

CB117209  
#2

Michael Fong/MF  
SR 520 SDOT Traffic Calming ORD  
June 13, 2011  
Version #2

**ORDINANCE \_\_\_\_\_**

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AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director to execute an agreement with the Washington State Department of Transportation to design and construct pedestrian and traffic calming improvements within the vicinity of the Washington Park Arboretum supported through funding from the SR 520 Bridge Replacement and HOV Program and ratifying and confirming prior acts.

WHEREAS, in December of 2010, the Washington State Department of Transportation (WSDOT) in consultation with the City of Seattle, and the Arboretum and Botanical Garden Committee (ABGC), developed the Washington Park Arboretum (Arboretum) Mitigation Plan related to the SR 520 I-5 to Medina: Bridge Replacement and HOV Project; and

WHEREAS, in April of 2011, a Memorandum of Understanding (MOU) between WSDOT, ABGC, Arboretum Foundation, Seattle Department of Parks and Recreation (DPR), Seattle Department of Transportation (SDOT), and the University of Washington (UW) was signed to memorialize the intent and roles and responsibilities related to implementing the Arboretum Mitigation Plan; and

WHEREAS, the ABGC has expressed concern about current traffic volumes in the Arboretum resulting from Lake Washington Boulevard being utilized as an on-off ramp to SR 520; and

WHEREAS, representatives from WSDOT, SDOT and the ABGC have discussed and collaboratively identified a set of traffic calming measures to be implemented in advance of construction beginning for the SR 520 I-5 to Medina: Bridge Replacement and HOV Project to offset some of the anticipated temporary impacts to pedestrian and bicycle mobility during construction; and

WHEREAS, SDOT is prepared to advance the necessary design and construction activities related to implementing the traffic calming measures as agreed to by WSDOT, SDOT and the ABGC; and

WHEREAS, WSDOT is prepared to contribute the necessary funding to SDOT in order to advance the design and construction activities related to implementing the traffic calming measure as agreed to by WSDOT, SDOT and the ABGC; and

WHEREAS, the Council is supportive of early implementation of measures to mitigate the impacts on the Arboretum and residents from the surrounding neighborhoods related to the SR 520 I-5 to Medina: Bridge Replacement and HOV Project; and



1 WHEREAS, execution of this agreement will enable the completion of early traffic calming  
2 measures within the vicinity of the Arboretum by the end of 2011; NOW, THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. The Director of the Seattle Department of Transportation (SDOT), or his  
5 designee, is authorized to execute an agreement substantially in the form of Attachment A titled  
6 "Agreement GCA 6684 SR 520 I-5 to Medina: Bridge Replacement and HOV Project Traffic  
7 Calming."

8 Section 2. This ordinance shall take effect and be in force 30 days after its approval by  
9 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
10 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

11 Section 3. Ratify and Confirm. Any act consistent with the authority of this ordinance  
12 taken after its passage and prior to its effective date is hereby ratified and confirmed.

13 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2011, and  
14 signed by me in open session in authentication of its passage this \_\_\_\_ day of  
15 \_\_\_\_\_, 2011.

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19 \_\_\_\_\_  
20 President \_\_\_\_\_ of the City Council

21 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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23 \_\_\_\_\_  
24 Michael McGinn, Mayor  
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Michael Fong/MF  
SR 520 SDOT Traffic Calming ORD  
June 13, 2011  
Version #2

1 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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\_\_\_\_\_  
City Clerk

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(Seal)

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Attachment A: Agreement GCA 6684 SR 520 I-5 to Medina: Bridge Replacement and HOV

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Project Traffic Calming.

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**AGREEMENT GCA-6684**

**SR 520**

**I-5 TO MEDINA: BRIDGE REPLACEMENT AND HOV PROJECT  
TRAFFIC CALMING**

**THIS AGREEMENT** is entered into by the **CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "CITY", and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION**, acting by and through the Secretary of the Department of Transportation, hereinafter referred to as the "STATE", collectively referred to as the "PARTIES" and individually referred to as the "PARTY".

**WHEREAS**, the STATE, in the interest of improving safety, reliability and mobility, proposes to design and construct improvements along SR 520 from I-5 to Medina as part of the SR 520, I-5 to Medina: Bridge Replacement and HOV Project, hereinafter the "PROJECT"; and

**WHEREAS**, RCW 47.56.870(4)(b)(v) directs the STATE, in consultation with the Seattle city council and mayor, among others, to address effects of the 520 bridge replacement and HOV program on the Washington Park Arboretum and to that end, in collaboration with the Arboretum and Botanical Garden Committee (ABGC) developed the Washington Park Arboretum Mitigation Plan, dated December 22, 2010, which outlined a variety of mitigation measures to address motor vehicle, non-motorized transportation and pedestrian, safety, and

**WHEREAS**, the PARTIES, as well as the ABGC have collaborated in the development of a Memorandum of Understanding, signed April 28, 2011; and,

**WHEREAS**, the STATE and the CITY recognize that the ABGC is concerned with current traffic volumes in the Arboretum resulting from Lake Washington Boulevard currently being used as an on-off ramp to SR 520; and

**WHEREAS**, the STATE, the CITY and the ABGC discussed traffic management and traffic calming measures in ABGC meetings and some traffic calming measures that have been collaboratively identified would be funded by the STATE and implemented by the CITY in 2011; and

**WHEREAS**, implementing these measures in advance of I-5 to Medina project construction will offset some of the temporary impacts to pedestrian mobility during construction; and

**WHEREAS**, the CITY will advance activities necessary to implement traffic calming measures, as outlined in the 2011 Traffic Calming Implementation Plan, and

**WHEREAS**, the STATE agreed to contribute to the CITY for traffic calming measures design and implementation; and



WHEREAS, the PARTIES agree the work associated with this AGREEMENT will be performed on public highways and/or city streets; and

NOW, THEREFORE, pursuant to RCW 47.56.870, Chapter 39.34 RCW, and Seattle Municipal Code, Title 15, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof;

### 1. GENERAL

The CITY agrees to perform the work described in **Exhibit "A", Scope of Work**, attached hereto and by this reference made a part of this AGREEMENT.

The CITY shall comply with all applicable federal, state and local laws and regulations including analysis and documentation of any applicable environmental or historic impacts associated with the work under this AGREEMENT.

### 2. PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the CITY, agrees to reimburse the CITY for the actual direct and related indirect cost of the work, not to exceed a maximum amount of Two Hundred Thousand Dollars (\$200,000).

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

Partial payments shall be made by the STATE, upon request from the CITY, to cover costs incurred. Invoices submitted to the state shall provide details of the actual cost in the format as shown in **Exhibit "C" Sample Invoice**, attached hereto and by this reference made a part of this AGREEMENT. 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 invoice, all required adjustments will be made and reflected in the final payment. The STATE agrees to make payment for appropriately documented and accepted work completed by the CITY within thirty (30) calendar days from receipt of billing from the CITY.

The CITY agrees to submit a final bill to the STATE within ninety (90) calendar days after the CITY has completed the work.

### 3. MODIFICATION

Either PARTY may request changes to the provisions contained in this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.



**4. DISPUTES**

The designated representatives herein under Section 6, NOTIFICATION, 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 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.

**5. EFFECTIVENESS AND DURATION**

This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until June 30, 2012, unless otherwise extended or terminated.

**6. NOTIFICATION**

All notices, demands, requests or other communications required under this AGREEMENT will be in writing and will be delivered by at least one of the following methods: (i) in person or (ii) transmitted by electronic mail (email) addressed as set forth below. All email will be deemed received upon confirmation by the receiving party to the party who initiated. All communications shall reference the contract number as found on this document.

SEATTLE	STATE
<p>Jennifer Wieland</p> <p>Program Coordinator, SR 520 Program Seattle Department of Transportation Seattle Municipal Tower 700 Fifth Avenue, Suite 3900 Seattle, WA 98124-4996</p> <p>206-733-9970</p> <p>jennifer.wieland@seattle.gov</p>	<p>Kerry Ruth, P.E.</p> <p>Engineering Manager WSDOT, SR 520 Program 600 Stewart Street, Suite 520 Seattle, WA 98101-1217</p> <p>(206) 770-3546</p> <p>ruthk@wsdot.wa.gov</p>

Either PARTY may update the contact information above which shall not be considered an amendment to this agreement. An electronic message [email] exchanged between the contacts, indicating the updated information shall be sufficient, provided the signature authority for each PARTY is included.



## **7. TERMINATION**

This AGREEMENT may be terminated by either PARTY upon 30 days advance written notice. In the event of termination, payment will be made by the STATE for work performed by the CITY prior to the effective date of termination.

## **8. INDEMNIFICATION AND HOLD HARMLESS**

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 own 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 other 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 provision of Title 51 RCW.

## **9. RECORD RETENTION AND AUDIT**

For a period not less than six (6) years from the date of final payment by the STATE, the records and accounts pertaining to the work performed by the CITY shall be kept available for inspection and audit by Washington State and/or the federal government and copies of all records, accounts, documents, or other data pertaining to the contributed STATE funds toward the PLAN shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six- (6) year retention period.

## **10. VENUE**

This AGREEMENT shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and CITY 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 King, State of Washington.



IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest date written below.

CITY OF SEATTLE  
DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Robert Powers  
Deputy Director

\_\_\_\_\_  
Julie Meredith, P.E.  
Project Director  
SR 520 Bridge Replacement & HOV Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth Lagerberg  
Assistant Attorney General

\_\_\_\_\_  
Date



**GCA 6684**

**EXHIBIT A**

**SCOPE OF SERVICES**

The following work or services are eligible for STATE reimbursement not to exceed a maximum amount of Two Hundred Thousand Dollars (\$200,000):

**Phase 1**, implemented by Summer 2011.

1. City staff time and materials to design and construct the improvements below.
  - a. Crosswalk at Arboretum Drive, including signage and pedestrian landings.
  - b. Speed cushions at two locations

**Phase 2**, implemented in 2011.

2. City staff time and materials to design and construct the improvements below.
  - a. Raised crosswalk (with accompanying signage) north of Interlaken Drive.
  - b. Additional traffic measures as identified by the ABGC, WSDOT, Parks and SDOT.



## EXHIBIT B

## ESTIMATED BUDGET

SERVICE*	Est. Hours	Hourly rate	Est. Staff Cost	Est. Materials	Total cost Est.
<b>Phase 1, implemented by Summer 2011</b>					
1.a Crosswalk at Arboretum Drive, including signage and pedestrian landings	200	\$150	\$30,000	\$15,000	\$45,000
1.b Speed cushions at two locations	110	\$150	\$16,500	\$6,000	\$22,500
<b>Subtotal Phase 1</b>					<b>\$67,500</b>
<b>Phase 2, implemented in 2011</b>					
2.a Raised crosswalk (with accompanying signage) north of Interlaken Drive	300	\$150	\$45,000	\$40,000	\$85,000
2.b Additional traffic measures as outlined in Exhibit A	200	\$150	\$30,000	\$17,500	\$47,500
<b>Subtotal Phase 2</b>					<b>\$132,500</b>
<b>TOTAL, ALL SERVICES**</b>					<b>\$200,000</b>

\*The hours include all design work, project management, and labor (including traffic control) necessary to complete the work.

\*\*Maximum Amount, not to exceed: \$200,000





**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Legislative	Mike Fong/5-1675	N/A

**Legislation Title:**

AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director to execute an agreement with the Washington State Department of Transportation to design and construct pedestrian and traffic calming improvements within the vicinity of the Washington Park Arboretum supported through funding from the SR 520 Bridge Replacement and HOV Program and ratifying and confirming prior acts.

**Summary of the Legislation:**

This ordinance would authorize the director of SDOT to enter into an agreement with WSDOT to implement traffic calming improvements along Lake Washington Boulevard and within the vicinity of the Washington Park Arboretum. These traffic calming improvements would be funded by WSDOT with funds from the SR 520 I-5 to Medina: HOV and Bridge Replacement Project. The early traffic calming improvements have been approved and agreed to by the Arboretum and Botanical Garden Committee (ABGC), WSDOT and SDOT.

**Background:**

In December of 2010, WSDOT, City of Seattle and the ABGC developed the Arboretum Mitigation Plan and a memorandum of understanding between WSDOT, SDOT, Parks Department (DPR), ABGC, and the University of Washington was signed in April of 2011 to delineate roles and responsibilities for implementation. One component of the mitigation plan is related to early traffic calming measures. The ABGC has consistently expressed concerns about the existing traffic volumes through the Arboretum resulting from SR 520 on-off ramp traffic. WSDOT, SDOT and the ABGC agreed that early implementation of traffic calming measures could help address this concern as well as impacts anticipated along Lake Washington Boulevard during construction of elements of the SR 520 project. As a result, WSDOT has pledged \$200,000 in funding to support implementation of these traffic calming measures. SDOT anticipates that these traffic calming improvements could be implemented by the end of 2011.

Please check one of the following:

**This legislation does not have any financial implications.**  
(Stop here and delete the remainder of this document prior to saving and printing.)

**This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:**

This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide



details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2011 Appropriation	2012 Anticipated Appropriation
<b>TOTAL</b>				

\*See budget book to obtain the appropriate Budget Control Level for your department.

**Appropriations Notes:** This legislation does not appropriate any additional funds to SDOT. In consultation with the City Budget Office, it is anticipated that SDOT has enough flexibility within its existing appropriation authority for 2011 for reimbursable work to carry out this \$200,000 worth of traffic calming expenditures.

**Anticipated Revenue/Reimbursement: Resulting from this Legislation:**

This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
Transportation Operating Fund 10310	SDOT	WSDOT	\$200,000	
<b>TOTAL</b>			<b>\$200,000</b>	

**Revenue/Reimbursement Notes:**

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:**

This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2011 Positions	2011 FTE	2012 Positions*	2012 FTE*
<b>TOTAL</b>							

\* 2012 positions and FTE are total 2012 position changes resulting from this legislation, not incremental changes. Therefore, under 2012, please be sure to include any continuing positions from 2011.

Position Notes: N/A

**Do positions sunset in the future?**

(If yes, identify sunset date)



**Spending/Cash Flow:**

This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2011 Expenditures	2012 Anticipated Expenditures
<b>TOTAL</b>				

\* See budget book to obtain the appropriate Budget Control Level for your department.

Spending/Cash Flow Notes: N/A

**What is the financial cost of not implementing the legislation?**

The cost associated with this work will be reimbursed from WSDOT. This would not go forward or alternatively, the City would need to identify \$200,000 in funding to support this body of work.

**Does this legislation affect any departments besides the originating department?**

No. Indirectly, given that the traffic calming efforts are related to the Washington Arboretum Mitigation Plan, the Parks Department is aware of the existence of this body of work as being responsive to the desires of the Arboretum and Botanical Garden Committee (ABGC).

**What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

N/A

**Is the legislation subject to public hearing requirements?**

N/A

**Other Issues:** (Include long-term implications of the legislation.)

**List attachments to the fiscal note below:**

