MEMORANDUM OF AGREEMENT
NO. GCA 6366
FOR THE ALASKAN WAY VIADUCT AND
SEAWALL REPLACEMENT PROGRAM
BORED TUNNEL ALTERNATIVE

THIS agreement for the Alaskan Way Viaduct and Seawall Replacement (AWVSR) Program ("Agreement") is made and entered into between the State of Washington, hereinafter the "STATE," and the City of Seattle hereinafter the "CITY,' collectively the "Parties" and individually the "Party."

WHEREAS, in the 1950s, the City of Seattle and the Washington State Department of Transportation jointly designed and built the Alaskan Way Viaduct to accommodate passenger and freight mobility into the foreseeable future; and

WHEREAS, the central waterfront section of the Alaskan Way Viaduct is located in and adjacent to downtown Seattle's urban core and the Seattle waterfront, an area increasingly used for tourism and recreation; and

WHEREAS, the Duwamish and Interbay industrial areas in Seattle are served by the SR 99 corridor and constitute a portion of Seattle's industrial sector which accounts for over 120,000 jobs and an estimated $28.5 billion in annual economic activity city-wide. The SR 99 corridor provides important proximity to freight-dependent customers, distributors and suppliers; and

WHEREAS, in 2001 the Nisqually earthquake damaged the Alaskan Way Viaduct and Seawall; and

WHEREAS, the Alaskan Way Viaduct and Seawall are at risk of sudden and catastrophic failure in an earthquake and are nearing the end of their useful lives; and

WHEREAS, various studies conducted have determined that it is not fiscally responsible to retrofit the viaduct, and that retrofitting would cause significant construction impacts; and

WHEREAS, in March 2007, the Washington State Governor, the King County Executive, and the Mayor of Seattle pledged to advance a series of key SR 99 projects (Moving Forward Projects) that will facilitate the removal and/or repair of key portions of SR 99, including the Yesler Way Vicinity Stabilization Project, Electrical Line Relocation, the SR 99 South Holgate Street to South King Street Viaduct Replacement Project, and Transit Enhancements and Other Improvements; and

WHEREAS, in 2008 the STATE and CITY agreed to guiding principles for replacing the Alaskan Way Viaduct: improve public safety; provide efficient movement of people and goods now and in the future; maintain or improve downtown Seattle, regional, Port of Seattle and state economies; enhance Seattle's waterfront, downtown and adjacent

neighborhoods as a place for people; create solutions that are fiscally responsible; and improve the health of the environment; and

WHEREAS, in 2008 the STATE and the CITY considered feedback from 16 meetings of a stakeholder advisory committee made up of representatives from business, labor, environmental, and neighborhood interests and more than one thousand public comments collected during quarterly public meetings; and more than 50 community briefings; and

WHEREAS, in January 2009, the Governor of Washington state, the Mayor of Seattle and the King County Executive jointly recommended replacing the Alaskan Way Viaduct with a bored tunnel beneath downtown Seattle; and

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5768 and the Governor signed the bill into law designating and funding the Bored Tunnel Program as the replacement for the Alaskan Way Viaduct; and

WHEREAS, the AWVSR Program consists of a four-lane bored tunnel and improvements to City streets, the City waterfront, and transit; and the Moving Forward Projects; and

WHEREAS, the new surface Alaskan Way boulevard will have four through travel lanes north of Colman Dock and will have signalized intersections and function similarly to other downtown arterial streets; and

WHEREAS, the AWVSR Program is consistent with the City of Seattle's adopted Comprehensive Plan; and

WHEREAS, the STATE and the CITY are committed to designing the bored tunnel and access portals to be consistent with Seattle's vision for the central waterfront, including reconnecting the downtown with the waterfront, enhancing the waterfront's environmental sustainability, increasing views of Elliott Bay and the landforms beyond, facilitating revitalization of Seattle's waterfront, maintaining transportation access to and through the waterfront, and increasing opportunities for the public to access and enjoy the shoreline and waterfront; and

WHEREAS the Port of Seattle is responsible for nearly 194,000 jobs in Washington state, $17 billion in business revenue and tenants, half of the $80 billion in cargo in Puget Sound ports, and is ranked the ninth largest port in the United States;

WHEREAS the Port of Seattle is funding projects that are part of or complement the AWVSR Program and which will provide capacity for future growth and improved safety, including the East Marginal Way Grade Separation Project, and the SR 519 South Seattle Intermodal Access Project Phase 2, has endorsed the bored tunnel concept, and is reviewing a proposed $300 million investment in the AWVSR Program; and

WHEREAS King County is responsible for providing bus service, which serves an annual ridership of 100 million within a 2,134 square mile area; and

WHEREAS, King County is funding transit investments as part of the AWVSR Program, which will provide capacity for an additional 17,000 riders and include RapidRide investments, park and ride facility expansion, enhanced express and local service during peak periods, and investments in maintenance base capacity.

NOW, THEREFORE, the Parties agree to proceed with the AWVSR Program in accordance with the following principles.

IT IS MUTUALLY AGREED THAT:

Jointly the STATE and CITY intend to:

1. Continue to work collaboratively toward the successful completion of the AWVSR Program; and
2. Endeavor to open the bored tunnel to drivers by the end of 2015; and
3. Develop additional program-wide agreements (Additional Agreements), such as utility relocation, right-of-way, ownership and maintenance, and others to be consistent with this Agreement.

Responsibilities, implementation, and funding to be addressed in Additional Agreements are assigned as follows:

I. RESPONSIBILITIES

The STATE will be responsible for the following:

1. The Moving Forward Projects; and
2. A bored tunnel from a point just north of S. Royal Brougham Way to Harrison Street including connections to the city street system and the reconnection of John Street, Thomas Street, and Harrison Street over SR 99; and
3. A surface street from S. King Street along Alaskan Way to Elliott and Western avenues, ending at Battery Street, including replacement of the Marion Street pedestrian overpass and reconstruction of the Lenora Street pedestrian overpass; and
4. A new roadway connecting the realigned Alaskan Way to East Marginal Way S.; and
5. Alaskan Way Viaduct demolition; and
6. Battery Street Tunnel decommissioning; and
7. Partial construction transportation mitigation; and
8. Protection of public and private facilities which can safely remain in place throughout construction of the bored tunnel; and
9. Agreement with King County for transit investments associated with the AWVSR Program; and
10. Agreements with the Port of Seattle for freight mobility improvements associated with the AWVSR Program.

The CITY will be responsible for the following:

1. City utility relocations associated with the AWVSR Program; and
2. Seawall replacement along the CITY's central waterfront; and
3. A promenade or public space along the central waterfront; and
4. Other City street improvements including the west phase of the Mercer Corridor Project and partial funding for the Mercer Corridor East and Spokane Street Viaduct projects; and
5. Evaluation of a potential streetcar on First Avenue, including a segment phasing approach.

II. IMPLEMENTATION

The Parties recognize that it may be in the public interest for one Party to implement portions of the other Party's program responsibilities. Each Party will be responsible for implementation roles, which are subject to change by agreement of the Parties, and may include, but are not limited to, the following:

The STATE shall, in accordance with the Additional Agreements:

1. Complete the following Moving Forward Projects: Electrical Line Relocations – Phase 1, S. Holgate to S. King Street Viaduct Replacement Project; SR 99 Intelligent Transportation System Projects; and establish an agreement with King County for transit service during construction; and
2. Design and construct a single bore tunnel from approximately S. Royal Brougham Way to Harrison Street, with four lanes of traffic including tunnel portals at either end; and
3. Design and construct the relocation of some CITY-owned utilities at the portal locations and bored tunnel alignment on behalf of the CITY; and
4. Design and construct new crossings of the SR 99 bored tunnel at John, Thomas, and Harrison streets; and
5. Design and construct a new City street grid between S. King and S. Atlantic streets including the realignment of Alaskan Way; and
6. Design and construct a new roadway connecting the realigned Alaskan Way to East Marginal Way; and
7. Demolish the existing Alaskan Way Viaduct from S. King Street to the Battery Street Tunnel; and
8. Decommission the Battery Street Tunnel; and
9. Complete the environmental review process for the Bored Tunnel Alternative, as required by federal and state law; and
10. Establish an agreement with the Port of Seattle to secure the $300 million port investment for the Alaskan Way Viaduct Replacement Program including the bored tunnel project.

The CITY shall, in accordance with the Additional Agreements, and subject to appropriation of funds for these purposes:

1. Design and construct the relocation of some CITY-owned utilities required for the AWVSR Program; and
2. Design and construct a new seawall between Colman Dock and Pine Street; and
3. Design and construct a new promenade or public space along the central waterfront; and
4. Design and construct two-way Mercer Street from I-5 to Elliott Avenue, including a new Sixth Avenue from Harrison Street to Mercer Street; and
5. Design and construct a widened Spokane Street Viaduct, including a new ramp to Fourth Avenue; and
6. Evaluate a potential streetcar on First Avenue between S. Jackson Street and the Seattle Center, including a segment phasing approach; and
7. Design and construct a new four-lane connection from Elliott and Western avenues, beginning at Battery Street, to Pine Street; and
8. Design and construct a new surface road from S. King Street to Pine Street; and
9. Design and construct intelligent transportation system projects along the SR 99 corridor.

III. FUNDING

Funding responsibilities for the estimated costs are as follows (these are preliminary cost estimates, with final funding commitments to be determined).

The STATE shall fund or procure funding for, if, and to the extent that the Washington State Legislature appropriates funds for these purposes as agreed to in the Additional Agreements, consistent with the State funding limits established in Engrossed Substitute Senate Bill 5768:

1. Bored tunnel from north of S. Royal Brougham Way to Harrison Street -- $1.9 billion
2. Surface street connection from S. Yesler Street along Alaskan Way to Pike Street, including replacement of the Marion Street pedestrian overpass; a new connection from Pike Street to Elliot and Western avenues; reconstruction of the Lenora Street pedestrian overpass; viaduct removal; Battery Street Tunnel decommissioning -- $290 million
3. Completion of the Moving Forward Projects including a new surface Alaskan Way from S. King to S. Yesler streets, and a new roadway connecting the realigned Alaskan Way to East Marginal Way S.-- $600 million
4. Partial construction transportation mitigation (mitigation to offset loss of on-street parking during construction) -- $30 million

The CITY shall fund or procure funding for, if, and to the extent that, the Seattle City Council appropriates funds for these purposes as agreed to in the Additional Agreements (the Parties acknowledge that no funds will be appropriated by the ordinance that approves this Agreement):

1. City utility relocation costs associated with the program -- $248 million
2. Central seawall replacement -- $225 million
3. Promenade or public space along the central waterfront -- $123 million

4. City streets and transit pathways including the west phase of the Mercer Corridor Project and partial funding for the Mercer East and Spokane Street Viaduct projects -- $191 million
5. Evaluation of a potential First Avenue Streetcar, including a segment phasing approach -- $140 million (design and construction estimate)

The STATE and CITY shall jointly work with King County and the Port of Seattle to endeavor to fully secure the respective funding commitments of these contributing agencies.

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

CITY OF SEATTLE

By: _____

Print: Greg Nickels

Title: Mayor

Date: 10/27/2009

STATE OF WASHINGTON

By: Christine Gregoire

Print: CHRISTINE GREGOIRE

Title: GOVERNOR

Date: 10/24/09

APPROVED AS TO FORM:

Elizabeth Lagerberg
By (print)

_____
Signature
Assistant Attorney General

Date: 10-22-09