

SUPREME COURT OF THE STATE OF WASHINGTON

SEATTLE CITIZENS AGAINST THE
TUNNEL; ELIZABETH A. CAMPBELL,
in her capacity as Seattle Citizens Against
the Tunnel's Campaign Manager and the
Principal Initiative Petitioner,

Appellants,

v.

CITY OF SEATTLE, a Washington
municipal corporation,

Respondent,

and

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION,

Defendant-
Respondent.

DECLARATION OF
MATTHEW D.
PREEDY, P.E. IN
SUPPORT OF
RESPONDENT
WSDOT'S RESPONSE
TO APPELLANTS'
EMERGENCY
MOTIONS

MATTHEW D. PREEDY, P.E. declares as follows:

I am employed by the Washington State Department of Transportation ("WSDOT") as an Alaskan Way Viaduct ("AWV") Replacement Program Director. I have worked for WSDOT for 19 years. I have worked on the AWV Program for over four years, my specialty being in the area of construction delivery. My current responsibilities include delivery of all project phases on the south end of the AWV

corridor, including design and construction. These responsibilities also include managing the program's budget, managing program risk, estimating project costs, and coordinating with the work on the central waterfront. I am familiar with the various studies and engineering reports that have been prepared for the Viaduct replacement project, including seismic safety and environmental reports, and rely on those reports in my work. I am a professional engineer registered in the State of Washington (Certificate #35689).

I. ALASKAN WAY VIADUCT PROJECT HISTORY

The Alaskan Way Viaduct ("Viaduct") is the double-deck bridge section of SR 99 that was built in the mid-1950s and runs along Seattle's waterfront from South Holgate Street to the Battery Street Tunnel.

WSDOT determined in the mid-1990s that the Viaduct was vulnerable to earthquake damage and that it was nearing the end of its useful life. The Viaduct's existing foundations are embedded in liquefiable soil, and the viaduct structure is deteriorating. These factors, along with inadequate seismic structural design, make the structure vulnerable to earthquakes and necessitate its replacement. In early 2001, WSDOT began planning for replacement of the Viaduct.

While this work was ongoing, the Nisqually earthquake occurred in February 2001 and damaged the Viaduct, forcing WSDOT to temporarily close the Viaduct for a couple of days in order to perform a complete inspection of the structure and repair the damage. We discovered damage that was much more extensive than we originally thought, and over the next month, WSDOT closed the Viaduct on several nights and weekends for additional inspections and many temporary structural repairs. These repairs enabled us to reopen the facility for public use, but did not provide any additional measure of safety in an earthquake.

WSDOT now closes the Viaduct twice annually for detailed inspection and survey to determine if the Viaduct continues to shift or settle. In addition, the Viaduct is visually inspected semi-annually between closures. These inspections have revealed additional damage that resulted from the 2001 earthquake, including settlement in some areas, documenting an increased potential for failure in any future significant earthquake.

Attached as Exhibit 1 is a true and correct copy of the Alaskan Way Viaduct Seismic Vulnerability Analysis Report prepared in November 2007. The report analyzed the seismic risks to the Viaduct and the Alaskan Way Seawall. Engineers who prepared this report concluded

that the risk of damage or seismic failure is about twice what it was earlier considered to be. This means there is a one-in-ten chance that an earthquake will occur in the next ten years of sufficient severity to damage or collapse the Viaduct. Because design and construction of a replacement was anticipated to take about ten years, engineers reported a significant risk to public safety. Timely replacement is essential in order to preserve safety for the hundreds of thousands of people traveling on, under or in the immediate vicinity of the structure every day.

WSDOT continues to repair the Viaduct and perform regular maintenance, along with repair of damage that occurred during the 2001 earthquake. This work has included shoring up four columns that were found to have settled significantly since the earthquake.

II. ENVIRONMENTAL REVIEW OF ALASKAN WAY VIADUCT REPLACEMENT PROJECT

After the 2001 earthquake, WSDOT stepped up its planning to replace the Viaduct. In conjunction with the Federal Highway Administration (“FHWA”), and City of Seattle Department of Transportation (“SDOT”), WSDOT prepared a Draft Environmental Impact Statement (“DEIS”) pursuant to the National Environmental Policy Act (“NEPA”) for a proposal to replace the entire Viaduct. The DEIS was

published in 2004 and a supplemental draft EIS (“SDEIS”) was published in 2006.

WSDOT, with the support of Governor Gregoire, FHWA, the City of Seattle, and King County, then identified a number of safety and mobility projects (“Moving Forward Projects”) located in the SR 99 corridor to the north and south of the central waterfront that could be developed and constructed independently of the central waterfront. The three agencies also agreed to consider additional solutions for the central waterfront section of the Viaduct.

In 2008, WSDOT, SDOT, and King County Department of Transportation convened a “stakeholder advisory committee” to evaluate additional solutions for replacement of the central waterfront section of the viaduct. This committee was made up of 29 representatives from business, neighborhood, freight, commuters, environmental and other interest groups. Ultimately, most of the committee members supported replacing the central waterfront section of the viaduct with a deep bored tunnel.

WSDOT, SDOT, and FHWA then prepared a second supplemental DEIS to evaluate the impacts of the deep bored tunnel alternative for the central waterfront. This supplement, which was published in October 2010, identified the bored tunnel alternative as the preferred alternative. A

Final Environmental Impact Statement was published on July 15, 2011. We anticipate that FHWA will issue a Record of Decision setting out its selected alternative for the replacement of the central waterfront section of the Viaduct in August 2011.

III. 2009 ACTION BY THE STATE OF WASHINGTON, KING COUNTY, AND THE CITY OF SEATTLE

In January 2009, the State of Washington, King County, and the City of Seattle reached a consensus on the replacement of the SR 99 Alaskan Way Viaduct and Seawall. The public entities jointly decided that a "... four-lane bored tunnel, together with improvements to city streets, the city waterfront, and transit, is the recommended alternative for replacing the existing viaduct." The parties agreed to seek state legislative approval for this recommended alternative. The alternative was approved by the 2009 legislature in RCW 47.01.402.

The Seattle City Council and former Mayor Greg Nickels adopted the state legislative policy decision in favor of a bored tunnel alternative as the City's preferred solution pursuant to Ordinance No. 123133 on October 27, 2009. This ordinance authorized and the City did enter into Agreement GCA 6366 with WSDOT to detail the agencies' rights and responsibilities. Attached as Exhibit 2 is a true and correct copy of GCA 6366, dated October 24, 2009.

WSDOT and the City agreed in GCA 6366 to collaboratively work toward the successful completion of the Viaduct replacement project, to endeavor to open the bored tunnel by 2015, and to develop additional agreements that would, in part, address the use of City right of way by WSDOT. Exhibit 2, p. 3. Further, GCA 6366 provided that WSDOT would be responsible for connecting the project to the city street system, including for example, a reconstructed surface Alaskan Way with connection to Elliot and Western Avenues and reconnecting John, Thomas and Harrison streets at the North Portal. Exhibit 2, Section I.

GCA 6366 also identified the Moving Forward Projects as preparatory to replacement of the central waterfront section of the viaduct. These projects, such as the South Holgate to South King Street Viaduct Replacement Project and the Early Electrical Line Relocation Project, have already been constructed or are under construction. The design and construction of the Moving Forward Projects, collectively representing an expenditure of \$645 million, were facilitated by implementation agreements negotiated between the City and WSDOT pursuant to the policies established in Ordinance No. 123133 and GCA 6366. In addition to the work for the Moving Forward Projects, Ordinance No. 123133 and GCA 6366 also contemplated future agreements to address, for example, utility relocation and right of way ownership and maintenance, to

implement the bored tunnel alternative should it be the selected alternative. WSDOT and the City entered into three such agreements on May 23, 2011, as described in Section VI below.

IV. DESCRIPTION OF THE BORED TUNNEL ALTERNATIVE

If the Bored Tunnel Alternative is the selected alternative in the Record of Decision, it will replace the SR 99 viaduct between S. Royal Brougham Way and Roy Street, with two lanes in each direction. The proposed bored tunnel is approximately 1.75 miles long, with an inside diameter of 54 feet and an outside diameter of approximately 58 feet. The Bored Tunnel Alternative also includes relocating utilities, including City-owned utilities, located on or under portions of the existing Viaduct and relocating or protecting in place utilities and structures along the proposed bored tunnel alignment. In addition, the tunnel includes surface street improvements at the south and north portal areas.

V. SR 99 BORED TUNNEL ALTERNATIVE DESIGN-BUILD PROJECT DESCRIPTION

Pursuant to federal regulations that allow state transportation agencies to enter into design-build agreements prior to issuance of the Record of Decision, WSDOT conducted a solicitation process to select a design-builder for the proposed bored tunnel (“Project”). WSDOT named Seattle Tunnel Partners (“STP”), the Project apparent best-value bidder in

December 2010, with a proposal price of \$1,089,700,002. The design-build contract was executed with the design-builder on January 6, 2011.

WSDOT issued Notice to Proceed 1 to the design-builder effective February 7, 2011. The work authorized by the FHWA focuses on preliminary design, defining the general project location, and design concepts. Such work includes, among other things, preliminary engineering, work needed for environmental permitting, topographic surveys, geotechnical investigations, utility engineering, traffic studies, and hazardous materials assessments.

Preliminary design work for the Project is currently underway as provided for in Notice to Proceed 1. There are thirteen Task Force groups, comprised of WSDOT, City of Seattle, and STP staff, which have been formed to aid in the development and review of preliminary design documents. The Task Forces address such issues as permitting, utility engineering, maintenance of traffic, roadway, urban design, buildings, construction monitoring/geotechnical, structures, systems – electrical, systems – mechanical, quality, public information, and risk. All Task Force groups include City representatives and rely on active participation and cooperation from the City of Seattle Department of Transportation, Seattle Public Utilities, or Seattle City Light.

VI. SUMMARY OF MEMORANDUM OF AGREEMENTS PROCESS AND STATUS

Beginning in the summer of 2009, WSDOT began working with technical staff from SDOT, Seattle Public Utilities, and Seattle City Light to develop technical memorandums of agreement for how the agencies would work together during design and construction of the Project. As previously noted, similar agreements have been negotiated, approved, and executed between the City of Seattle and WSDOT for, among others, the Early Electrical Line Relocation Project and the South Holgate to South King Street Viaduct Replacement Project. In addition to facilitating WSDOT's work on these projects, these agreements define the conditions for WSDOT work on City rights-of-way, and protect the City's interests in its street and utility infrastructure that are or may be affected by the WSDOT projects. Having these agreements in place proved to be a key element to be able to deliver these projects on time and on budget.

Three technical Memorandums of Agreement ("Agreements") relating to the Project were negotiated between WSDOT and the City of Seattle. The Agreements address, among other things, use of City right of way, risk allocation of possible damage as a result of tunnel construction, the applicability of city standards, the City's permitting process, environmental remediation, design review by the City, and the process for

addressing the design and relocation of both public and private utilities. All of these subjects are vital and necessary to ensure WSDOT is able to complete construction on time and on budget. The design-build contract was developed with the anticipation that the Agreements would be in place and specifically includes contractual requirements applicable to STP based on the requirements in the Agreements.

The Agreements specifically define and address “City Interest Property,” including street rights of way, WSDOT’s use of their property, and the process by which WSDOT will transfer property to the City, including any property surplus to WSDOT’s needs, which will become city street right of way. SDOT has specifically authorized WSDOT’s use of City street rights of way for its project, subject to the City’s issuance of street use permits and subject to City inspections. Attached as Exhibit 3 is a true and correct copy of agreement GCA 6486. Exhibit 3, sections 1.9, 1.12, 1.37, 1.38, 1.39, 1.53, 1.54, 6.2, 6.3 and 6.4.

In a letter dated January 28, 2011, WSDOT formally submitted the Agreements to the City on behalf of WSDOT as an offer to enter into and be legally bound by the Agreements. These Agreements are known as GCA 6486, UT 01476, and UT 01474. Once the Agreements were negotiated, the Seattle City Council passed Ordinance No. 123542, accepting WSDOT’s offer to be bound by the Agreements on February 28,

2011. The three Agreements were effective March 30, 2011, and fully executed by the parties on May 23, 2011. Attached as Exhibit 4 is a true and correct copy of agreement UT 01476. Attached as Exhibit 5 is a true and correct copy of agreement UT 01474.

If the City does not participate as planned and as provided for in these Agreements, there are many disruptions and delays that would impact the project schedule, increasing costs, and ultimately delaying the demolition of the seismically vulnerable central waterfront portion of the Alaskan Way Viaduct.

VII. DESIGN INEFFICIENCIES

As part of the preliminary design efforts, work is needed to define appropriate utility engineering. WSDOT relies on the City's input and approval in this process. In addition, as most of the work is performed within City of Seattle rights of way, WSDOT relies on the City of Seattle to assist with directing private utility engineering efforts. We anticipate that if this initiative moves forward to the ballot, City staff will be directed to cease their involvement in the Task Forces described above until the vote in November 2011. The lack of timely participation and input by the City of Seattle will cause WSDOT and STP to perform work with insufficient information resulting in rework and incurring delays to an

otherwise efficient preliminary design effort. These design inefficiencies amount to approximately \$160,000 per week of delay.

In addition, utility engineering, nearly all of which takes place within City right of way, is an activity that impacts the critical path shortly after issuance of Notice to Proceed 2. Delays in completing this work effort will result in significantly increased overall project costs. With a question as to how WSDOT will be able to use City right of way, we anticipate that the City staff will be directed to cease their participation in this work, leading to increased costs including extended Bond and Insurance Policy riders, a two percent inflation rate applied to the construction costs over the time period in which the project would be delayed, extended STP overhead for delays due to inefficiencies and re-sequencing work activities, and costs for WSDOT's extended overhead due to a longer construction time frame and delayed finish date. I have also calculated these delay costs on a weekly basis. These additional weekly costs could amount to \$3,000,000 per week of delay.

VIII. POTENTIAL COST IMPACTS

In summary, the impact of not having access to SDOT right of way could result in additional costs to WSDOT as follows:

A. If STP is delayed for one week, the State will incur up to \$3,160,000.

B. If STP is delayed for two weeks, the State will incur up to \$6,310,000.

C. If STP is delayed for three weeks, the State will incur up to \$9,500,000.

D. If STP is delayed for five months, the State will incur up to \$54,000,000.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 27TH day of July, 2011, at Seattle, Washington


MATTHEW D. FREEDY, P.E.