INTERLOCAL AGREEMENT BETWEEN PORT OF TACOMA AND CITY OF TACOMA EAST 11TH STREET BRIDGE AND VIADUCT CORRIDOR STUDY

Parties Defined. This Interlocal Agreement ("Agreement") is made and entered into by the City of Tacoma, a municipal corporation of the State of Washington, hereinafter called the "City" and the Port of Tacoma, a port district organized under the laws of the State of Washington, hereinafter called the "Port." The Port and the City are also referred to in this Agreement collectively as "the Parties," and individually as a "Party."

Study Defined. As used in this Agreement, "Study" means the Study of the East 11th St. Bridge and Viaduct System ("Bridge"). The purpose of the Study is to determine if certain elements of the Bridge should be replaced, repaired, or demolished without replacement, based on the Bridge's ability to improve freight and personal mobility, serve as an evacuation route, and enhance emergency response, as further described in Attachment A herein.

RECITALS

WHEREAS, the East 11th Street Bridge over the mouth of the Puyallup River has been closed since July 18, 2014, due to structural deterioration in both the river span and the approach viaduct on the Central Peninsula;

WHEREAS, understanding the role of the Bridge in improving freight and personal mobility, and serving as an evacuation and emergency access route, is of critical importance to the City and to the Port;

WHEREAS, conducting a Study determining the Bridge's role provides mutual benefit to the City and the Port;

WHEREAS, the Port and the City have collectively committed approximately One Hundred Thirty Five Thousand Dollars ($135,000) toward the Study of the East 11th Street Bridge Corridor;

WHEREAS, the City agrees to provide One Hundred and Ten Thousand Dollars ($110,000), which sum includes funding by the Tacoma Public Works, Water and Fire Departments, and the Port agrees to provide Twenty Five Thousand Dollars ($25,000); and

WHEREAS, the City of Tacoma Public Works Department shall be assigned all duties of Project Management, as the Bridge falls under the City's jurisdiction and ownership;

NOW, THEREFORE, the Parties agree as follows:

1. PROJECT SCOPE OF WORK

The scope of the Study is to determine if elements of the Bridge should be replaced, repaired, or demolished without replacement, based on its ability to improve freight and personal mobility, serve as an evacuation route, and enhance emergency response. The detailed scope of work for the Study is outlined in Attachment A, titled "East 11th Street Bridge Corridor Study".

The Parties agree that a coordinated effort to study this corridor under a single City of Tacoma contract will result in efficiencies for both Parties. The following summarizes the arrangements, assumptions, and action items necessary to move forward with this project:

- Tacoma Public Works will retain a consulting firm to lead the study.
- The Public Works Department will administer the consultant contract.
- Other City of Tacoma Departments included in this study are: Tacoma Water and Tacoma Fire Departments.
- Public Works will provide the role as Owner and Client. As such its role will include:
    1. Involved in all communications with consultant.
    2. Lead for contracting and payments.
    3. Lead for communications with consultant, community outreach, and comment consolidation.

An executive stakeholder committee will include Tacoma Fire Department, Tacoma Water Department and the Port of Tacoma. The role of the executive stakeholder committee will be to:

1. Contribute to funding,
2. Assist with consultant selection process,
3. Participate in executive stakeholder meetings,
4. Provide comments to Tacoma Public Works on draft documents, and
5. Participate in community meetings.

2. TERMS AND CONDITIONS

2.1. Lead Agency: The City shall be the lead agency for the. As lead agency, the City shall be responsible for accomplishing all aspects of the Study scope.

2.2. Contact Persons: The Parties to this Agreement have designated person(s) to act as liaison(s) for the Study, as contained in Section 5 herein. The contact persons shall meet on a scheduled basis at a frequency appropriate to the phase and status of the Project.

2.3. Scope: The scope for the Study, as set forth herein, is mutually agreed upon by the City and Port. All scope changes shall be agreed to by the Parties and coordinated by the City.

3. COST REIMBURSEMENT AND FUNDING

The funding for the study is as follows:

City of Tacoma Public Works	$60,000
City of Tacoma Fire	$25,000
City of Tacoma Water	$25,000
Port of Tacoma	$25,000
Total	$135,000

The Port agrees to contribute no more than Twenty Five Thousand Dollars ($25,000) toward the Study, subject to the following:

Any funds remaining after the study will be returned on a proportional basis.

The Port shall make a single lump sum payment following the acceptance of the Study by the executive stakeholder committee. To receive payment, the City shall submit to the Port an invoice confirming the study has been completed and accepted and referencing the Interlocal Agreement number, Project number, and work title of the Study.

The invoice shall be mailed "Attention: Port Contracts Department." Alternatively, the invoice may be emailed to procurement@portoftacoma.com. The email must include the required supporting documentation. An incomplete or improperly prepared invoice will be returned for correction without processing or payment. The Port shall pay the complete and properly prepared invoice within 30 days of receipt of the invoice.

4. NOTIFICATION

Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by email followed by postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this Agreement:

To the CITY:
Daniel Soderlind, Project Manager
Tacoma Public Works/Engineering
Tacoma Municipal Building
747 Market Street
dsoderlind@cityoftacoma.org

To the PORT:
Christine Wolf, Senior Planner
Port of Tacoma
PO Box 1837
Tacoma, WA 98401-1837
cwolf@nwseaportalliance.com

5. RECORDS RETENTION AND AUDIT

During the progress of the work on the Project and for a period not less than six (6) years from the date of final payment by the Port to the City, the records and accounts pertaining to the Project and accounting thereof are to be kept available for inspection and audit by the Port and the City shall provide the Port with copies of all records, accounts, documents, or other data pertaining to the Project upon the Port's reasonable request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the typical six-year retention period. This provision is not intended to alter or amend records retention requirements established by applicable state and federal laws.

6. DISPUTES

The designated representatives herein under section 4.0, NOTIFICATION, shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then the responsible department directors for each Party shall review the matter and attempt to resolve it. If the department directors are unable to resolve the dispute, the matter shall be reviewed by the chief executive 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.

7. EFFECTIVENESS AND DURATION

This Agreement is effective upon the date of execution by both Parties or upon posting on each parties' website listed by subject or other electronically retrievable public source, as allowed by RCW 39.34.040 and will remain in effect until completion of the Project, unless otherwise stated

herein or unless amended or terminated.

8. ENTIRE AGREEMENT / INTERGRATION.

This Agreement contains the entire agreement between the parties. Should any language in any exhibit conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. Written provisions and terms of this Agreement, together with any attached exhibits, supersede all prior verbal statements by any representative of either party, and those statements shall not be construed as forming a part of or altering in any manner this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PORT OF TACOMA

10-30-17
John Wolfe, Chief Executive Officer Date

APPROVED AS TO FORM:

10/30/17
Carolyn Lake, Port Legal Counsel Date

CITY OF TACOMA

Assistant City Manager

11/6/17
Kurtis D. Kingsolver, P.E. Date
Public Works Director/City Engineer

Tacoma Water

Tacoma Fire

APPROVED:

DARuss 11/7/17
Andrew Cherullo, Finance Director Date

APPROVED AS TO FORM:

11/14/17
Deputy City Attorney Date

Attachment "A"
East 11th Street Bridge and Viaduct Corridor Study Scope

The East 11th Street Bridge over the mouth of the Puyallup River, and viaduct over the APM Terminal property, has been closed since July 18, 2014. The reason for the closure was structural deterioration in steel elements that make up the truss that supports the River Span. Additional deterioration is found throughout both the River Span and Viaduct.

The purpose of this study is to determine if this bridge system should be replaced, repaired, or demolished without replacement. It is expected the study will provide answers for (but not be limited to) the following questions:

Function

1. What is the value of the bridge in providing an evacuation route? (If improvements are made to the bridge such that it can be used as an evacuation route would it be possible to open the bridge to all traffic?)
2. Would this bridge improve emergency response?
3. Would this bridge alleviate recurring and non-recurring congestion?
4. Would this bridge reduce freight travel times?
5. Would this bridge improve non-motorized mobility?
6. Is the current location the best place for a bridge, or is there a different location that would improve on the functionality of the river crossing?

Infrastructure

7. Can either, or both, the truss or viaduct section be re-habilitated instead of replaced?
8. Can the viaduct section be eliminated and East 11th Street re-aligned to eliminate this barrier to the current APM Terminal property?
9. Are there utilities, environmental regulations, Tribal interests or other issues that place financial or other impacts on the removal or replacement of this bridge system?

To answer these and possibly other questions the consultant shall provide a process of evaluation such that each alternative be can be assigned a value so as to quantify the benefit/cost ratio and tradeoffs of each alternative.

Provide basic cost estimates.

Basic costs estimates are needed as listed below. Estimates can be based on a per square foot basis.

1. Replacement of bridge structure over the Puyallup River.
2. Replacement of viaduct structure.
3. Reconstruction of existing bridge structure over the Puyallup River
4. Reconstruction of existing viaduct structure.
5. New roadway on East 11th Street that would replace the viaduct structure.
6. New roadway on a new alignment. This would re-rout East 11th Street southward along a new alignment. The current East 11th St divides the APM terminal and acts as a barrier for commerce.
7. Rehabilitation of the existing structure to use as an emergency evacuation and pedestrian/bicycle connection only.

8. Replacement with new bridge for bicycle and pedestrian traffic.
9. Replacement with a new bridge for bicycle and pedestrian traffic, with option to use as a vehicular evacuation route.
10. New approach and bridge in a different location.
11. Complete removal of all structures.

Once the study is underway the consultant shall review this list of required cost estimates with the City to determine if any of these items can be eliminated.

Lead Public Outreach effort.

This work will require coordinating meetings and establishing communication with all stakeholders with an interest in this bridge/transportation corridor. These stakeholders will include:

1. The Port of Tacoma and the Northwest Seaport Alliance
2. Puyallup Tribe of Indians
3. Tacoma Fire Department
4. Tacoma Water Department
5. Tacoma Planning Department
6. Department of Ecology
7. U.S. Coast Guard
8. Local property owners
9. Tacoma Truckers Association
10. Private utilities (if they exist)
11. City of Tacoma Transportation Commission

Assumptions:

Traffic Analysis: The approach is expected to include traffic analysis, including relevant/appropriate operational analyses, to support the alternatives screening process.
Prior studies: Prior structural analyses of the existing bridge and prior travel demand analysis will be available to the consulting team.

Deliverables.

The consultant shall provide a final document that details their work. The document shall provide detailed information about the screening process, and detailed information about the final alternatives. The document shall rate the alternatives using an agreed upon scoring system and provide cost estimates and conceptual drawings for each alternative.

Summary.

The City of Tacoma is trying to determine a final solution for this corridor and bridge system. The consultant will need to vet out the needs of the stakeholders while comparing these needs to the costs of meeting these needs.

The consultant will need to work closely with the City of Tacoma and the Port of Tacoma in answering these questions as we desire a balance between providing enough information to make a good decision and not expending more resources than necessary. For example, the cost estimates will require coordination between the consultant and the City with regard to the amount of effort needed for these estimates.

APM Terminal Pacific
Puyallup Waterway
E Milwaukee Waterway Rd
Sitcum Way
Milwaukee Way
E 11th St
Thorne Rd
WestRock Company, Tacoma Mill
Viaduct
Penske Truck Rental
RockTenn
Portland Ave E
Puyallup River
Stewart St
River Span
Horizon Lines
Google