



SEATTLE CITY COUNCIL

Legislative Summary

CB 119416

Record No.: CB 119416

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125754

In Control: City Clerk

File Created: 08/28/2018

Final Action: 01/11/2019

Title: AN ORDINANCE relating to the State Route 520 Project; authorizing the Mayor to execute an agreement with the State of Washington to set forth roles and responsibilities and establish a method for reimbursing costs, where applicable, to operate and maintain the infrastructure constructed as part of the State of Washington's State Route 520 Project.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - General Maintenance Agreement

Drafter: Bill.LaBorde@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	09/25/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	09/25/2018	sent for review	Council President's Office			
1	Council President's Office	10/17/2018	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						
	Notes:						
1	City Council	12/03/2018	referred	Sustainability and Transportation Committee			

Legislative Summary Continued (CB 119416)

- 1 Sustainability and Transportation Committee 12/04/2018 discussed
Action Text: The Council Bill (CB) was discussed in Committee.
- 1 Sustainability and Transportation Committee 12/18/2018 pass Pass
Action Text: The Committee recommends that City Council pass the Council Bill (CB).
Notes:
In Favor: 2 Chair O'Brien, Vice Chair Johnson
Opposed: 0
- 1 City Council 01/07/2019 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 5 Councilmember Bagshaw, Council President Harrell, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien
Opposed: 0
- 1 City Clerk 01/11/2019 submitted for Mayor's signature Mayor
- 1 Mayor 01/11/2019 Signed
- 1 Mayor 01/11/2019 returned City Clerk
- 1 City Clerk 01/11/2019 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
-

CITY OF SEATTLE

ORDINANCE 125754

COUNCIL BILL 119416

AN ORDINANCE relating to the State Route 520 Project; authorizing the Mayor to execute an agreement with the State of Washington to set forth roles and responsibilities and establish a method for reimbursing costs, where applicable, to operate and maintain the infrastructure constructed as part of the State of Washington’s State Route 520 Project.

WHEREAS, the Washington State Department of Transportation (WSDOT) is reconstructing segments of State Route 520 (“SR 520”) through its SR 520 Bridge Replacement and HOV Program and is planning design, construction, and operation of the SR 520: Montlake to Lake Washington – Interchange and Bridge Replacement Project (“Project”), extending from approximately Mile Post (MP) 0.84 to MP 1.22; and

WHEREAS, the Project will construct, reconstruct, and install infrastructure and landscaping within, crossing over, adjacent to, and near SR 520 (“Improvements”) within incorporated limits of the City of Seattle; and

WHEREAS, SR 520 is a fully controlled limited access facility under RCW Chapter 47.52; within the boundaries of the City of Seattle, title to the right-of-way of SR 520 is vested in the State of Washington (“State”), and WSDOT exercises full jurisdiction, responsibility, and control to and over the highways; and

WHEREAS, State Route 513 (“SR 513”), also known as Montlake Boulevard, consists of WSDOT limited access right-of-way, WSDOT fee-title property, and City of Seattle (“City”) fee-title property, and pursuant to RCW 47.24.020, will be reconstructed by WSDOT as part of the Project within the same portion of SR 513; and

WHEREAS, a segment of East Lake Washington Boulevard and a segment of Lake Washington Boulevard East, portions of which are currently within WSDOT limited access right-of-

1 way and portions of which are currently within the City street right-of-way, will be
2 reconstructed by WSDOT as part of the Project; and

3 WHEREAS, in 2011, WSDOT and the City entered into the SR 520, I-5 to Medina: Bridge
4 Replacement and HOV Project Vision and Coordination Memorandum of Understanding
5 (MOU), adopted by City Ordinance 123733, memorializing the City's continued
6 involvement with the reconstruction and improvement of SR 520 through its duration and
7 WSDOT's coordination with stakeholders and the community through the Seattle
8 Community Design Process for community amenity and Montlake Lid design features;
9 and

10 WHEREAS, the MOU recognized WSDOT's intent to work with the City to establish a
11 maintenance and operation agreement for the Project elements, including the Montlake
12 Lid and land bridge; and

13 WHEREAS, pursuant to RCW 47.52.090(5), the Washington State Legislature mandated that
14 maintenance of City streets over limited access highways shall be in accordance with the
15 governing policy entered into on June 21, 1956, as amended, between the State and the
16 Association of Washington Cities; and

17 WHEREAS, on April 26, 1966, WSDOT, as successor to the Washington State Highway
18 Commission, and the City, acting by and through its Mayor, entered into an agreement,
19 GM 381, related to their respective maintenance responsibilities for the infrastructure in
20 the SR 520 corridor, between 10th Avenue East and the Evergreen Point Floating Bridge;
21 and

22 WHEREAS, both the State and the City have determined that neither GM 381 nor the City
23 Streets as Part of State Highways Guidelines, dated April 30, 1997, and amended April 2,

1 2013 (“Guidelines”), provide sufficient guidance to the State and the City’s respective
2 obligations for maintenance and operation of the Improvements due to the unique
3 features constructed as part of the Improvements; and

4 WHEREAS, the State and the City have now agreed to enter into a separate agreement, General
5 Maintenance Agreement, City of Seattle and Washington State Department of
6 Transportation, SR 520 Corridor, GMB 1094 (“GMB 1094”), to provide for the unique
7 features not previously addressed in GM 381 or the Guidelines; and

8 WHEREAS, in August 2018, the City and the State executed an amendment to GCA 5962
9 (“Amendment”) to add an exhibit (“Design-Build Procedures”) that establishes a process
10 by which the City will review and accept operation and maintenance responsibilities for
11 the Improvements at the end of Project construction; and

12 WHEREAS, the State and the City’s operation and maintenance responsibilities will begin in
13 accordance with GMB 1094 upon the City’s acceptance of the Improvements as provided
14 for in the Amendment; and

15 WHEREAS, the City and the State wish to authorize GMB 1094 to clarify operation and
16 maintenance responsibilities related to the Project Improvements and establish a method
17 of reimbursement of costs, where applicable, for these activities; NOW, THEREFORE,

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

19 Section 1. The Mayor of Seattle or the Mayor’s designees are hereby authorized to
20 execute, for and on behalf of The City of Seattle (“City”), the General Maintenance Agreement,
21 City of Seattle and Washington State Department of Transportation, SR 520 Corridor, GMB
22 1094, between The City of Seattle and the State of Washington, substantially in the form
23 attached to this ordinance as Attachment 1.

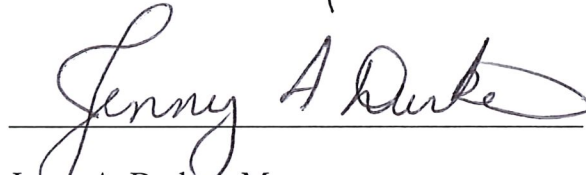
1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 7th day of January, 2019,
5 and signed by me in open session in authentication of its passage this 7th day of
6 January, 2019.

7 

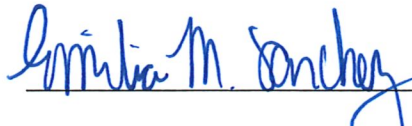
8 President _____ of the City Council

9 Approved by me this 11th day of JANUARY, 2019.

10 

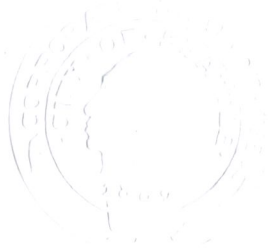
11 Jenny A. Durkan, Mayor

12 Filed by me this 11th day of January, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)



- 1 Attachments:
- 2 Attachment 1 – General Maintenance Agreement, City of Seattle and Washington State
- 3 Department of Transportation, SR 520 Corridor, GMB 1094
- 4 Exhibit A: SR 520 Vicinity Map
- 5 Exhibit B: Agreement Area Map Key and Table
- 6 Exhibit C: Wall Map Key and Table
- 7 Exhibit D: Montlake Lid and Pedestrian Land Bridge Section

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Golnaz Camarda/4-3136	Lisa Gaccione/4-5339

** Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

1. BILL SUMMARY

- 1. Legislation Title:** AN ORDINANCE relating to the State Route 520 Project; authorizing the Mayor to execute an agreement with the State of Washington to set forth roles and responsibilities and establish a method for reimbursing costs, where applicable, to operate and maintain the infrastructure that will be constructed as part of the State of Washington’s State Route 520 Project.
- 2. Summary and background of the Legislation:** In 2010, the Governor identified the State’s Preferred Alternative for the SR 520, I-5 to Medina: Bridge Replacement and HOV Project (Program), which includes a six-lane corridor with a new floating bridge, a new West Approach, a new Portage Bay Bridge, a second Bascule Bridge over the Montlake Cut, a new lid at Montlake, a new lid at 10th and Delmar, and an enhanced bicycle/pedestrian path crossing over I-5. The State legislature then established a \$4.65 billion budget for the Program and later in 2015 approved the final \$1.64 billion needed to complete the rest of the Program.

SR 520 construction began in 2011. Major components of the Program including replacement of the floating bridge and construction east of the floating bridge to Medina were completed in 2015 and 2016. The first connecting bridge west of the new floating bridge (the “West Approach Bridge North”) including the cross-lake regional shared-use path was completed in 2017.

WSDOT will be constructing and reconstructing infrastructure as part of the SR 520: Montlake to Lake Washington – Interchange and Bridge Replacement (Project) starting in 2018 which includes an eastbound connection to the new floating bridge, reconstruction of Montlake interchange and construction of a freeway lid and a bicycle/pedestrian land bridge east of Montlake Blvd E. A more detailed description of the Project is outlined in this agreement. The infrastructure will be serving three purposes:

1. Creating regional motorized and non-motorized connections.
2. Creating connections that are primarily local, including improvements to existing City Street right of way and new paths for pedestrians and bicycles.
3. Creating plaza areas and providing neighborhood open space and landscaped areas.

In 2011, WSDOT and the City entered into the SR 520, I-5 to Medina: Bridge Replacement and HOV Project Vision and Coordination Memorandum of Understanding, adopted by City Ordinance 123733, memorializing the City's continued involvement with the reconstruction and improvement of SR 520 through its duration and WSDOT's coordination with stakeholders and the community through the Seattle Community Design Process for community amenity and Montlake lid design features. The MOU also recognized WSDOT's intent to work with the City to establish an operation and maintenance agreement for the project.

Pursuant to the 2011 MOU, in 2011 and 2012 WSDOT hosted a Seattle Community Design Process to refine the vision and design elements of the Project. In 2014 and 2015, WSDOT again worked with the community, the City and the Seattle Design Commission to complete a Final Concept Design Report that provides the basis for design of Project components moving forward. Both recommendations were endorsed by Council Resolutions 31427 in 2013, and 31611 in 2015.

The Parties acknowledge that the final design of the Project has not been developed yet and due to WSDOT's use of the design-build contract delivery method for this Project, significant changes to the conceptual design currently available may require changes to parties' responsibilities through an amendment to this agreement.

The City and State executed an amendment to GCA 5962 and have established a process for the City to coordinate with WSDOT during the design and construction of the Project improvements and accept infrastructure that is constructed in accordance with City Standards and requirements. Upon City's acceptance of certain Project improvements, the parties' maintenance and operation responsibilities begin in accordance with the agreement that is subject of this legislation.

The agreement in combination with the graphic and table illustrate the parties' operation and maintenance responsibilities involving: Improvement and replacement, maintenance, and operation. This agreement replaces existing maintenance agreements. However, the design process, existing guidelines and agreements including RCW 47.24 – City Streets as Part of State Highways, and GM 381 informed the parties' maintenance and operations responsibilities which are summarized as follows:

- WSDOT is responsible for SR 520 facilities and associated limited access right-of-way including on- and off-ramps.
- City is responsible for improvements in City right-of-way.
- WSDOT and the City have varied maintenance responsibilities for City streets serving as state routes (i.e. SR 513 Montlake Boulevard).
- Additionally, the City is responsible for maintaining unique features of this project such as local trail connections, plaza areas and neighborhood open spaces and landscape areas (i.e. on the lid and land bridge and HOV/Transit connections on the lid).

2. CAPITAL IMPROVEMENT PROGRAM

- a. Does this legislation create, fund, or amend a CIP Project? Yes No

3. SUMMARY OF FINANCIAL IMPLICATIONS

- a. Does this legislation amend the Adopted Budget? Yes No

- b. Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?
Yes.

There are financial impacts to City departments (SDOT, Parks, SPU, and SCL) related to annual operation and maintenance costs as a result of this agreement.

For SDOT, the annual O&M cost is estimated at \$56,000.

Note that a 50-year lifecycle is expected for concrete pavement, sidewalks and ramps and a 30-year lifecycle is expected for asphalt surfaces, and a 75-year lifecycle is expected for structural walls. SDOT will be planning and requesting additional capital budget for the replacement of the infrastructure as appropriate.

WSDOT will reimburse Parks \$12,200 per acre per year for basic landscaping maintenance and cleaning of hardscape in State limited access right-of-way. The agreement provides for escalation. The level of care will commensurate with the available funding. Therefore, we are not anticipating Parks will request additional budget.

For SPU, the annual O&M cost is estimated at less than \$100,000. Therefore, SPU may request additional budget to the SPU Drainage and Wastewater fund.

For SCL, a 10-year life-cycle is expected for standard SCL illumination fixtures, and a 30 year life-cycle for illumination poles and foundations. Therefore, we are not anticipating that SCL will request additional budget.

Note that all figures are in 2018 dollars.

The departments may request additional budget to be adopted in their annual budget as early as 2023.

- c. Is there financial cost or other impacts of *not* implementing the legislation?

If the legislation is not implemented, parties will not have clarity about their responsibilities for the infrastructure that will be constructed and will have to rely on the existing guidelines, RCW and GM 381 for existing infrastructure.

4. OTHER IMPLICATIONS

- a. **Does this legislation affect any departments besides the originating department?**
Yes. There are financial impacts to Parks, SPU, SCL as described above.
- b. **Is a public hearing required for this legislation?**
No.
- c. **Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?**
No.
- d. **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.
- e. **Does this legislation affect a piece of property?**
No.
- f. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**
There are no known impacts to vulnerable or historically disadvantaged communities.
- g. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).**
This legislation does not include a new initiative or a major programmatic expansion.

List attachments/exhibits below:

**GENERAL MAINTENANCE AGREEMENT
CITY OF SEATTLE AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
SR 520 CORRIDOR
GMB 1094**

This agreement (Agreement) is made and entered into between Washington State Department of Transportation (WSDOT), and the City of Seattle (City), collectively referred to as the “Parties” and individually referred to as the “Party.”

RECITALS

1. WSDOT is reconstructing segments of SR 520 through its SR 520 Bridge Replacement and HOV Program and is planning design, construction, and operation of the *SR 520: Montlake to Lake Washington - Interchange and Bridge Replacement Project*, (Project) extending from approximately Mile Post (MP) 0.84 to MP 1.22; and
2. The Project will construct, reconstruct, and install infrastructure and landscaping within, crossing over, adjacent to, and near SR 520 (Improvements) within incorporated limits of the City. The Project limits are hereinafter referred to as the “Project Area” and are depicted on Exhibit A, attached hereto and incorporated herein by this reference.; and
3. SR 520 is a fully controlled limited access facility under RCW 47.52. Within the City’s boundaries, title to the right-of-way of SR 520 is vested in the State of Washington, and WSDOT exercises full jurisdiction, responsibility, and control to and over the highway; and
4. SR 513, also known as Montlake Boulevard, within the Project Area, consists of WSDOT limited access with WSDOT fee-title and City of Seattle fee-title, and pursuant to RCW 47.24.020, will be reconstructed within the Agreement Area by WSDOT as part of Project; and
5. A segment of East Lake Washington Boulevard and Lake Washington Boulevard East, portions of which are currently within WSDOT limited access right-of-way and portions of which are currently within the City street right-of-way, will be reconstructed by WSDOT as part of Project; and
6. In 2011, WSDOT and the City entered into SR 520, I-5 to Medina: Bridge Replacement and HOV Project Vision and Coordination Memorandum of Understanding (MOU), adopted by City ordinance 123733, memorializing the City’s continued involvement with Project through its duration, and WSDOT’s coordination with stakeholders and the community through Seattle Community Design Process for community amenity and Montlake Lid design features, and MOU

recognized WSDOT's intent to work with the City to establish a Maintenance and Operations agreement for Project's Montlake Lid and Land Bridge; and

7. The Washington State Legislature has mandated, pursuant to RCW 47.52.090(5) Maintenance of city streets over limited access highways shall be in accordance with governing policy entered into on June 21, 1956, between the State of Washington and Association of Washington Cities, or as such policy may be amended; and

8. On April 26, 1966, WSDOT (as successor to Washington State Highway Commission) and the City (acting by and through its Mayor of City of Seattle) entered into Agreement GM 381 related to each Party's Maintenance responsibilities for infrastructure in SR 520 corridor, between 10th Avenue East and Evergreen Point Floating Bridge; and

9. The Parties have determined that neither GM 381 nor *City Streets as Part of State Highways Guidelines* dated April 30, 1997, amended April 2, 2013 provide sufficient guidance relative to the Parties' respective obligations for Maintenance and Operation of the Project Improvements due to the unique features constructed as part of Project Improvements; and

10. In August, 2018, the Parties executed the Design Build Procedures establishing a process by which the City will review, and accept the Project Improvements to be Operated and Maintained by the City on completion of the Project construction; and

11. The Parties wish to document their respective Operation and Maintenance responsibilities related to Project Improvements and establish method of reimbursement of costs, where applicable, for such activities; and

NOW, THEREFORE, pursuant to RCW 47.52, RCW 47.28.140 RCW 39.34, RCW 47.24, RCW 47.52.090, Guidelines, and the above recitals, and in consideration of terms, conditions, performances, and duties described herein, and made a part hereof including hereto, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 DEFINITIONS

1.1 Agreement - GMB 1094

1.2 Agreement Area – Agreement Area is area within WSDOT limited access AND within the Project Area, as depicted in the colored areas on Exhibit B (*Agreement Area Map Key*).

1.3 Business Days - Monday through Friday; inclusive, except for official City of Seattle and State holidays

- 1.4 City Standards - City of Seattle standard plans, specifications, and design guides including all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise provided in this Agreement:
- A. The Seattle Municipal Code;
 - B. The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
 - C. The City of Seattle Standard Plans for Municipal Construction;
 - D. SDOT, SCL, DPD and SPU Director's Rules, including the City of Seattle Streets Illustrated, 2017, and any revisions to the Manual;
 - E. SCL Material Standards;
 - F. SCL Construction Standards;
 - G. SPU Standards and Guidelines;
 - H. SPR Standards
- 1.5 Design Build Procedures – Exhibit A to Task Order AB of the Project Services Agreement (PSA) GCA 5962.
- 1.6 Improve and Replace – the phrase “Improve and Replace” means an upgrade or reconstruction of a Project Improvement that is outside of normal Maintenance and Operations as is necessary to enhance or restore the originally intended function of the Project Improvement, the cost of which shall be borne by the party that is responsible to “Improve and Replace” the element as set forth on Exhibit B Map Key and Table. This includes modifications to Project Improvements required due to changes in use over time, obsolescence and resolving problems due to ordinary use or misuse of Project Improvements.
- 1.7 Maintain or Maintenance – The routine, anticipated and unanticipated activities including inspection, cleaning, repair and parts replacement required to prevent the failure or degradation of, and preserve the function and safe use of Project Improvements and all associated costs. WSDOT and City Maintenance responsibilities are as described in this Agreement and Exhibit B Map Key and Table.
- 1.8 Operate or Operation – Activities necessary to administer the function and safe use of Project Improvements including, but not limited to:

- Decision-making concerning the routine use and deviations from the routine use of Project Improvements;
- Actions to address damage to and/or misuse of Project Improvements by third Parties;
- Resource decisions including staffing decisions;
- Communications with the public about Project Improvements; and
- Determinations regarding the extent and timing of Maintenance.

1.9 Project Area – Project Area is largely depicted on Exhibit A (*SR 520 Vicinity Map*).

1.10 Project Improvements – Are those improvements to be constructed and installed by Project within the Agreement Area, as shown in Exhibits B, C and D.

1.11 State Standards – WSDOT standard plans, specifications, design standards and guidelines, and other agency manuals and publications available on WSDOT website.

1.12 Waterproofing Assembly – Filter fabric, drainage mat, horizontal root barrier and waterproofing as further depicted on Exhibit D (*Montlake Lid and Pedestrian Land Bridge Section*)

2.0 GENERAL

2.1 The purpose of this Agreement is to document the Parties' respective Operation, Maintenance, and Improve and Replace responsibilities for Project Improvements within the Agreement Area and to establish a method of reimbursement of costs, where applicable, for such activities.

2.2 The Parties acknowledge that the exact configuration, quantities, and dimensions of Project Improvements and the exact location of WSDOT and City rights-of-way, will not be known until completion of the Project due to the design-build method of Project delivery. The Parties agree to amend this Agreement following completion of the Project if necessary, if any aspect of this Agreement is inconsistent with the completed Project.

2.3 GM 381 (*Seattle General Maintenance Agreement, executed April 26, 1966*) is superseded by this Agreement for all Project Improvements located within the Agreement Area.

GM 381 will remain an active agreement, and will continue to apply to all portions of the SR 520 corridor not addressed by this Agreement, to the limited extent, and solely regarding, details or

specifics not addressed by this Agreement and not in conflict with this Agreement; and if this Agreement is inconsistent or in conflict with GM 381, the terms of this Agreement shall apply.

2.4 The Parties intend that signal operation be covered by agreement GMB 1098.

2.5 On May 2, 2018, the Parties executed a Term Sheet for Maintenance Responsibilities of the SR 520/Montlake to Lake Washington – Interchange and Bridge Replacement Project to document the concurrence between WSDOT and the City on future operation and maintenance responsibilities regarding improvements constructed as part of the Project. Accompanying tables and graphics in the Term Sheet, illustrate the areas of concurrence regarding operation and maintenance responsibilities and set the basis for this Agreement.

2.6 The Party responsible to Improve and Replace must do so upon reasonable demonstration by either party that Improvement or Replacement is warranted. The Parties may otherwise mutually agree, in writing, to modify Project Improvements in accordance with Section 11.0 or remove a Project Improvement as a means of remedying the need to Improve or Replace said Project Improvement.

3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS

3.1 WSDOT shall Operate, Maintain, and Improve and Replace the Project Improvements within the Agreement Area identified as WSDOT responsibilities in Exhibits B and C.

3.2 WSDOT shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B and C.

3.3 For all items on Exhibit B, Agreement Area Table marked as “WSDOT (Structure, includes waterproofing assembly)”, WSDOT shall have responsibility for all wingwalls, bridge rails and railings on the WSDOT owned structure. WSDOT shall also have Operation, Maintenance, and Improve and Replace responsibilities for Waterproofing Assembly. WSDOT shall have responsibility for illumination attached to bridge rails and railings on the structure.

3.4 In addition to Project Improvements described in Exhibits B and C, WSDOT shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:

- A. Directional signage. Under terms of the Design Build Procedures, WSDOT shall provide opportunities for the City to review and approve specific locations for freeway directional signs that may be placed within City right-of-way per Section 4.6 of this Agreement. WSDOT will be responsible to Maintain and replace signs, posts, and mast-arms or other ground supports if used, as needed. If span wires are used, the City shall

be responsible to Maintain and replace the span wires and their posts or other ground support, per Section 4.6.A of this Agreement.

- B. If the City proposes to replace signs, WSDOT will review and approve design and size, and fabricate and furnish to the City at WSDOT cost,
- C. If WSDOT proposes to replace signs, WSDOT will fabricate and furnish to the City, at WSDOT cost.

3.5 WSDOT shall be responsible for obtaining regulatory permits and environmental clearances and managing any WSDOT work within the City right-of-way.

4.0 CITY RESPONSIBILITIES FOR PROJECT IMPROVEMENTS

4.1 Except as established in Section 4.2, the City's Operations, Maintenance and Improve and Replace responsibilities defined in Exhibits B and C begin following the City's issuance and WSDOT's counter-signature of a Letter of Interim Use and Operations or a Letter of Acceptance for specific Project Improvements in accordance with the Design Build Procedures.

4.2 The City's landscape Operation, Maintenance and Improve and Replace responsibilities shall not begin until: (1) the conclusion of WSDOT's contractor's obligation for plant establishment as defined in the Design Build Procedures, (2) acceptance by WSDOT, and (3) the City's issuance and WSDOT's counter-signature of a Letter of Interim Use and Operations or Letter of Acceptance for landscaping as described in the Design Build Procedures.

4.3 The City shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B and C.

4.4 Where Project Improvements within WSDOT right-of-way are to be Operated, Maintained, or Improved and Replaced by the City, the City shall comply with all City Standards, policies and regulations.

4.5 The City shall allow WSDOT to permanently place freeway directional signs on the City street right-of-way as needed. The City shall allow WSDOT access to these areas per Section 12.0 of this Agreement. WSDOT will submit plans for such signs, along with design of associated poles, mast-arms, or other facilities for sign mounting, and pole locations, to the City for review and approval. Signs must comply with applicable codes and regulations.

4.6 In addition to Project Improvements described by Exhibits B and C, the City shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:

- A. Span Wires, Sign Supports and associated Freeway Directional Signs. Where freeway directional signs are placed on span wires at CITY's request, the City shall have sole responsibility for Maintenance and Replacement of those wires, and their posts or other ground support. WSDOT will furnish replacement signs per Section 3.4.A.

4.7 The City shall be responsible for evaluating, issuing and managing event permits for third party uses within WSDOT right-of-way held or conducted on CITY-Operated open space areas within the Agreement Area.

5.0 COORDINATION OF ACTIVITIES

5.1 WSDOT shall notify the City when excavation or work that will disturb surface elements is required in City-Maintained areas of WSDOT right-of-way or in the City right-of-way to access the Waterproofing Assembly for Maintenance, or Improvement and Replacement. WSDOT shall restore disturbed areas to conditions existing prior to the excavation or work.

5.2 The City shall notify WSDOT prior to start of any excavation over the Waterproofing Assembly. WSDOT will make As-Built plans available to the City upon request. The City shall restore disturbed areas to conditions existing prior to the excavation or work.

6.0 UTILITY SERVICES

6.1 The City shall be responsible for the cost of utilities serving Project Improvements Operated and Maintained by the City. WSDOT shall be responsible for the cost of utilities serving Project Improvements Operated and Maintained by WSDOT.

7.0 TRAFFIC CONTROL

7.1 In event the City's Operation, Maintenance, or Improve and Replace of Project Improvements will negatively impact traffic Operations on SR 520, the City shall submit a traffic control plan to WSDOT no later than ten (10) Business Days prior to start of the work. The City shall not start the work until WSDOT has provided written approval of the traffic control plan.

7.2 In event WSDOT's Operation, Maintenance, or Improve and Replace of Project Improvements will negatively impact Operations on City streets and paths, WSDOT shall submit a traffic control plan to SDOT no later than ten (10) business days prior to start of the work. WSDOT shall not start the work until the City has provided written approval of the traffic control plan.

8.0 EMERGENCY MAINTENANCE AND REPLACEMENT

8.1 Notification.

8.1.1 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Maintenance is needed to remedy the immediate danger, the Party will notify the Party responsible to Maintain such Project Improvement, as set forth on Exhibit B Map Key and Table, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

8.1.2 Should a Party determine that the condition of a Project Improvement presents an immediate danger to the public or to the real property, facility, or Operations of the Party, and that Improve and Replace is needed to remedy the immediate danger, the Party will notify the Party responsible to Improve and Replace such Project Improvement, as set forth on Exhibit B Map Key and Table, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

8.2 In the event that the responsible Party cannot immediately perform the emergency work necessary to remedy the immediate danger, the responsible Party may request that the Party providing notice correct the condition at the expense of the responsible Party.

8.3 The requirements of 3.2 and 4.3 shall determine the Party responsible for funding emergency Maintenance and Replacement.

8.4 Costs to address natural disasters or catastrophic emergencies will be covered by the Party responsible to Improve and Replace, unless otherwise agreed to by the Parties.

9.0 ENVIRONMENTAL

9.1 Except as otherwise provided herein, neither Party shall store, or use any toxic or hazardous substances as defined under Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or Federal Superfund) (42 U.S.C. §9601 et seq.), or the Model Toxics Control Act [MTCA; RCW 70.10SD], or flammable substances including but not limited to explosives, petroleum products, paint, solvents, and resins within the Agreement Area without mutual consent or as otherwise provided in this section. Substances and quantities used for Maintenance purposes by WSDOT and/or the City are exempt from this section, as per Section 9.2.

9.2 The Parties hereby grant permission to each other to bring onto property owned by each Party, on which the other Party will conduct Maintenance or Improve and Replace under

terms of this Agreement, and to reasonable use toxic, hazardous or flammable substances deemed by the other Party to be necessary or appropriate to carry out its Maintenance or Improve and Replace responsibilities under this Agreement. Pesticides, herbicides and other such materials may be used for landscape Maintenance in accordance with manufacturer's directions at the risk of the Party using such materials.

9.3 The Parties hereby agree to indemnify each other and hold each other harmless for any costs or liability associated with removal or remediation of any hazardous substances (including petroleum and gasoline product) that have been released or otherwise have come to be located on the site by the negligent activities of either Party or any of its employees, agents, contractors, subcontractors, or utilities. "Costs" shall include, but not be limited to, all response costs, damage to infrastructure, disposal fees, investigation costs, monitoring cost, civil or criminal penalties, attorney fees, and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the aforementioned acts; Clean Water Act, 33 USC Section 1251; Clean Air Act, 42 USC Section 7401; and Resource Conservation and Recovery Act, 42 USC Section 6901. Each Party is responsible for the cost of all environmental remediation only to the extent such work is directly attributable to its negligence.

10.0 PAYMENT

10.1 WSDOT shall pay the City, \$12,200 per acre per year for each acre of landscaping Maintained by the City pursuant to Exhibits B and C (Base Payment). Payment shall be made on a quarterly basis.

10.2 The Parties agree the acreage of landscaped areas the City shall Maintain shall not exceed 8 acres without amendment to this Agreement.

10.3 The Base Payment shall be adjusted annually on July 1 of each year. This annual adjustment shall equal the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bellevue, WA (Seattle) area for the previous 12 months as published in June of the same calendar year by the United States Department of Labor, Bureau of Labor Statistics; provided, in the event such index is discontinued, the Parties hereto shall select and use for such adjustment purpose, another, similar index reflecting consumer price changes. Link to CPI report:

https://www.bls.gov/regions/west/news-release/consumerpriceindex_seattle.htm#tableA

11.0 MODIFICATIONS

11.1 Neither Party shall make any modifications outside of normal Maintenance activities to the Project Improvements without the written consent and/or approval as applicable of the other Party. Unless otherwise agreed to in writing, the Party proposing the modifications shall fund and construct the modifications.

11.2 Any changes occurring as described in Section 11.1 of this Agreement within WSDOT right-of-way are subject to WSDOT review and written approval prior to modifications.

11.3 Any changes occurring as described in Section 11.1 of this Agreement within City right-of-way or in area Maintained, or Improved and Replaced by the City, are subject to City review and written approval prior to modifications.

11.4 WSDOT shall construct all modifications to be Maintained or Improved and Replaced by the City in accordance with the City Standards.

11.5 Any changes occurring as described in Section 11.1 shall adhere to the intent of the original design as identified in the final as-built plans for the Project Improvements.

11.6 In event widening or other highway improvements are contemplated by WSDOT that will impact the Agreement Area, the Parties will review the impacts and coordinate on any necessary amendments to this Agreement.

12.0 RIGHT OF ENTRY AND ACCESS

12.1 WSDOT is hereby authorized to enter City right-of-way for the exclusive purpose of performing Operation and Maintenance of the Project Improvements as required under this Agreement. The City shall not require a permit of any kind for WSDOT's use of City right-of-way unless as otherwise provided in Section 7.0.

12.2 City is hereby authorized to enter WSDOT right-of-way for the exclusive purpose of performing Operation and Maintenance of the Project Improvements as required under this Agreement. WSDOT shall not require a permit of any kind for the City's use of WSDOT right-of-way unless as otherwise provided in Section 7.0.

12.3 The City shall allow WSDOT to use the shared use trail north of the Area 4 Stormwater Facility shown on Exhibit B, without notice, easement, or permit of any kind, as point of access to Maintain said stormwater facility or other WSDOT facilities, provided WSDOT's access does not damage or impact the use of the shared trail.

13.0 NOTIFICATION AND CONTACTS

13.1 All communications regarding this Agreement shall be directed to the Parties' designated representatives by U.S. Mail or electronic mail and will be deemed sufficiently given if sent to addressee at address stated below or such other address as may be hereafter specified in writing.

<p>TO WSDOT: Dave McCormick, NWR Assistant Regional Administrator for Maintenance Washington State Dept. of Transportation 15700 Dayton Ave N Seattle, WA 98133</p> <p>Email: McCormD@wsdot.wa.gov Phone: (206) 440-4656</p>	<p>To SDOT: Goran Sparrman Interim Director Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996</p> <p>Email: Goran.Sparrman@seattle.gov Phone: 206-684-5000</p>
<p>To SCL: James Baggs Interim General Manager and CEO Seattle City Light PO Box 94747 Seattle, WA 98124-4747</p> <p>Email: James.Baggs@seattle.gov Phone: 206-684-3200</p>	<p>To SPR: Christopher Williams Acting Superintendent Seattle Parks & Recreation 100 Dexter Ave N Seattle, WA 98109</p> <p>Email: Christopher.Williams@seattle.gov Phone: 206-233-2639</p>
<p>To SPU: Mami Hara General Manager and CEO Seattle Public Utilities PO Box 34018 Seattle, WA 98124-4018 Reference SPU Agreement No. 18-189-A</p> <p>Email: mami.hara@seattle.gov Phone: 206-684-5852</p>	

13.2 Either Party may, from time to time, by electronic mail or other written notification, designate additional or different designated representatives or information to which such notice, request, report, billing, or other communication are thereafter to be addressed. The Party in receipt of the change will confirm receipt of change by electronic mail notification or other written notification to the initiating Party. Such changes allowed by this Section shall not be considered amendments to this Agreement.

14.0 NO THIRD PARTY BENEFICIARY RIGHTS

14.1 This Agreement is entered into solely for the mutual benefit of the Parties hereto. This Agreement is not entered into with the intent that it shall benefit either Party's agents, assigns, consultants, or contractors, and no other person or entity shall be a third party beneficiary of this Agreement.

15.0 INDEPENDENT CONTRACTOR

15.1 The City shall be deemed an independent contractor for all purposes, and employees of the City or any of its contractors, subcontractors, consultants, and employees thereof, shall not in any manner be deemed employees of WSDOT. The City is responsible for any damage caused by its contractors or agents.

15.2 WSDOT shall be deemed an independent contractor for all purposes, and employees of WSDOT or any of its contractors, subcontractors, consultants, and employees thereof, shall not in any manner be deemed employees of the City. WSDOT is responsible for any damage caused by its contractors or agents.

16.0 INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

16.1 The City shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within scope of their employment as such, from any and all specific losses and damages (both to persons and/or property, including state-owned highway property and facilities), arising out of, or in any way resulting from the City's performance pursuant to provisions of this Agreement. The City will not be required to indemnify, defend, or hold harmless WSDOT if claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by sole negligence of WSDOT. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves actions covered by RCW 4.24.115, indemnity provisions provided herein shall be valid and enforceable only to extent of each Party's own negligence.

16.2 WSDOT shall protect, defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, while acting within scope of their employment as such, from any and all specific losses and damages (both to persons and/or property, including state-owned highway property and facilities), arising out of, or in any way resulting from WSDOT's performance pursuant to provisions of this Agreement. WSDOT will not be required to indemnify, defend, or hold harmless the City if claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by sole negligence of the City. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves

actions covered by RCW 4.24.115, indemnity provisions provided herein shall be valid and enforceable only to extent of each Party's own negligence.

16.3 The Parties agree their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Operations or Maintenance work pursuant to this Agreement. For this purpose, each Party, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available to it against such claims under Industrial Insurance provisions of RCW 51.12.

16.4 These indemnifications and waiver shall survive termination of this Agreement.

17.0 SEVERABILITY

17.1 If any section, term, or provision of this Agreement, or any section, term, or provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect other sections, terms, or provisions of this Agreement that can be given effect without the invalid section, term, or provision, if such remainder conforms to requirements of applicable law and fundamental purpose of this Agreement are declared to be severable.

18.0 AMENDMENT

18.1 This Agreement shall not be amended or modified except in writing and signed by both Parties hereto.

18.2 Future phases of SR 520 Bridge Replacement and HOV Program may be addressed by amendment to this Agreement.

19.0 ALL WRITINGS CONTAINED HEREIN

19.1 This Agreement contains all terms and conditions agreed upon by the Parties to this Agreement. No other understanding, oral or otherwise, regarding subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

20.0 GOVERNANCE

20.1 This Agreement is entered into pursuant to, and under authority granted by, laws of the State of Washington and applicable federal laws. Provisions of this Agreement shall be construed to conform to those laws.

21.0 EFFECTIVENESS AND DURATION

21.1 This Agreement shall begin as of the Party's date last signed below and continue in full force and effect until such time either Party provides written notice of termination to the other Party pursuant to Section 22.0.

22.0 TERMINATION

22.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

22.2 If this Agreement is terminated under Section 22.1, GM 381 will apply to the Agreement Area as of the effective date of termination of this Agreement.

23.0 DISPUTES

23.1 In event a dispute arises under this Agreement, the Parties shall work in good faith and collaboratively to resolve the dispute promptly and at lowest organizational level.

23.2 If a dispute cannot be resolved promptly, the disputing Party shall notify the other Party in writing of the issue the disputing Party believes needs resolution. The Parties shall meet and attempt to resolve the dispute within seven (7) calendar days after receiving written notice. In the event the Parties cannot resolve the dispute, WSDOT's Assistant Regional Administrator for Maintenance or designee and SDOT's Director, SPR's Superintendent, SPU's General Manager, and/or SCL's General Manager (or their respective designees) shall meet within seven (7) calendar days after receiving notice and engage in good faith negotiations to resolve the dispute.

23.3 In event a dispute cannot be resolved by Directors of the Parties, the Parties agree to enter into non-binding mediation facilitated by a mutually agreed upon mediator before exercising any other legal remedy. Each Party shall be responsible for its own fees and costs, including attorneys' fees. The Parties agree to equally share in cost of mediator, meeting facilities, and all other direct expenses associated with mediation. If the Parties are unable to resolve the dispute within ninety (90) calendar days through mediation, either Party may declare that the Dispute process has been exhausted, and seek relief in court. Each Party shall be responsible for its own fees and costs, including court and attorneys' fees.

24.0 VENUE

24.1 In event either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree such action or proceedings shall be brought in superior court situated in King County, Washington.

EXHIBITS

Exhibit A (*SR 520 Vicinity Map*)

Exhibit B (*Agreement Area Map Key and Table*)

Exhibit C (*Wall Maintenance Map Key and Table*)

Exhibit D (*Montlake Lid and Pedestrian Land Bridge Section*)

[The remainder of this page is left blank intentionally - signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Parties' date last signed below:

SEATTLE DEPARTMENT
OF TRANSPORTATION

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Goran Sparrman
Interim Director

David McCormick
Assistant Regional Administrator –
Maintenance

Date:

Date:

SEATTLE CITY LIGHT

SEATTLE PUBLIC UTILITIES

James Baggs
Interim General Manager, CEO

Mami Hara
General Manager, CEO

Date:

Date:

SEATTLE PARKS AND RECREATION

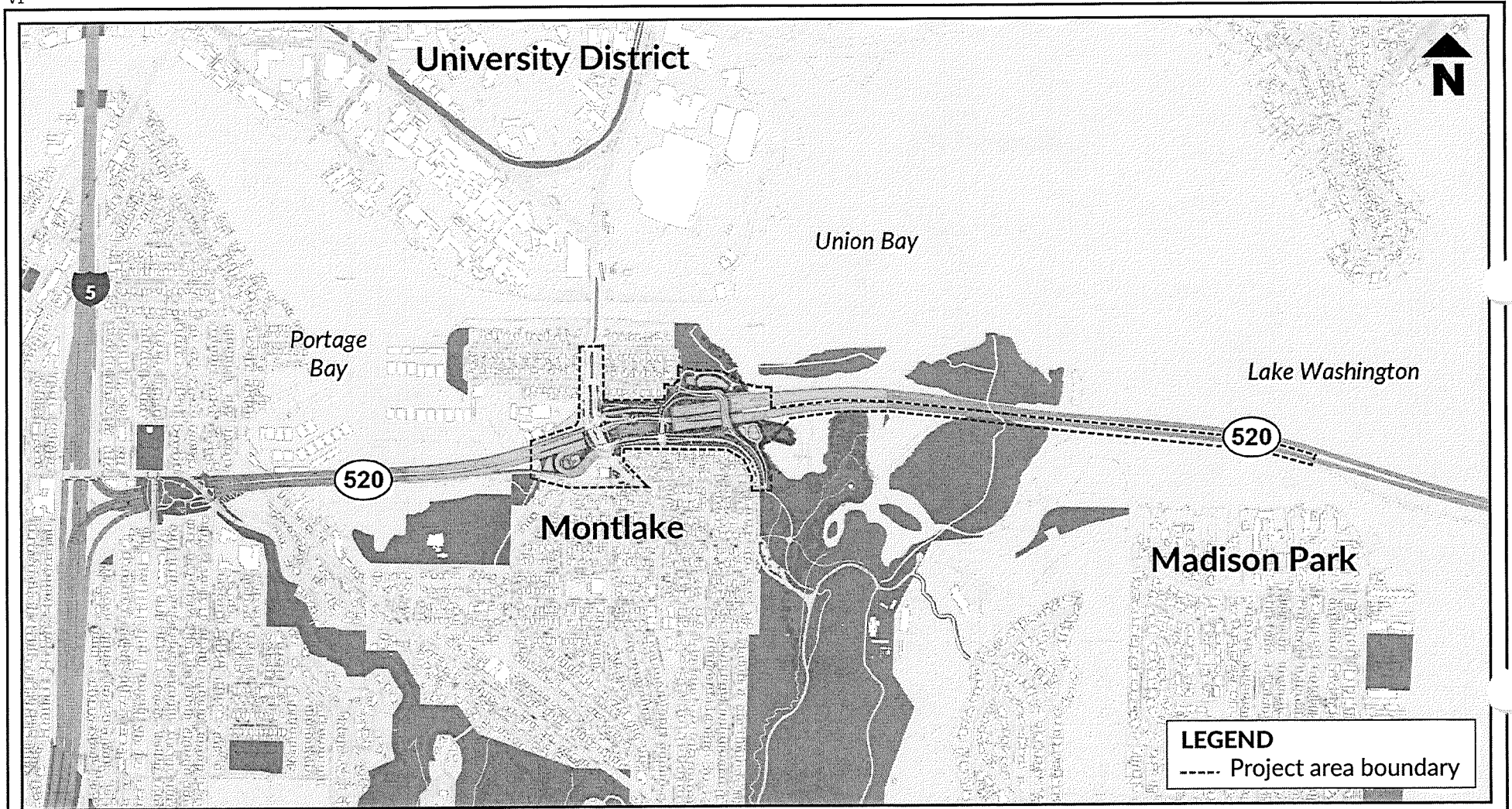
Christopher Williams
Acting Superintendent

Date:

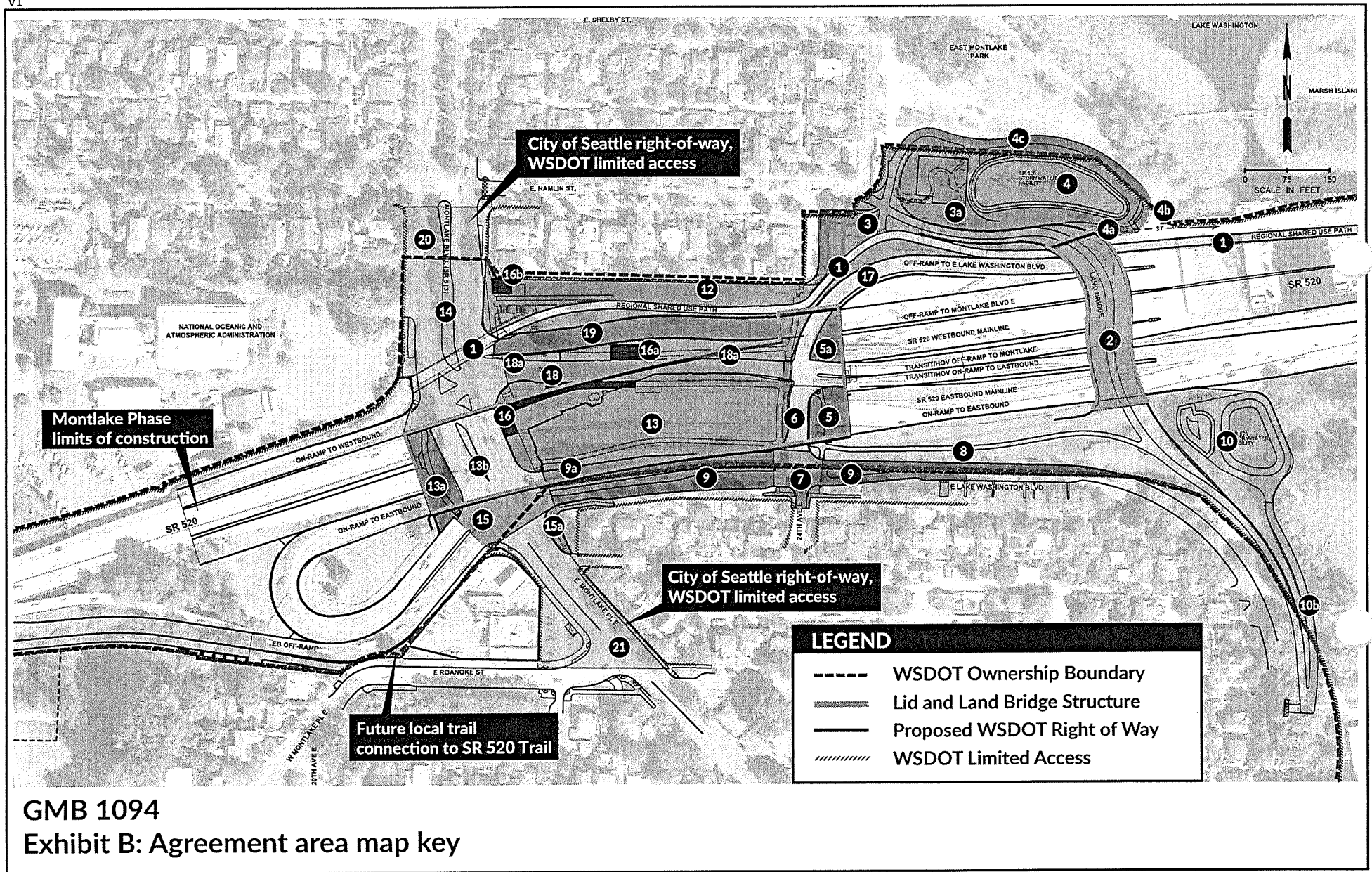
APPROVED AS TO FORM:

Mark Schumock
Assistant Attorney General

Date:



GMB 1094
Exhibit A: SR 520 vicinity map



GMB 1094
Exhibit B: Agreement area map key

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 1 RSUP	Regional Shared Use Path	WSDOT	WSDOT	WSDOT	
	Illumination System within Montlake Blvd RSUP Tunnel & Regional Trail Lights	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System (run-off goes to Area 12)	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 2 Land Bridge	Structure (includes waterproofing assembly & bridge expansion joint which bisects pathway)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Illumination attached to the structure related to the safe operation of SR 520 will be maintained, operated, and improved and replaced by the WSDOT.	WSDOT	WSDOT	WSDOT	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System at path & outlook (Marina lights)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Asphalt Pathway with Integral Concrete Curb	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Pathway & Overlook	CITY - SPR	CITY - SPR	CITY - SPR	
AREA 3 Knuckle Area (local trail connections and landscape areas extending from Land Bridge to 24th)	Pedestrian Railing Types 1, 2 & 3	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Pathway & Path Intersections	CITY - SDOT/SPR	CITY - SDOT/SPR	CITY - SDOT/SPR	
	Cobble Style Paving	CITY - SPR	CITY - SPR	CITY - SPR	
	Asphalt Pathway with Integral Concrete Curb	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types 1 & 2	CITY - SPR	CITY - SPR	CITY - SPR	
	Signage (bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Removable bollards	WSDOT	WSDOT	WSDOT	
	Worlds Fair Bench (1)	CITY - SPR	CITY - SPR	CITY - SPR	
Drinking Fountain	CITY - SPR	CITY - SPR	CITY - SPR		
City Stormwater Vault	CITY - SPU	CITY - SPU	CITY - SPU		
Facility S6 - City Cartridge System	CITY - SPU	CITY - SPU	CITY - SPU		
Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU		

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 3a Knuckle Area Outlook and Trail	Stormwater Vault / Vent Access Hatches	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Root Barrier (vertical)	WSDOT	CITY - SPR	CITY - SPR	
	Topsoil	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Reinforced Grass Paving	WSDOT	CITY - SPR	WSDOT	
	Planting	WSDOT	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	WSDOT	CITY - SPR	CITY - SPR	
	Concrete Stairs, Pathway, Path Intersections and Outlook	WSDOT	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 2, 3 & 4	WSDOT	CITY - SPR	CITY - SPR	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 4 North Stormwater Treatment Facility	Drainage & Conveyance System and associated planting	WSDOT	WSDOT	WSDOT	
AREA 4a North Drainage Facility associated w/ City drainage (not including combined outfall)	Decision documented in Design Documentation Memo Addendum #1 (Nov. 2017), Key Decisions, SPU #1, "Stormwater runoff may be routed from the segment of the SR 520 Regional Shared-Use Path located between Montlake Blvd E. and 24th Ave. E. to City facility S6."	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 4b City/WSDOT combined outfall	Decision documented in Design Documentation Memo (April 2017), p4 Stormwater 2nd bullet, "...The junction structure where flows from WSDOT Facility M-North and City Facility S6 combine and the system downstream to the discharge pint is proposed to be maintained by WSDOT. Due to right-of-way and topographical constraints, a separate outfall for City facility S6 is not proposed."	WSDOT	WSDOT	WSDOT	
AREA 4c Trail north of North Stormwater Treatment Facility	Park trail (asphalt) to be used by WSDOT and City crews for maintenance of stormwater facilities.	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting (between path and Right of Way)	CITY - SPR	CITY - SPR	CITY - SPR	
AREA 5 Lid east of 24th and south of the Transit/HOV ramps	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights, Cobra Head & Domus street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Signage (bicycle & pedestrian wayfinding, directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	

Att 1 Exhibit B - Agreement Area Map Key and Table
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EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 5a Triangular lid area north of Transit/HOV ramps and east of 24th	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting (bermed landscape area)	WSDOT	WSDOT	WSDOT	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 6 Street segment of 24th between Transt/HOV ramps & Lake Washington Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
	Concrete crosswalk/intersection	CITY - SDOT	CITY - SDOT	CITY - SDOT	
AREA 7 Intersection of 24th & Lake Washington Blvd.	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 8 Landscape area north of Lake Washington Blvd.	Root Barrier (vertical)	WSDOT	CITY - SPR	CITY - SPR	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights & Domus lights)	WSDOT	CITY - SCL	CITY - SCL	
	Signage (wayfinding/directional signs)	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting	WSDOT	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Path Intersections	WSDOT	CITY - SDOT	CITY - SDOT	
	Asphalt Pathway with Integral Concrete Curb	WSDOT	CITY - SDOT	CITY - SDOT	
	Landscape Wall Type 1	WSDOT	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	CITY - SPR	CITY - SPR	
AREA 9 Lake Washington Blvd.	Worlds Fair Benches (2)	WSDOT	CITY - SPR	CITY - SPR	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (covered in areas 8 & 13)	CITY - SCL	CITY - SCL	CITY - SCL	
	Stone Marker Interpretive Element	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Cobble Style Paving	CITY - SDOT	CITY - SDOT	CITY - SDOT	
Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT		
AREA 9a Lake Washington Blvd. on lid structure	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	WSDOT	CITY - SDOT	CITY - SDOT	

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 10 South Stormwater Treatment Facility	Drainage & Conveyance System & associated landscaping	WSDOT	WSDOT	WSDOT	
AREA 10b Maintenance access road for South Stormwater Treatment Facility	Pavement and gravel surfacing	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 12 Canal Reserve Area, ped/bike ramps and stairs (landscaped area north of WB off-ramp)	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 2 & 4	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Right of Way Fence	WSDOT	WSDOT	WSDOT	
	City Water Distribution Appertenances/Vaults	CITY - SPU	CITY - SPU	CITY - SPU	
Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU		
AREA 13 Montlake Lid East btwn Montlake Blvd. & 24th Ave.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	WSDOT to reimburse City for landscape maintenance as described in Agreement section 10.2
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights, Cobra Head & Domus street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Signage (bicycle & pedestrian wayfinding/directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (interpretive sign)	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Types 1 & 2	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk & Plaza	CITY - SDOT/SPR	CITY - SDOT/SPR	CITY - SDOT/SPR	
	Trash Receptacles (2)	CITY - SPR	CITY - SPR	CITY - SPR	
	Worlds Fair Benches (2)	CITY - SPR	CITY - SPR	CITY - SPR	
Drainage & Conveyance System	WSDOT	WSDOT	WSDOT		

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 13a Area west of Montlake Blvd. on the lid	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Marina lights & Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Seatwall Types 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Pathway & Overlook	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types 1 & 2	WSDOT	WSDOT	WSDOT	
Drainage & Conveyance System	WSDOT	WSDOT	WSDOT		
AREA 13b Montlake Blvd. within limits of lid structure	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	WSDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (landscape median)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (covered in areas 13a & 13b)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 14 Montlake Blvd. north of lid structure	Roadway, paving, curb & gutter, sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strip and landscape median)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 15 Montlake Blvd. south of lid structure	Roadway, paving, curb & gutter, concrete crosswalk	WSDOT	CITY - SDOT	CITY - SDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion
	Cobble Style Paving	WSDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	
AREA 15a SE corner sidewalk of Lake Washington Blvd. & E. Montlake Pl. E.	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Stone Marker Interpretive Element	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 16, 16a & 16b Transit Areas	Transit Shelters & Bike Storage Facilities	OTHER	OTHER	OTHER	The City will not have maintenance responsibility for transit areas and facilities within the dripline of the transit shelter canopies (areas 16 & 16a) and for bike locker/cage/rack facilities (area 16b)
AREA 17 WB LWB Off-Ramp	Roadway, paving, curb & gutter	WSDOT	WSDOT	WSDOT	
	Illumination System - WSDOT highway lighting transitions to city Domus lighting in this area. Lighting as it relates to the safe operation of this off-ramp will be maintained, operated, improved and replaced by WSDOT. Domus fixtures in this area will be furnished by the City at WSDOT's expense, and will be maintained by WSDOT.	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 18 Transit/HOV connection between 24th Ave. & Montlake Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	
AREA 18a Paved/landscaped area north of Transit/HOV connection between 24th Ave. & Montlake Blvd.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Root Barrier (vertical)	CITY - SPR	CITY - SPR	CITY - SPR	
	Topsoil	CITY - SPR	CITY - SPR	CITY - SPR	
	Subsurface Soil Cells	CITY - SPR	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (Domus lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Landscape Wall Type 1	CITY - SPR	CITY - SPR	CITY - SPR	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Type 1	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
AREA 19 SR 520 WB off-ramp to Montlake Blvd.	Roadway, paving, curb & gutter	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 20 Montlake Blvd. within WSDOT Limited Access & City ownership	Roadway, paving, curb & gutter, sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strip, landscape median and planting at back of sidewalk)	WSDOT	CITY - SPR	CITY - SPR	
	Irrigation System (after 3-year plant establishment)	WSDOT	CITY - SPR	CITY - SPR	
	Illumination System (Cobra Head street lights)	WSDOT	CITY - SCL	CITY - SCL	
	Span Wire System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	

Att 1 Exhibit B - Agreement Area Map Key and Table
V1

EXHIBIT B AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 21 E. Montlake Pl. E., within WSDOT Limited Access and City ownership	Roadway, paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	Limits for this area may be adjusted as boundary of right of way and limited access will be revisited upon construction completion (anticipated limit will include entire intersection)
	Root Barrier (vertical)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Topsoil	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Subsurface Soil Cells	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Marina lights & Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Planting (street trees and planting at Roanoke Plaza)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Landscape Wall Type 1	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Seatwall Type 1	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Sidewalk & Crosswalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Cobble Style Paving	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Trash Receptacle (1)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Bike Rack	CITY - SDOT	CITY - SDOT	CITY - SDOT	
Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU		

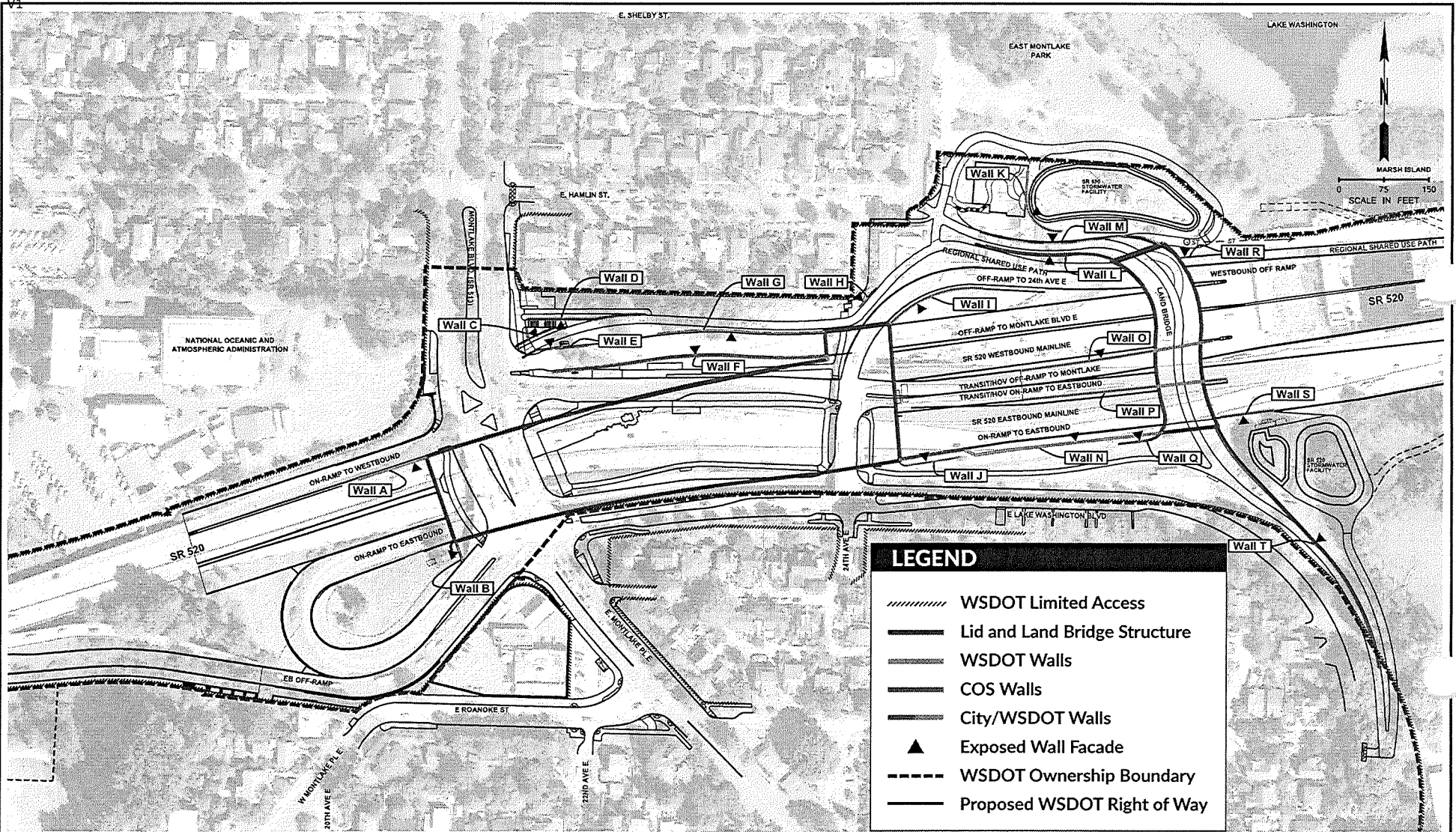
NOTES

Irrigation System - Includes all system components including but not limited to: main lines, lateral lines, valves, irrigation heads, controller

Illumination System - Includes all system components including but not limited to: wires, conduit, junction boxes, cabinets, etc.

Pedestrian Railing Types - Type 1 - Guardrail/Fall Protection; Type 2 - Guardrail with handrail; Type 3 - Wood topped lean rail; Type 4 - Handrail

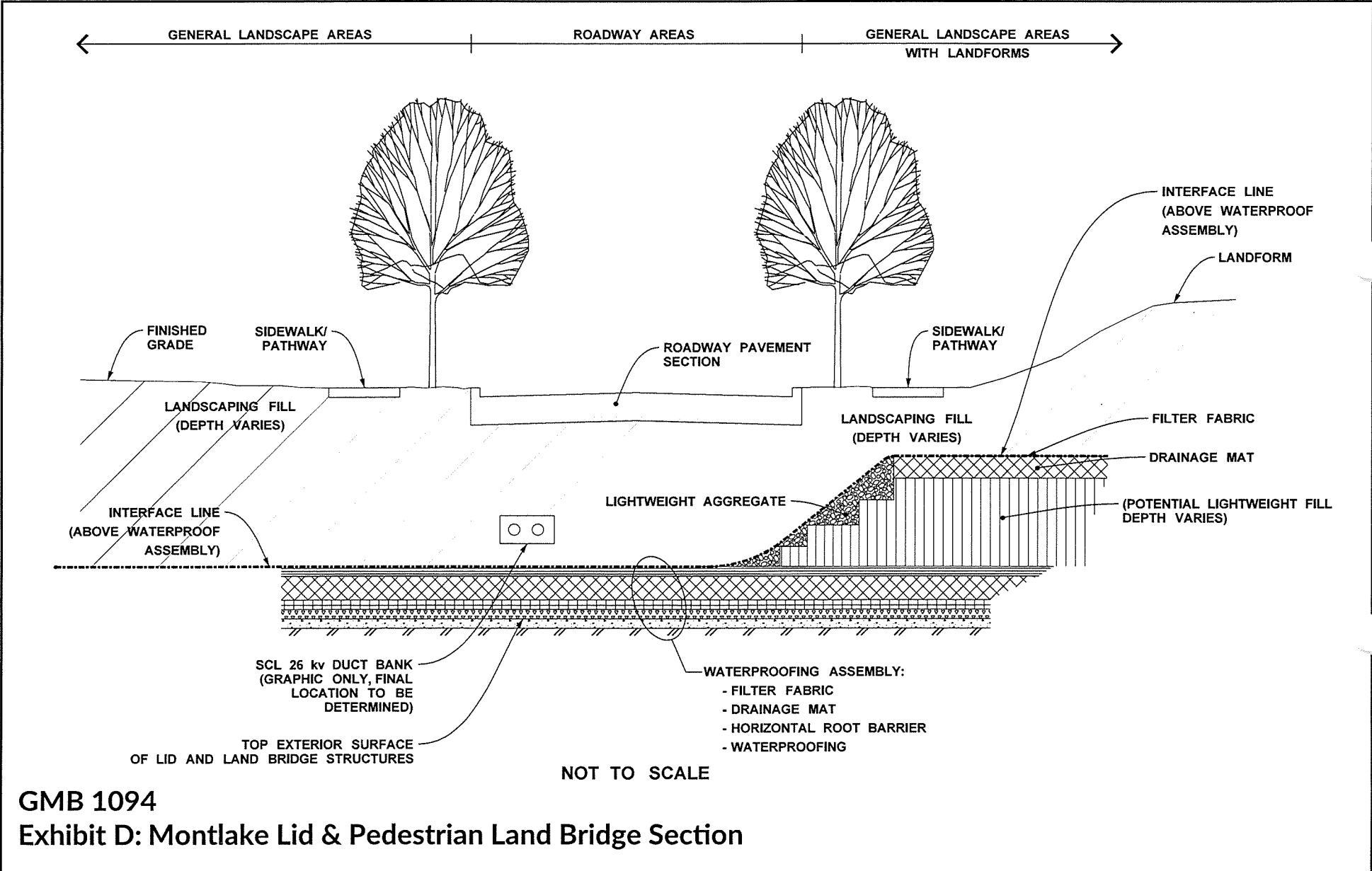
Signals - Per Agreement section 2.4, signal operation to be covered by Agreement GMB 1098



GMB 1094
Exhibit C: Wall map key

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
A	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
B	Graffiti removal: CITY (Montlake side)	CITY crews maintain area in front of wall
	Graffiti removal: WSDOT (Ramp side)	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports Montlake, which CITY maintains
D	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall is necessary for stairs, which are a local trail connection
E	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
F	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
G	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
H	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports Regional Shared Use Path, which is WSDOT's responsibility
I	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
J	Graffiti removal: WSDOT (north side)	WSDOT crews maintain area in front of wall
	Graffiti removal: CITY (south side)	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements (24 th Ave)
K	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall is necessary for WSDOT drainage facility
L	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports local trail connection
M	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports local trail connection
N	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
O	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
P	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
Q	Graffiti removal: WSDOT (north side)	WSDOT crews maintain area in front of wall
	Graffiti removal: CITY (south side)	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports land bridge abutment, which is a local trail connection
R	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
S	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
T	Graffiti removal: WSDOT (within limited access fence line; specific dimension depends on Design-Builder's design)	WSDOT crews maintain area in front of wall within limited access fence
	Graffiti removal: CITY (outside limited access fence line; specific dimension depends on Design-Builder's design)	CITY crews maintain area in front of wall outside limited access fence
	Improve & Replace: CITY	Wall supports local trail connection



GMB 1094
Exhibit D: Montlake Lid & Pedestrian Land Bridge Section