AGREEMENT
GCA 5194

Washington State Department of Transportation
and
City of Seattle

State Route 5 – Signal Retiming

THIS AGREEMENT is made and entered into this 17 day of May, 2007, between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter the "STATE," and the CITY OF SEATTLE, a Washington State municipality, hereinafter the "CITY," collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the STATE is planning the construction of a project on Interstate 5, known as I-5, Spokane Street to I-90, Bridge Repairs, Expansion Joints and Overlay, hereinafter referred to as the "PROJECT," and

WHEREAS, the STATE has requested and the CITY has agreed to perform certain work related to the functional operation of streets and the detour of traffic during the PROJECT, herein after referred to as the "Work," and

WHEREAS, the CITY and STATE have agreed that it is in the best interest of the public to closely coordinate the Work with the PROJECT for the benefit of the traveling public, and

WHEREAS, the STATE is obligated for the actual direct and related indirect cost associated with the Work described herein, and

NOW, THEREFORE, pursuant to RCW 47.28.140, and in consideration of the terms, conditions, and performances contained herein, and the attached exhibits which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1 The CITY agrees to perform the Work as identified on Exhibit B, Scope of Work, attached hereto and by this reference made a part of this AGREEMENT.

2. PAYMENT

2.1 The STATE, in consideration of the faithful performance of the Work to be done by the CITY, agrees to pay the CITY for the actual direct and related indirect costs of the Work.

2.2 An itemized cost estimate for Work to be performed by the CITY at the STATE's expense is marked Exhibit A, and is attached hereto and by this reference made a part of this AGREEMENT.

2.3 Partial payments shall be made by the STATE, upon request of the CITY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. The CITY shall submit invoices to the STATE, detailing the Work accomplished during the current billing period, as well as a summary of total costs billed to date. 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 the final billing all required adjustments will be made and reflected in a final payment.

2.4 The CITY agrees to submit a final bill to the STATE within thirty (30) days after the CITY has completed the Work.

3. EXTRA WORK

3.1 In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit A, this AGREEMENT will be modified by amendment to this AGREEMENT covering said increase.

4. AGENCY CONTACTS

4.1 All contact between the PARTIES, including, but not limited to billing and AGREEMENT administration will be between the designated representatives of each PARTY as follows:

STATE	CITY
Julia Mizuhata, P.E. Construction Project Engineer	Althea Bradshaw SDOT – Signal Operations
200 SW Michigan St., Suite 101 Seattle, WA 98106	PO Box 34996 Seattle, WA 98124-4996
Phone: 206.764-4105	Phone: 206.684.5105
Email: mizuhaj@wsdot.wa.gov	Email: althea.bradshaw@seattle.gov

5. NOTIFICATIONS

5.1 The STATE will provide the CITY with written notification of the actual scheduled start date to begin the Work. No Work shall be performed until such notification is received by the CITY.

5.2 Upon completion of the PROJECT work the STATE will provide written notification to the CITY to return the traffic signals back to pre-PROJECT operations.

6. AMENDMENT

6.1 This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the PARTIES.

7. LEGAL RELATIONS

7.1 Each PARTY 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, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, the indemnifying PARTY's own negligent acts or omissions. Neither PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the indemnified 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 the indemnifying PARTY's own negligence.

7.2 The obligations of subsection 7.1 shall survive the termination of this AGREEMENT.

8. DISPUTES

8.1 The designated representatives, herein under section 4. AGENCY CONTACTS shall use their best efforts to resolve disputes between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each PARTY or

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.

9. VENUE

9.1 In the event that a PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

10. AUDITS/RECORDS

10.1 All records in support of all costs incurred shall be maintained by the CITY for a period of three (3) years. The state shall have full access to and right to examine and copy said records, during normal business hours and as often as it deems necessary. The PARTIES agree that the Work performed herein is subject to audit by either or both PARTIES.

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

CITY OF SEATTLE
DEPARTMENT OF TRANSPORTATION

By: Wayne M. Wentz
Wayne Wentz, P.E.
Seattle Depart. of Transportation
Director of Traffic Management

Date: 14 May 07

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: Russell S. East
Russell S. East, P.E.
Assistant Regional Administrator
King and Snohomish Counties

Date: 5/17/07

APPROVED AS TO FORM:

By: John Groh
John Groh
Sr. Assistant City Attorney

Date: 5-11-07

APPROVED AS TO FORM:

By: Ann E. Salay
Ann E. Salay
Assistant Attorney General

Date: 4-27-07

Estimate of Cost

Task No.	Task Description	Time in Hours	Rate per Hour	Supr 5%	Total Rate	Total
1	LT at Lucile – Study & modify signal for lead / lag LT	4	$123.35	$6.17	$129.52	$518.07
2	Airport Way – incident timing for 10 signals	30	$123.35	$6.17	$129.52	$3,885.53
3	1st Avenue South - signal retiming for 12 signals	36	$123.35	$6.17	$129.52	$4,662.63
4	4th Avenue South - signal retiming for 14 signals	42	$123.35	$6.17	$129.52	$5,439.74
5	SR99 / E Marginal way - signal retiming from Boeing Admin Bldg. to Spokane St. for 18 signals	54	$123.35	$6.17	$129.52	$6,993.95
6	4th & Spokane – Install Eastbound Letf Turn [EBLT] including materials and equipment	40	$257.44	$12.87	$270.31	$10,812.48
7	Staffing for Traffic Management Center [TMC] room for 19 days including weekends - 14 hrs per day	156	$123.35	$6.17	$129.52	$20,204.73
8	Beacon Ave - Study options and implement timing [18 signals].	56	$133.35	$6.67	$140.02	$7,840.98
9	Martin Luther King (MLK) / Rainier Ave – Incident timing for 25 to 30 signals.	80	$133.35	$6.67	$140.02	$11,201.40
10	Engineering during detour - 2 engineers, 2 cars, 19 days.	80	$133.35	$6.67	$140.02	$11,201.40
11	Electrician during timing changes	28	142.22	7.11	149.33	$4,181.27

Total Items 1 - 11 $86,424.09

25% overrun, allowed by agreement $21,597.38

Maximum Amount Payable $108,021.47

GCA 5194
EXHIBIT A

Scope of Work

The Work will be done both in advance and during PROJECT. Currently the closure is scheduled to begin August 10, 2007 and completion is August 29, 2007.

TASK 1

The CITY shall study and then implement traffic signal changes to the intersection of Airport Way and South Lucile Street. This work is explicitly related to impacts anticipated as a result of the PROJECT. This task includes gathering preliminary data, shop and field labor, materials, equipment and additional adjustments, if they become necessary during the PROJECT. This task also includes the CITY labor and materials necessary to return the intersection to pre- PROJECT operations.

The modifications shall take into account the increase traffic volumes at this intersection, as a result of the PROJECT.

The CITY shall provide and install a sign at Airport Way and Corson Ave. prohibiting left turns to Corson Ave.

TASK 2

Airport Way - The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to pre-PROJECT construction operation.

TASK 3

1st Avenue South – The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to pre -PROJECT construction operation.

TASK 4

4th Avenue South - The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to pre -PROJECT construction operation.

TASK 5

SR99/ East Marginal Way from Boeing Admin Building to Spokane Street - The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to post-PROJECT construction operation.

TASK 6

4th & Spokane - The CITY shall install a protected left turn signal on eastbound Spokane Street to northbound 4th Avenue South. This left turn modification will include a signal head, mounting and wires, labor, traffic control vehicle, manlift utility truck with bucket, striping, signing, and returning the signal to pre -PROJECT construction operation.

TASK 7

The CITY shall increase the staffing for its Traffic Management Control (TMC) room to monitor the increased traffic on City of Seattle streets. Currently the room is staffed 8 hours per weekday. The CITY shall increase staffed hours to 14 hours per day, for the 19 days of construction of the PROJECT. , which includes weekend staffing. The STATE shall pay for the added 6 hours per weekday and 14 hours per weekend day, for an estimated total of 156 hours at an overtime rate.

TASK 8

Beacon Avenue - The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to pre-PROJECT construction operation.

TASK 9

Martin Luther King / Rainier Avenue - The CITY shall modify traffic signal timing along the north and south I-5 corridors. The modified timing will take into account the increase traffic volumes from northbound I-5 headed into the City of Seattle. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments, and returning signals to pre -PROJECT construction operation.

TASK 10

The CITY shall have additional engineering needs during the 19 days of PROJECT construction. This will include adjusting the signal timing to address field conditions to help move traffic in the peak times through the CITY's signals. The Work includes gathering preliminary data, shop and field labor, materials, equipment, supplemental adjustments. This task is estimated to be 80 hours.

TASK 11

The CITY shall provide a certified electrician during the signal timing changes.