E shall be prepared by the STATE or a qualified outside design consultant approved by the PORT, in accordance with the Scope of Work as described in Exhibit 'A', attached hereto, and by this reference made a part of this AGREEMENT, and current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, adopted design standards and amendments thereto, unless otherwise noted or provided by written amendment to this AGREEMENT

C The STATE shall comply with all applicable local, state, and federal regulations for the hiring of M/W/DBE consultants.

II PAYMENT

A. The PORT in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for 13.5% of the actual direct and related indirect cost of the design work as described in Exhibit "A" up to a maximum of \$243,000. The 13.5% represents the local match for PSRC Project # PS-6

B An itemized cost estimate for the design work to be performed by the STATE at the PORT's expense is marked Exhibit "B," and is attached hereto and by this reference made a part of this AGREEMENT.

C. Partial payments shall be made by the PORT, upon request from the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment consistent with the provisions of Section II-A.

D The PORT agrees to make payment for the work performed by the STATE within thirty (30) days from receipt of billing from the STATE.

E The STATE agrees to transfer back to the PORT any monies left over from the design phase of PSRC Project # PS-6 upon completion of the work described herein, for subsequent project phases

III EXTRA WORK

A In the event it is determined that any change from the Scope of Work as described in Exhibit "A" is required, written approval must be secured from the PORT prior to the beginning of such work.

B In the event unforeseen conditions or any approved change in the Scope of Work as described in Exhibit "A" requires an increase in the cost from that agreed to in Exhibit "B," this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

IV RIGHT OF ENTRY

The PORT hereby grants and conveys to the STATE the right of entry upon all land which the PORT has interest, within or adjacent to the right-of-way of State Route 99 that is within the project area as defined in Exhibit 'A', for the purpose of performing the work described herein

V LEGAL RELATIONS

The PARTIES agree to the following:

Each of the PARTIES shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the PARTY's negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgment, award, and/or cost arising

therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible PARTY or combination of PARTIES to the extent of that PARTY's / those PARTIES' culpability.

This AGREEMENT, together with any documents incorporated by reference, shall constitute the entire agreement between the parties with respect to the services to be provided and shall supersede all prior agreements, understandings, representations, correspondence or communications relating to the subject matter hereof. The parties recognize that time is of the essence in the performance of the provisions of this AGREEMENT. Waiver of any default shall not be deemed to be a waiver of any other or subsequent default. Waiver of breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT, unless stated to be such through written agreement of the parties, which shall be attached to the original AGREEMENT. No modification or amendment of the AGREEMENT shall be valid and effective unless evidenced by a written agreement between the parties

VI SCHEDULE

A. This AGREEMENT shall commence on the date first written above and shall terminate on May 1, 1999. This AGREEMENT may be extended for a period or periods of time to be agreed upon in a supplement to this AGREEMENT.

B. The WSDOT design team, or project consultant, will complete the design work as described in Exhibit "A" by April 1, 1999, unless delays are caused by unforeseen factors, or by the addition of extra work pursuant to Section III of this AGREEMENT.

VII NOTIFICATION

Any notice required or permitted to be given pursuant to the AGREEMENT shall be in writing, shall be sent postage prepaid by U. S. mail, return receipt requested to the following addresses unless otherwise indicated by the parties to the AGREEMENT:

To the WSDOT

Lester O. Rubstello, P E
Washington State Dept. of Transportation
401 2nd Ave. S, #300
Seattle, WA 98104-2863

To the Port of Seattle

Steven Elmer
Port of Seattle
PO Box 1209
Seattle, WA 98111

**VII
DISPUTES**

The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

**VIII
VENUE**

This AGREEMENT shall be deemed to be made in the County of Thurston, State of Washington, and the legal rights and obligations of the STATE and PORT shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this AGREEMENT shall be brought in the County of Thurston, State of Washington.

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

PORT OF SEATTLE

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

M. R. Dinsmore
Executive Director

By

Date

Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant Attorney General

Date

Date

EXHIBIT A

SCOPE OF WORK

Background

The Port of Seattle has requested the Washington State Department of Transportation to prepare environmental documents and to conduct design work for a grade separation of the Union Pacific Harbor Island lead track in Seattle's Duwamish Manufacturing and Industrial Center, through the development of on- and off-ramps between the SR 99 viaduct (MP 28.56) and East Marginal Way South/SR-99 surface roadway.

The purpose of this project is to reduce delays to freight and commuter traffic by grade separating the Harbor Island lead track crossing East Marginal Way with a southbound on-ramp and northbound off-ramp to/from SR 99. The Union Pacific Harbor Island lead track crosses East Marginal Way just south of South Spokane Street. Projected increases in freight rail traffic along the Harbor Island lead track will result in trains blocking East Marginal Way for more than 3.5 hours per day for an average peak weekday by the year 2010.

This project will not change access to SR 99, just as the existing at-grade ramps provide access to SR 99 and East Marginal Way, the new grade-separated ramps would touch down without altering access to SR 99 or changing the present configuration of the East Marginal Way / South Spokane Street intersection. However, to build frontage roads to provide for local access adjacent to the proposed ramps, and to build the ramps to geometric standards, the Port of Seattle will need to acquire some adjacent property or air rights to facilitate the improvement. To our knowledge, there are no wetlands in the project area, and there are no hazardous materials within the project area.

This regionally significant connection is recognized as a "High Priority Project" in WSDOT's Freight Action Strategy for the Seattle-Tacoma Corridor (FAST Corridor). The development of two overpass ramps over the Harbor Island lead track on East Marginal Way will improve local and regional freight mobility for trucks and rail operations. Specifically, this project will improve reliability for manufacturers, shippers, truckers and distributors within the Duwamish Manufacturing and Industrial Center. The ramps will improve access to the south to I-5 and SR-509, will increase reliability for oversized freight shipments through Seattle, and will provide virtually unimpeded access for Port draying operations for trucks delivering containers between Port terminals and the Union Pacific's Argo Yard south of Spokane Street. In addition, the new ramp design will allow for future rail improvements that will accommodate the staging of full trains between Harbor Island and the rail mainlines without blocking Spokane Street or disrupting the flow of trains on the mainlines.

Project Area

This project focuses on improving the City and State roadways between Spokane Street to the north and Idaho Street to the south, along the north/south alignments of SR 99 and East Marginal Way.

Significant Work Elements

The following work elements have been identified for this project.

- Bridge Structures
- Retaining Walls
- Drainage/Utility Relocate
- Signals and Illumination
- RR Crossings

- Pavement
- Grading
- Traffic Control
- Roadside Development

No accounting has been made for right-of-way mitigation, nor have any assumptions been made for mitigating and placement of additional tracks and re-building railroad crossings under the SR 99 structure. These work elements noted above only represent improvements to the surface streets and the grade-separated ramps.

Design Project Budget

The cost to produce Plans, Specifications and Estimate for this project will not exceed \$1,800,000. Within this budget WSDOT will use State Work Force and consultants to develop the engineering design documentation necessary to construct the grade separation to city, county, and state standards¹. The design documentation will be tailored to the Port of Seattle's needs, for this project PS&E could include, but not be limited to the following elements:

Documented CE	Utility Plans	Roadway Section Plans
Intersection Plans	Channelization Plans	Roadway Profiles
Stage Construction Plans	Signal Permits	Pavement Design
Landscape Plans	Hydraulic Plans	Bridge Layout
Bridge Design Plans	Retaining Wall Plans	Signing Specification Sheets
Illumination Plans	Signalization Plans	Traffic Control Plans
Traffic & Safety Analyses	Local Access Evaluation	Construction Permits
Soils & Resurfacing Surveys	Quantity Tabulation Sheets	Construction Cost Estimate
Summary of Quantities	Site Preparation Plans	Bridge Plans
Detour Routes and Signing	Alignment Plans & Profiles	Drainage Structure Notes
Drainage Profiles	Utility Structure Notes	Special Provisions
Drainage Details	Landscape Plans	Existing Utility Plans
Utility Relocation Plans	Bike/Pedestrian Access Evaluation	Location and Contour Plans
Paving Plans and Details	Survey Monumentation for Future Work	

In addition, as part of the preparation of PS&E, WSDOT will conduct right-of-way research in support of the Port's effort to secure necessary easements including but not limited to right-of-way alignment, control features, access control, and railroad easement details.

WSDOT will identify agreements with the railroads as needed for construction of this project, and will also coordinate all design activities with the City of Seattle (traffic, architecture, engineering design, and maintenance).

Project Oversight

¹ This budget does not provide for any work to upgrade the railroad crossing in the project area.

WSDOT will convene a Technical Advisory Committee monthly, or as needed, to review and comment on technical plan development. This committee will consist of representatives from State, Local and Private agencies as deemed necessary by the Port of Seattle and WSDOT.

Project Schedule

The development of Plans, Specifications, and Estimates for this project can be accomplished in 12 months. The preparation work for bridge design could take up to 3-months. Bridge Plans will be completed 6-months after the preparation work is finished. Assimilation of PS&E and Project Files for delivery to the Port of Seattle can be completed in 3-months following the transmittal the final bridge design.

The following timeline assumes project funds will be available by the end of March 1998.

March 1998	Documented CE
April 1998	Begin PS&E. Location & Bridge Site Data
July 1998	30% Design R/W issues identified. All design elements to accommodate Port, City and State identified (memorandum of understanding?) Bridge Site Data submitted
August 1998	Begin Bridge Design
January 1999	60% Design Bridge plans completed. Roadway plan and profile views distributed for review. Right-of-way issues mitigated
March 1999	90% Design Review comments incorporated into plans. Final draft of Plans, Specifications and Estimates distributed for review
April 1999	Completed Plans, Specification and Estimates delivered to the Port of Seattle

Project Deliverables

All project documents including all project files, studies, reports, specifications, standards, plan sheets, estimates and provisions will be made available to the Port of Seattle upon request.

Items for formal delivery to the Port of Seattle will include

- Two (2) copies of project Hydraulic Report
- Two (2) copies of project Soils Report
- One (1) full size mylar set (24" x 36") of PS&E Plan Sheets
- One (1) half size print set (12" x 18") of PS&E Plan Sheets
- One (1) hard copy and MS EXCEL version 4.0 spreadsheet of structure notes
- Two (2) red/green set of bid tabulations and quantity summary sheets
- Two (2) copies of calculation notebook that will include survey notes, quantity estimates, design decisions, project related memorandums and minutes
- One (1) copy of survey points and construction staking information in ASCII format in both hard copy and on disk
- One (1) copy of Contract Amendments and Special Provisions
- One (1) set of drawing in Intergraph Microstation dgn format

EXHIBIT B

COST ESTIMATE FOR SR99 / EAST MARGINAL WAY DESIGN ELEMENTS

Major Design Elements	Engineering Design Cost
I. Bridge Structures	\$750,000
Retaining Walls	\$11,500
II. Drainage & Utilities	\$370,000
IV. Signals & Illumination	\$95,300
V. RR Crossings	Not Included
VII. Pavement	\$55,700
VII. Grading	\$4,000
IX. Hazardous Waste	Not Included
X. Studies and Research (20%)	\$293,000
XI. Alignment and Traffic Control	\$220,500
TOTAL ENGINEERING DESIGN	\$1,800,000

**COOPERATIVE AGREEMENT BETWEEN WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION AND PORT OF SEATTLE
REGARDING THE DESIGN OF THE EAST MARGINAL WAY OVERPASS
RAMPS IN SEATTLE**

THIS AGREEMENT, made and entered into this 4th day of MARCH, 1998, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the "PORT,"

WHEREAS, the PORT has requested that the STATE prepare the Plans, Specifications, and Estimate (PS&E) for a grade separation of the Union Pacific Harbor Island lead track in Seattle's Duwamish Manufacturing and Industrial Center to be accomplished through the development of on- and off-ramps between the State Route 99 overcrossing and the East Marginal Way South/State Route 99 surface roadway, and

WHEREAS, the STATE agrees to prepare the PS&E documents for the grade separation, and

WHEREAS, the PORT has agreed to transfer to the STATE \$1,557,000 in federal ISTE A STP/u funds from the design phase of PSRC Project # PS-6, secured by the PORT through the Puget Sound Regional Council regional project selection, to fund the work described herein, and

WHEREAS, the PORT agrees to cover the cost of the local match for PSRC Project # PS-6,

NOW, THEREFORE, by virtue of RCW 47.28 140 and in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS

GCA 1168

*Resolution No. 3273
Attachment B*

I GENERAL

A The STATE agrees to perform the design work required under this AGREEMENT, or contract with an outside design consultant to perform the work

B The PS&E shall be prepared by the STATE or a qualified outside design consultant approved by the PORT, in accordance with the Scope of Work as described in Exhibit 'A', attached hereto, and by this reference made a part of this AGREEMENT, and current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, adopted design standards and amendments thereto, unless otherwise noted or provided by written amendment to this AGREEMENT

C The STATE shall comply with all applicable local, state, and federal regulations for the hiring of M/W/DBE consultants

II PAYMENT

A The PORT in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for 13.5% of the actual direct and related indirect cost of the design work as described in Exhibit "A" up to a maximum of \$243,000. The 13.5% represents the local match for PSRC Project # PS-6

B An itemized cost estimate for the design work to be performed by the STATE at the PORT's expense is marked Exhibit "B," and is attached hereto and by this reference made a part of this AGREEMENT

C Partial payments shall be made by the PORT, upon request from the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment consistent with the provisions of Section II-A

D The PORT agrees to make payment for the work performed by the STATE within thirty (30) days from receipt of billing from the STATE

E Upon completion of the work described herein, the STATE agrees to submit the request to the PSRC to transfer any monies left over from the design phase of PSRC

Project # PS-6 to the right-of-way phase, for which the PORT will retain Lead Agency status

III EXTRA WORK

A In the event it is determined that any change from the Scope of Work as described in Exhibit "A" is required, written approval must be secured from the PORT prior to the beginning of such work

B In the event unforeseen conditions or any approved change in the Scope of Work as described in Exhibit "A" requires an increase in the cost from that agreed to in Exhibit "B," this AGREEMENT will be modified by a supplement AGREEMENT covering said increase

IV RIGHT OF ENTRY

The PORT hereby grants and conveys to the STATE the right of entry upon all land which the PORT has interest, within or adjacent to the right-of-way of State Route 99 that is within the project area as defined in Exhibit 'A', for the purpose of performing the work described herein

V LEGAL RELATIONS

The PARTIES agree to the following

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agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible PARTY or combination of PARTIES to the extent of that PARTY's / those PARTIES' culpability.

This AGREEMENT, together with any documents incorporated by reference, shall constitute the entire agreement between the parties with respect to the services to be provided and shall supersede all prior agreements, understandings, representations, correspondence or communications relating to the subject matter hereof. The parties recognize that time is of the essence in the performance of the provisions of this AGREEMENT. Waiver of any default shall not be deemed to be a waiver of any other or subsequent default. Waiver of breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT, unless stated to be such through written agreement of the parties, which shall be attached to the original AGREEMENT. No modification or amendment of the AGREEMENT shall be valid and effective unless evidenced by a written agreement between the parties.

VI SCHEDULE

A. This AGREEMENT shall commence on the date first written above and shall terminate on May 1, 1999. This AGREEMENT may be extended for a period or periods of time to be agreed upon in a supplement to this AGREEMENT.

B. The WSDOT design team, or project consultant, will complete the design work as described in Exhibit "A" by April 1, 1999, unless delays are caused by unforeseen factors, or by the addition of extra work pursuant to Section III of this AGREEMENT.

VII NOTIFICATION

Any notice required or permitted to be given pursuant to the AGREEMENT shall be in writing, shall be sent postage prepaid by U S mail, return receipt requested to the following addresses unless otherwise indicated by the parties to the AGREEMENT

To the WSDOT	Lester O. Rubstello, P E Washington State Dept. of Transportation 401 2 nd Ave. S, #300 Seattle, WA 98104-2863
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To the Port of Seattle	Steven Elmer Port of Seattle PO Box 1209 Seattle, WA 98111
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VII DISPUTES

The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

VIII VENUE

This AGREEMENT shall be deemed to be made in the County of Thurston, State of Washington, and the legal rights and obligations of the STATE and PORT shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this AGREEMENT shall be brought in the County of Thurston, State of Washington.

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

PORT OF SEATTLE

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

M. R. Dinsmore
M. R. Dinsmore
Executive Director

Cliff Mansfield
By *f*

3-4-98
Date

for STATE DESIGN ENGINEER
Title

APPROVED AS TO FORM.
Luide Stout
General Counsel
3-4-98
Date

APPROVED AS TO FORM.
J. Mark Attridge
Assistant Attorney General
February 27, 1998
Date

EXHIBIT A

SCOPE OF WORK

Background

The Port of Seattle has requested the Washington State Department of Transportation to prepare environmental documents and to conduct design work for a grade separation of the Union Pacific Harbor Island lead track in Seattle's Duwamish Manufacturing and Industrial Center, through the development of on- and off-ramps between the SR 99 viaduct (MP 28 5C) and East Marginal Way South/SR-99 surface roadway

The purpose of this project is to reduce delays to freight and commuter traffic by grade separating the Harbor Island lead track crossing East Marginal Way with a southbound on-ramp and northbound off-ramp to/from SR 99. The Union Pacific Harbor Island lead track crosses East Marginal Way just south of South Spokane Street. Projected increases in freight rail traffic along the Harbor Island lead track will result in trains blocking East Marginal Way for more than 3.5 hours per day for an average peak weekday by the year 2010.

This project will not change access to SR 99, just as the existing at-grade ramps provide access to SR 99 and East Marginal Way, the new grade-separated ramps would touch down without altering access to SR 99 or changing the present configuration of the East Marginal Way / South Spokane Street intersection. However, to build frontage roads to provide for local access adjacent to the proposed ramps and to build the ramps to geometric standards, the Port of Seattle will need to acquire some adjacent property or air rights to facilitate the improvement. To our knowledge, there are no wetlands in the project area, and there are no hazardous materials within the project area.

This regionally significant connection is recognized as a "High Priority Project" in WSDOT's Freight Action Strategy for the Seattle-Tacoma Corridor (FAST Corridor). The development of two overpass ramps over the Harbor Island lead track on East Marginal Way will improve local and regional freight mobility for trucks and rail operations. Specifically, this project will improve reliability for manufacturers, shippers, truckers and distributors within the Duwamish Manufacturing and Industrial Center. The ramps will improve access to the south to I-5 and SR-509, will increase reliability for oversized freight shipments through Seattle, and will provide virtually unimpeded access for Port draying operations for trucks delivering containers between Port terminals and the Union Pacific's Argo Yard south of Spokane Street. In addition, the new ramp design will allow for future rail improvements that will accommodate the staging of full trains between Harbor Island and the rail mainlines without blocking Spokane Street or disrupting the flow of trains on the mainlines.

Project Area

This project focuses on improving the City and State roadways between Spokane Street to the north and Idaho Street to the south, along the north/south alignments of SR 99 and East Marginal Way.

Significant Work Elements

The following work elements have been identified for this project.

- Bridge Structures
- Retaining Walls
- Drainage/Utility Relocate
- Signals and Illumination

- Coordination with Railroads
- Pavement
- Grading
- Traffic Control
- Roadside Development

No accounting has been made for right-of-way mitigation, nor have any assumptions been made for mitigating and placement of additional tracks and re-building railroad crossings under the SR 99 structure. These work elements noted above only represent improvements to the surface streets and the grade-separated ramps.

Design Project Budget

The cost to produce Plans, Specifications and Estimate for this project will not exceed \$1,800,000. Within this budget WSDOT will use State Work Force and consultants to develop the engineering design documentation necessary to construct the grade separation to city, county, and state standards.¹ The design documentation will be tailored to the Port of Seattle's needs, for this project PS&E could include, but not be limited to the following elements:

Documented CE	Utility Plans	Roadway Section Plans
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Drainage Details	Landscape Plans	Existing Utility Plans
Utility Relocation Plans	Bike/Pedestrian Access Evaluation	Location and Contour Plans
Paving Plans and Details	Survey Monumentation for Future Work	

In addition, as part of the preparation of PS&E, WSDOT will conduct right-of-way research in support of the Port's effort to secure necessary easements including but not limited to right-of-way alignment, control features, access control, and railroad easement details.

¹ This budget does not provide for any work to upgrade the railroad crossings in the project area. However, pending approval and funding from the railroads, railroad-funded designs to upgrade existing crossings may be coordinated through this project.

SR 99 Grade Separation Project
Scope of Work
February 10, 1998

WSDOT will identify agreements with the railroads as needed for construction of this project, and will also coordinate all design activities with the City of Seattle (traffic, architecture, engineering design, and maintenance)

Project Oversight

WSDOT will convene a Technical Advisory Committee monthly, or as needed, to review and comment on technical plan development. This committee will consist of representatives from State, Local and Private agencies as deemed necessary by the Port of Seattle and WSDOT

Project Schedule

The development of Plans, Specifications, and Estimates for this project can be accomplished in 12 months. The preparation work for bridge design could take up to 3-months. Bridge Plans will be completed 6-months after the preparation work is finished. Assimilation of PS&E and Project Files for delivery to the Port of Seattle can be completed in 3-months following the transmittal the final bridge design

The following timeline assumes project funds will be available by the end of March 1998

March 1998	Documented CE
April 1998	Begin PS&E. Location & Bridge Site Data
July 1998	30% Design R/W issues identified. All design elements to accommodate Port, City and State shall be identified. Bridge Site Data submitted
August 1998	Begin Bridge Design
January 1999	60% Design Bridge plans completed. Roadway plan and profile views distributed for review. Right-of-way issues mitigated
March 1999	90% Design Review comments incorporated into plans. Final draft of Plans, Specifications and Estimates distributed for review
April 1999	Completed Plans, Specification and Estimates delivered to the Port of Seattle

Project Deliverables

All project documents including project file studies, specifications, standards, plan sheets, estimates and provisions will be made available to the Port of Seattle upon request

Items for formal delivery to the Port of Seattle will include

- Two (2) copies of project Hydraulic Report
- Two (2) copies of project Soils Report
- One (1) full size mylar set (24" x 36") of PS&E Plan Sheets
- One (1) half size print set (12" x 18") of PS&E Plan Sheets
- One (1) hard copy and MS EXCEL version 4.0 spreadsheet of structure notes
- Two (2) red/green set of bid tabulations and quantity summary sheets
- Two (2) copies of calculation notebook that will include survey notes, quantity estimates, design decisions, project related memorandums and minutes
- One (1) copy of survey points and construction staking information in ASCII format in both hard copy and on disk
- One (1) copy of Contract Amendments and Special Provisions
- One (1) set of drawing in Intergraph Microstation dgn format

**GCA 1168
EXHIBIT B**

**COST ESTIMATE FOR SR99 / EAST MARGINAL WAY
DESIGN ELEMENTS**

Project Funding Sources	Engineering Design Cost
I. STP/u Funds	\$1,557,000
II. Port of Seattle (13.5% local match)	\$243,000
TOTAL PROJECT FUNDS	\$1,800,000

Major Design Elements	Engineering Design Cost
I. Bridge Structures	\$750,000
Retaining Walls	\$11,500
II. Drainage & Utilities	\$370,000
IV. Signals & Illumination	\$95,300
V. RR Crossings	Not Included
VII. Pavement	\$55,700
VII. Grading	\$4,000
IX. Hazardous Waste	Not Included
X. Studies and Research (20%)	\$293,000
XI. Alignment and Traffic Control	\$220,500
TOTAL ENGINEERING DESIGN	\$1,800,000