



SEATTLE CITY COUNCIL

Legislative Summary

CB 118991

Record No.: CB 118991

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125349

In Control: City Clerk

File Created: 04/24/2017

Final Action: 07/21/2017

Title: AN ORDINANCE relating to a pedestrian skybridge over and across Seneca Street, west of Terry Avenue; amending Ordinance 117105, updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Virginia Mason Medical Center; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	05/09/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	05/09/2017	sent for review	Council President's Office			
Action Text: The Council Bill (CB) was sent for review. to the Council President's Office							
Notes:							
1	Council President's Office	05/15/2017	sent for review	Sustainability and Transportation Committee			
Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee							
Notes:							

Legislative Summary Continued (CB 118991)

- 1 Full Council 06/05/2017 referred Sustainability and Transportation Committee
- 1 Sustainability and Transportation Committee 07/07/2017 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 2 Chair O'Brien, Alternate Herbold
Opposed: 0
- 1 Full Council 07/17/2017 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
Notes:
In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien
Opposed: 0
- 1 City Clerk 07/19/2017 submitted for Mayor's signature Mayor
- 1 Mayor 07/21/2017 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:
- 1 Mayor 07/21/2017 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:
- 1 City Clerk 07/21/2017 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
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CITY OF SEATTLE

ORDINANCE 125349

COUNCIL BILL 118991

AN ORDINANCE relating to a pedestrian skybridge over and across Seneca Street, west of Terry Avenue; amending Ordinance 117105, updating the insurance and bond requirements; amending the annual fee and other terms and conditions of the permit; renewing the term of the permit to Virginia Mason Medical Center; providing for acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

WHEREAS, by Ordinance 117105, The City of Seattle granted Virginia Mason Medical Center permission to operate and maintain an existing pedestrian skybridge over and across Seneca Street, west of Terry Avenue, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the permission authorized by Ordinance 117105 was due for renewal on May 4, 2015; and

WHEREAS, Virginia Mason Medical Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 117105 for a second ten-year term; and

WHEREAS, Virginia Mason Medical Center satisfied all the terms of the original authorizing ordinance and the Director of Transportation recommends that the term permit be renewed for ten years subject to the term identified in this ordinance; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The permission granted to Virginia Mason Medical Center by Ordinance 117105, to maintain and operate a pedestrian skybridge over and across Seneca Street, west of Terry Avenue, is renewed for a ten-year term starting on May 5, 2015, and ending at 11:59 p.m.

1 on May 4, 2025, upon the terms and conditions set forth in Ordinance 117105, as further
2 amended by this ordinance.

3 Section 2. Ordinance 117105 is amended as follows:

4 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The
5 City of Seattle (“City”) grants permission ~~((is hereby granted))~~ (also referred to in this
6 ordinance as a permit) to Virginia Mason Medical Center, and its successors and assigns
7 as approved by the Director of the Seattle Department of Transportation (“Director”)
8 according to Section 12 of this ordinance (the party named above and each such approved
9 successor and assign is referred to as “Permittee”), to maintain ~~((;))~~ and operate a
10 pedestrian skybridge over and across Seneca Street, west of Terry Avenue, adjacent in
11 whole or in part to the property legally described as:

12 Lots 1-8, Block 110, parcel # 197800280 (KC Assessor description: “DENNY’S
13 A. A. BROADWAY ADD ENTIRE BLOCK”)

14 ~~((connecting the Main Hospital with the North Pavilion))~~ for the purpose of providing a
15 pedestrian connection between the main hospital buildings and the Lindeman Pavilion.

16 ~~((Said pedestrian skybridge is ten (10) feet wide, approximately eighteen (18) feet above~~
17 ~~the maximum grade of the street, and located approximately fifty (50) feet west of the~~
18 ~~centerline of Terry Avenue.))~~

19 Section 2. **Term.** The permission ~~((herein))~~ granted to ~~((the))~~ Permittee ~~((; it’s~~
20 ~~successors and assigns shall be))~~ is for a renewal term of ten ~~((10))~~ years ~~((;~~
21 ~~commencing))~~ starting on May 4, ~~((1995))~~ 2015, and ~~((terminating))~~ ending at 11:59 p.m.
22 on ~~((the last day of the tenth year;))~~ May 4, 2025. ~~((provided, however, that upon))~~ Upon
23 written application ~~((of))~~ made by the Permittee at least ~~((thirty (30))~~ 180 days before the
24 final expiration of the term, the ~~((City Council))~~ Director of Transportation (“Director”)

1 may (~~((by resolution,))~~) renew the permit for (~~((two (2)))~~) one successive (~~((ten (10)))~~) ten-
2 year (~~((terms,))~~) term beyond the term authorized in this amended ordinance, ((provided
3 further that the total term of the permission as originally granted and thus extending shall
4 not exceed thirty (30))) not to exceed 30 years total from the term authorized in
5 Ordinance 117105, subject to the right of the City ((by each such resolution, to revise the
6 fee provided for in Section 13 hereof, and by ordinance to then revise any of the terms
7 and conditions contained herein)) to require the removal of the pedestrian skybridge or to
8 revise by ordinance any of the terms and conditions of the permission granted by this
9 ordinance.

10 Section 3. **Removal for public use or for cause.** The (~~((permit))~~) permission
11 granted ((hereby)) is subject to ((primary and secondary)) use of the street right-of-way
12 or other public place (collectively, “public place”) by the City and the public for travel,
13 ((and utilities)) utility purposes, and other public uses or benefits. ((and)) The City ((of
14 Seattle (“City”))) expressly reserves the right to deny renewal, or terminate the
15 permission at any time prior to expiration of the initial term or any renewal term, and
16 require the Permittee to remove the pedestrian skybridge, or any part thereof or
17 installation on the public place, at the Permittee’s sole cost and expense, in the event that:

18 (a) The City Council determines (~~((;))~~) by ordinance (~~((;))~~) that the space
19 occupied by the pedestrian skybridge is necessary for any (~~((primary or secondary))~~) public
20 use or benefit or that the pedestrian skybridge interferes with any (~~((primary or~~
21 ~~secondary))~~) public use or benefit; or

22 (b) The Director (~~((of Engineering or official of the City (“Director”))~~)
23 determines that use of the pedestrian skybridge has been abandoned; or

1 (c) The Director determines that any term or condition of this
2 ordinance has been violated, and the violation has not been corrected by the Permittee by
3 the compliance date after a written request by the City to correct the violation (unless a
4 notice to correct is not required due to an immediate threat to the health or safety of the
5 public).

6 A City Council determination that the space is ~~((necessary for a primary or~~
7 ~~secondary))~~ needed for, or the pedestrian skybridge interferes with, a public use or
8 benefit ~~((shall be))~~ is conclusive and final without any right of the Permittee to resort to
9 the courts to adjudicate the matter.

10 Section 4A. **Permittee's obligation to remove and restore.** ~~((In the event that~~
11 ~~the permit))~~ If the permission granted is not renewed ~~((;))~~ at the expiration of a term, or if
12 the permission ~~((hereby granted extends to its termination in thirty (30) years))~~ expires
13 without an application for a new permission being granted, or if the City ~~((orders removal~~
14 ~~of the pedestrian skybridge pursuant to the terms of this ordinance))~~ terminates the
15 permission, then within ~~((ninety (90))~~ 90 days after ~~((such))~~ the expiration ~~((;))~~ or
16 termination ~~((or order of removal))~~ of the permission, or prior to ~~((the))~~ any earlier date
17 stated in an ~~((“Order to Remove”, as the case may be))~~ ordinance or order requiring
18 removal of the pedestrian skybridge, the Permittee shall, at its own expense, remove the
19 pedestrian skybridge and all of the Permittee's equipment and property from the public
20 place and ~~((shall place))~~ replace and restore all portions of the ~~((street))~~ public place that
21 may have been disturbed for any part of the ~~((structure,))~~ pedestrian skybridge in as good
22 condition for public use as ~~((they were))~~ existed prior to construction of the pedestrian
23 skybridge, and in at least as good condition in all respects as the abutting portions

1 ~~((thereof)) of the public place as required by Seattle Department of Transportation~~
2 ~~(SDOT) right-of-way restoration standards. ((Whereupon, the Director shall issue a~~
3 ~~certificate discharging the Permittee from responsibility under this ordinance for~~
4 ~~occurrences after the date of such discharge.))~~

5 Failure to remove the pedestrian skybridge as required by this section is a
6 violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision;
7 however, applicability of Chapter 15.90 does not eliminate any remedies available to the
8 City under this ordinance or any other authority. If the Permittee does not timely fulfill its
9 obligations under this section, the City may in its sole discretion remove the pedestrian
10 skybridge and restore the public place at the Permittee's expense, and collect such
11 expense in any manner provided by law.

12 Upon the Permittee's completion of removal and restoration in accordance with
13 this section, or upon the City's completion of the removal and restoration and the
14 Permittee's payment to the City for the City's removal and restoration costs, the Director
15 shall then issue a certification that the Permittee has fulfilled its removal and restoration
16 obligations under this ordinance. Upon prior notice to the Permittee and entry of written
17 findings that it is in the public interest, the Director may, in the Director's sole discretion,
18 conditionally or absolutely excuse the Permittee from compliance with all or any of the
19 Permittee's obligations under this section.

20 Section 4B. **Protection of utilities.** The permission granted is subject to the
21 Permittee bearing the expense of any protection, support, or relocation of existing utilities
22 deemed necessary by the owners of the utilities, and the Permittee being responsible for
23 any damage to the utilities due to the construction, repair, reconstruction, maintenance,

1 operation, or removal of the pedestrian skybridge and for any consequential damages that
2 may result from any damage to utilities or interruption in service caused by any of the
3 foregoing.

4 Section 5. **Repair or reconstruction.** The pedestrian skybridge shall remain the
5 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
6 skybridge in good and safe condition for the protection of the public. The Permittee shall
7 not ~~((commence reconstruction, relocation, readjustment))~~ reconstruct or repair any
8 portion of the pedestrian skybridge except ~~((under the supervision of, and))~~ in strict
9 accordance with plans and specifications approved by ~~((;))~~ the Director. The Director ~~((in~~
10 ~~his/her))~~ may, in the Director's judgment, order ~~((such reconstruction, relocation,~~
11 ~~readjustment, or repair of))~~ any portion of the pedestrian skybridge reconstructed or
12 repaired at the Permittee's ~~((own))~~ cost and expense because of: the deterioration or
13 unsafe condition of any portion of the pedestrian skybridge; ~~((; grade separations, or))~~ the
14 installation, construction, reconstruction, maintenance, operation, or repair of any ~~((and~~
15 ~~all))~~ municipally owned public utilities; ~~((;))~~ or for any other cause.

16 Section 6. **Failure to correct unsafe condition.** After written notice to the
17 Permittee and failure of the Permittee to correct an unsafe condition within the time
18 stated in the notice, the Director may order the pedestrian skybridge be closed or
19 removed at the Permittee's expense if the Director deems that ~~((it))~~ the pedestrian
20 skybridge has become unsafe or creates a risk of injury to the public. ~~((In a situation in~~
21 ~~which))~~ If there is an immediate threat to the health or safety of the public, a notice to
22 correct is not required.

1 Section 7. **Continuing obligations.** Notwithstanding termination or expiration of
2 the permission granted, or closure or removal of the pedestrian skybridge, the Permittee
3 shall remain bound by all of its obligations under this ordinance until ~~((a) the~~
4 ~~pedestrian skybridge and all its equipment and property are removed from the street; (b)~~
5 ~~the area is cleaned and restored in a manner and to a condition satisfactory to the~~
6 ~~Director; and (c))~~ the Director ~~((certifies))~~ has issued a certification that the Permittee
7 has ~~((discharged its obligation herein))~~ fulfilled its removal and restoration obligations
8 under Section 4 of this ordinance. ~~((Provided, that upon prior notice to the Permittee and~~
9 ~~entry of written findings that such is in the public interest, the Director may, in his/her~~
10 ~~sole discretion, excuse the Permittee, conditionally or absolutely, from compliance with~~
11 ~~all or any of the Permittee's obligation to remove the pedestrian skybridge and its~~
12 ~~property and restore the disturbed areas.))~~ Notwithstanding the issuance of that
13 certification, the Permittee shall continue to be bound by the obligations in Section 8 of
14 this ordinance and shall remain liable for any unpaid fees assessed under Section 13 of
15 this ordinance.

16 Section 8. **Release, hold harmless, indemnification, and duty to defend.** ~~((The~~
17 ~~pedestrian skybridge shall remain the exclusive responsibility of the Permittee.))~~ The
18 Permittee, by ~~((the acceptance))~~ accepting the terms of this ordinance, ~~((and the~~
19 ~~permission hereby granted, does release))~~ releases the City, its officials, officers,
20 employees, and agents from any and all claims, actions, suits, liability, loss, costs,
21 expense, attorneys' fees, or damages of every kind and description ~~((resulting from~~
22 ~~damage or loss to its own property))~~ arising out of or by reason of the pedestrian
23 skybridge or this ordinance, including but not limited to claims resulting from injury,

1 damage, or loss to the Permittee or the Permittee's property. ~~((and does covenant and~~
2 ~~agree for itself, its successors or assigns, with The City of Seattle to at all times protect~~
3 ~~and save harmless The City of Seattle from all claims, actions, suits, liability, loss, costs,~~
4 ~~expense, or damages of every kind and description (excepting only such damages that~~
5 ~~may result from the sole negligence of the City), which may accrue to, or be suffered by,~~
6 ~~any person or persons and/or property or properties, including without limitation, damage~~
7 ~~or injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants~~
8 ~~and tenants' invitees, licensees or their successors or assigns, by reason of the~~
9 ~~maintenance, operation or use of said City street, alley or portion thereof, or by reason of~~
10 ~~anything that has been done, or may at any time be done, by the Permittee, its successors~~
11 ~~or assigns, by reason of this ordinance, or by reason of the Permittee, its successors or~~
12 ~~assign, failing or refusing to strictly comply with each and every provision of this~~
13 ~~ordinance; and if such suit, action or claim shall be filed, instituted or begun against the~~
14 ~~City, the Permittee, its successors or assigns, shall, upon written notice thereof from the~~
15 ~~City, defend the same at its or their sole cost and expense, and in case judgement shall be~~
16 ~~rendered against the City in any suit or action, the Permittee, its successors or assigns,~~
17 ~~shall fully satisfy said judgement within 90 days after such action or suit shall have been~~
18 ~~finally determined, if determined adversely to the City.))~~

19 The Permittee agrees to at all times defend, indemnify, and hold harmless the
20 City, its officials, officers, employees, and agents from and against all claims, actions,
21 suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and
22 description, excepting only damages that may result from the sole negligence of the City,
23 that may accrue to, be asserted by, or be suffered by any person or property including,

1 without limitation, damage, death, or injury to members of the public or to the
2 Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees,
3 licensees, or successors and assigns, arising out of or by reason of:

4 (a) The existence, condition, construction, reconstruction,
5 modification, maintenance, operation, use, or removal of the pedestrian skybridge or any
6 portion thereof, or the use, occupation, or restoration of the public place or any portion
7 thereof by the Permittee or any other person or entity;

8 (b) Anything that has been done or may at any time be done by the
9 Permittee by reason of this ordinance; or

10 (c) The Permittee failing or refusing to strictly comply with every
11 provision of this ordinance; or arising out of or by reason of the pedestrian skybridge or
12 this ordinance in any other way.

13 If any suit, action, or claim of the nature described above is filed, instituted, or
14 begun against the City, the Permittee shall upon notice from the City defend the City,
15 with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a
16 judgment is rendered against the City in any suit or action, the Permittee shall fully
17 satisfy the judgment within 90 days after the action or suit has been finally determined, if
18 determined adversely to the City. If it is determined by a court of competent jurisdiction
19 that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the
20 event claims or damages are caused by or result from the concurrent negligence of the
21 City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or
22 employees, this indemnity provision shall be valid and enforceable only to the extent of
23 the negligence of the Permittee or the Permittee's agents, contractors, or employees.

1 Section 9A. ~~((INSURANCE:))~~ Insurance. For as long as the Permittee (~~(, its~~
2 ~~successors and assigns, shall))~~ exercises any permission granted by this ordinance and
3 until the ~~((skybridge is entirely removed from its location as described in Section 1 or~~
4 ~~until such discharge by order of the Director as provided in Section 7 of this ordinance))~~
5 Director has issued a certification that the Permittee has fulfilled its removal and
6 restoration obligations under Section 4 of this ordinance, the Permittee shall obtain and
7 maintain in full force and effect, at its own expense, insurance ~~((policies which fully))~~
8 and/or self-insurance that protects the Permittee and the City from ~~((any and all))~~ claims
9 and risks of loss from perils that can be insured against under commercial general
10 liability (CGL) insurance policies in conjunction with:

11 (a) Construction, reconstruction, modification, operation,
12 maintenance, use, or existence, or removal of the pedestrian skybridge ~~((permitted by this~~
13 ~~ordinance and of))~~ or any ((and all portions of the skybridge)) portion thereof, as well as
14 restoration of any disturbed areas of the public place in connection with removal of the
15 pedestrian skybridge;

16 (b) The Permittee's activity upon or the use or occupation of the
17 ~~((areas))~~ public place described in Section 1 of this ordinance ~~((, as well as))~~ ; and

18 (c) ~~((any and all claims))~~ Claims and risks in connection with ~~((any~~
19 ~~activity))~~ activities performed by the Permittee by virtue of the permission granted by this
20 ordinance.

21 Minimum insurance requirements ~~((shall be))~~ are CGL insurance written on an
22 occurrence form ~~((policy of comprehensive commercial general liability,))~~ at least as
23 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance

1 coverage to be placed with ((a company)) an insurer admitted and licensed to conduct
2 business in Washington State or with a surplus lines carrier pursuant to Chapter 48.15
3 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured,
4 such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

5 Minimum ((policy)) limits of liability shall be \$2,000,000 per occurrence;
6 \$4,000,000 ((aggregate each period)) General Aggregate; \$2,000,000

7 Products/Completed Operations Aggregate, including Premises Operation;

8 Personal/Advertising Injury; Contractual Liability. ((Coverage shall specifically name the
9 pedestrian skybridge exposure. Coverage should add by endorsement the City of Seattle,
10 its elected and appointed officers, officials, employees and agents as additional insured.

11 Coverage shall contain a Separation of Insureds indicating essentially that "except with
12 respect to the limits of insurance, and any rights or duties specifically assigned in this
13 coverage part of the first name insured, this insurance applies to as if each named were

14 the only named insured, and separately to each insured against whom claim is made or
15 suit is brought". Evidence of current coverage shall be submitted to the City in form of a
16 full policy with all endorsements attached thereto, and is a condition to the validity of this

17 permit.)) Coverage shall include the "City of Seattle, its officers, officials, employees and
18 agents" as additional insureds for primary and non-contributory limits of liability subject
19 to a Separation of Insureds clause.

20 ((Whenever in the judgement of the Mayor of the City of Seattle, such insurance
21 filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The
22 City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional
23 insurance in such amount as may be specified by the Mayor.))

1 Within 60 days after the effective date of this ordinance, the Permittee shall
2 provide to the City, or cause to be provided, certification of insurance coverage including
3 an actual copy of the blanket or designated additional insured policy provision per the
4 ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be
5 delivered or sent to the Director or to the Department of Transportation (SDOT) at an
6 address as the Director may specify in writing from time to time. The Permittee shall
7 provide a certified complete copy of the insurance policy to the City promptly upon
8 request.

9 If the Permittee is self-insured, a letter of certification from the Corporate Risk
10 Manager may be submitted in lieu of the insurance coverage certification required by this
11 ordinance, if approved in writing by the City's Risk Manager. The letter of certification
12 must provide all information required by the City's Risk Manager and document, to the
13 satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance
14 requirements of this ordinance is in force. After a self-insurance certification is approved,
15 the City may from time to time subsequently require updated or additional information.
16 The approved self-insured Permittee must provide 30 days' prior notice of any
17 cancellation or material adverse financial condition of its self-insurance program. The
18 City may at any time revoke approval of self-insurance and require the Permittee to
19 obtain and maintain insurance as specified in this ordinance.

20 In the event that the Permittee assigns or transfers the permission granted by this
21 ordinance, the Permittee shall maintain in effect the insurance required under this section
22 until the Director has approved the assignment or transfer pursuant to Section 12 of this
23 ordinance.

1 Section 9B. Contractor insurance. The Permittee shall contractually require that
2 any and all of its contractors performing work on any premises contemplated by this
3 permit name the “City of Seattle, its officers, officials, employees and agents” as
4 additional insureds for primary and non-contributory limits of liability on all CGL,
5 Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall
6 also include in all contract documents with its contractors a third-party beneficiary
7 provision extending to the City construction indemnities and warranties granted to the
8 Permittee.

9 Section 10. ~~((Bond:))~~ **Performance bond.** Within ~~((sixty (60)))~~ 60 days after the
10 effective date of this ordinance, the Permittee shall deliver to the Director ~~((of~~
11 ~~Engineering))~~ for filing with the City Clerk a ~~((good and))~~ sufficient bond executed by a
12 surety company authorized and qualified to do business in the State of Washington that
13 is: in the ((sum)) amount of ((Thirty Thousand Dollars (\$30,000))) \$30,000 ((executed by
14 a surety company authorized and qualified to do business in the State of Washington))
15 and conditioned with a requirement that the Permittee ((will)) shall comply with ((each
16 and)) every provision of this ordinance and with ((each and)) every order ((of)) the
17 Director ~~((pursuant thereto))~~ issues under this ordinance. ~~((; provided, that if the Mayor~~
18 of the City of Seattle in his/her judgement shall deem any bond or bonds filed to be
19 insufficient and demand a new or additional bond, the permittee shall furnish a new or
20 additional bond in such amount as the Mayor may specify to be necessary to fully protect
21 the City. Said bond shall remain in effect until such time as the skybridge is entirely
22 removed from its location as described in Section 1, or until discharged by order of the
23 Director of Engineering as provided in Section 7 of this ordinance.)) The Permittee shall

1 ensure that the bond remains in effect until the Director has issued a certification that the
2 Permittee has fulfilled its removal and restoration obligations under Section 4 of this
3 ordinance. An irrevocable letter of credit approved by the Director in consultation with
4 the City Attorney's Office may be substituted for the bond. In the event that the Permittee
5 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain
6 in effect the bond or letter of credit required under this section until the Director has
7 approved the assignment or transfer pursuant to Section 12 of this ordinance.

8 Section 11A. **Contractor insurance.** ~~((Virginia Mason Medical Center))~~ The
9 Permittee shall contractually require that any and all of its contractors performing
10 ~~((construction))~~ work on ((the)) any premises ((as)) contemplated by this permit ((;))
11 name ((the)) "The City of Seattle, its officers, officials, employees and agents" as ((an))
12 additional insureds ~~((on all policies of public liability insurance, and))~~ for primary and
13 non-contributory limits of liability on all CGL, Automobile and Pollution liability
14 insurance and/or self-insurance. The Permittee shall also include in all contract
15 documents with its contractors a third-party beneficiary provision extending to the City
16 construction indemnities and warranties granted to ~~((Virginia Mason Medical Center))~~
17 the Permittee. ~~((to the City as well.))~~

18 Section 11B. **Adjustment of insurance and bond requirements.** The Director
19 may adjust minimum liability insurance levels and surety bond requirements during the
20 term of this permission. If the Director determines that an adjustment is necessary to fully
21 protect the interests of the City, the Director shall notify the Permittee of the new
22 requirements in writing. The Permittee shall, within 60 days of the date of the notice,
23 provide proof of the adjusted insurance and surety bond levels to the Director.

1 Section 12. **Consent for and conditions of assignment or transfer.** The
2 permission granted by this ordinance shall not be assignable or transferable by operation
3 of law; nor shall the Permittee ((shall not)) assign, transfer, mortgage, pledge or
4 encumber ((any privileges conferred by this ordinance without the consent of the City
5 Council by resolution)) the same without the Director's consent, which the Director shall
6 not unreasonably refuse. ((If permission is granted, the assignee or transferee shall be
7 bound by all of the term and conditions of this ordinance. The permission conferred by
8 this ordinance shall be not assignable or transferable by operation of law.)) The Director
9 may approve assignment or transfer of the permission granted by this ordinance to a
10 successor entity only if the successor or assignee has accepted in writing all of the terms
11 and conditions of the permission granted by this ordinance; has provided, at the time of
12 the acceptance, the bond and certification of insurance coverage required under this
13 ordinance; and has paid any fees due under Section 13 of this ordinance. Upon the
14 Director's approval of an assignment or transfer, the rights and obligations conferred on
15 the Permittee by this ordinance shall be conferred on the successors and assigns. Any
16 person or entity seeking approval for an assignment or transfer of the permission granted
17 by this ordinance shall provide the Director with a description of the current and
18 anticipated use of the pedestrian skybridge.

19 Section 13A. **Inspection fees.** The Permittee ((, its successors and assigns,)) shall,
20 as provided by SMC Chapter 15.76 or successor provision, pay ((to)) the City ((such)) the
21 amounts ((as may be justly chargeable)) charged by ((said)) the City ((as costs of
22 inspection of said)) to inspect the pedestrian skybridge during ((repair or)) construction,
23 reconstruction, repair, annual safety inspections, and at other times ((under the direction

1 of the Director of Engineering and)) deemed necessary by the City. An inspection or
2 approval of the pedestrian skybridge by the City shall not be construed as a
3 representation, warranty, or assurance to the Permittee or any other person as to the
4 safety, soundness, or condition of the pedestrian skybridge. Any failure by the City to
5 require correction of any defect or condition shall not in any way limit the responsibility
6 or liability of the Permittee.

7 Section **13B. Inspection reports.** The Permittee shall submit to the Director, or to
8 SDOT at an address specified by the Director, an inspection report that:

9 (a) Describes the physical dimensions and condition of all load-
10 bearing elements;

11 (b) Describes any damages or possible repairs to any element of the
12 pedestrian skybridge;

13 (c) Prioritizes all repairs and establishes a timeframe for making
14 repairs; and

15 (d) Is stamped by a professional structural engineer licensed in the
16 State of Washington.

17 A report meeting the foregoing requirements shall be submitted within 60 days
18 after the effective date of this ordinance; subsequent reports shall be submitted every two
19 years, within 30 days prior to the anniversary date of the last inspection report; provided
20 that, in the event of a natural disaster or other event that may have damaged the
21 pedestrian skybridge, the Director may require that additional reports be submitted by a
22 date established by the Director. The Permittee has the duty of inspecting and
23 maintaining the pedestrian skybridge. The responsibility to submit structural inspection

1 reports periodically or as required by the Director does not waive or alter any of the
2 Permittee's other obligations under this ordinance. The receipt of any reports by the
3 Director shall not create any duties on the part of the Director. Any failure by the
4 Director to require a report, or to require action after receipt of any report, shall not waive
5 or limit the obligations of the Permittee.

6 Section 13C. Annual fee. Beginning on May 5, 2015, and annually thereafter, the
7 Permittee shall promptly pay to the City, ((in advance)) upon statements or invoices
8 ((rendered)) issued by the Director, ((of Engineering)) an annual fee of ((Two Thousand
9 Four Hundred Twenty Three Dollars (\$2,423.00) for the first five years of the permit))
10 \$10,890, or as adjusted annually thereafter, for the privileges granted by this ordinance.
11 ((The fee will then be re-evaluated by the City Appraiser and a new annual fee will be
12 established by resolution of the City Council for the next five years of the permit. All
13 payments shall be made to the City Finance Director for credit of the General Fund.))

14 Adjustments to the annual fee shall be made in accordance with a term permit fee
15 schedule adopted by the City Council and may be made every year. In the absence of a
16 schedule, the Director may only increase or decrease the previous year's fee to reflect any
17 inflationary changes so as to charge the fee in constant dollar terms. This adjustment will
18 be calculated by adjusting the previous year's fee by the percentage change between the
19 two most recent year-end values available for the Consumer Price Index for the Seattle-
20 Tacoma-Bremerton Area, All Urban Consumers, All Products, Not Seasonally Adjusted.
21 All payments shall be made to the City Finance Director for credit to the Transportation
22 Operating Fund.

1 Section 14. ~~((Non-Discrimination:))~~ **Compliance with other laws.** ~~((The~~

2 ~~Permittee shall not discriminate against any employee or applicant for employment in~~
3 ~~connection with the design, architectural or structural engineering work or the repair, or~~
4 ~~maintenance of the pedestrian skybridge permitted to be erected pursuant to this~~
5 ~~ordinance, on the basis of race, religion, creed, color, sex, martial status, sexual~~
6 ~~orientation, political ideology, ancestry, age national origin, or the presence of any~~
7 ~~sensory, mental or physical handicap unless based on bona fide occupational~~
8 ~~qualification. The foregoing commitment shall be implemented as follows:~~

9 a. ~~— The Permittee will take affirmative action to ensure that applicants~~
10 ~~are employed and that employees are treated during employment without regard to their~~
11 ~~race, religion, creed, color, sex, national origin or the presence of any sensory, mental or~~
12 ~~physical handicap. Such action shall include, but not be limited to, the following:~~
13 ~~employment, upgrading, demotion or transfer, recruitment or recruitment advertising,~~
14 ~~layoff or termination, rates of pay or other forms of compensation and selection for~~
15 ~~training, including apprenticeship.~~

16 b. ~~— The Permittee shall post in conspicuous places available to such~~
17 ~~employees and applicants for such employment, notices setting forth the provisions of~~
18 ~~this non-discrimination clause.~~

19 c. ~~— The permittee shall furnish to the Director of Human Rights or a~~
20 ~~successor official, upon his or her request and on such forms as may be provided, a report~~
21 ~~of the affirmative action taken in implementing this provision and will permit reasonable~~
22 ~~access to its records for the purposes of determining compliance with this Section. If,~~
23 ~~upon investigation the Director of Human Rights finds probable cause to believe that the~~

1 ~~Permittee has failed to comply with any of the terms of this Section, the Permittee and the~~
2 ~~Street Use Appeals Board (Board) will be so notified in writing. The Board shall give the~~
3 ~~Permittee at least ten (10) days notice and a hearing thereon. If the Board finds that there~~
4 ~~has been a violation of this Section, the Board may suspend the permission conferred~~
5 ~~pending full compliance with the terms of this Section.~~

6 ~~Failure to comply with any of the terms of this provision shall be a material~~
7 ~~violation of this ordinance.~~

8 ~~The foregoing paragraphs shall be inserted in any subcontracts for work~~
9 ~~undertaken pursuant to this ordinance in connection with the design, architectural or~~
10 ~~structural engineering work or the repair, or maintenance of the pedestrian skybridge~~
11 ~~permitted to be maintained hereunder, unless the Director of Human Rights authorizes~~
12 ~~the use of another equality of employment opportunity provision.))~~

13 Permittee shall construct, maintain, and operate the pedestrian skybridge in
14 compliance with all applicable federal, state, County, and City laws and regulations.
15 Without limitation, in all matters pertaining to the pedestrian skybridge, the Permittee
16 shall comply with the City's laws prohibiting discrimination in employment and
17 contracting including Seattle's Fair Employment Practices Ordinance, SMC Chapter
18 14.04, and Fair Contracting Practices Code, SMC Chapter 14.10 (or successor
19 provisions).

20 **Section 15. Acceptance of terms and conditions. ((:))** The Permittee shall
21 ~~deliver to the Director its written signed acceptance of the ((permission conferred by this~~
22 ~~ordinance and its terms and conditions to the Director of Engineering)) terms of this~~
23 ~~ordinance within ((sixty (60))) 60 days after the effective date of this ordinance. The~~

1 ~~((acceptance shall be filed))~~ Director shall file the written acceptance with the City Clerk.
2 If no such acceptance is received ~~((by then))~~ within that 60-day period, the privileges
3 ~~((provided))~~ conferred by this ordinance shall be deemed declined or abandoned ((;)) and
4 the permission ~~((extended, contingent upon its acceptance,))~~ granted deemed lapsed and
5 forfeited, and the Permittee shall, at its own expense, remove the pedestrian skybridge
6 and all of the Permittee's equipment and property and replace and restore all portions of
7 the public place as provided in Section 4 of this ordinance.

8 **Section 16. Obligations run with the Property.** The obligations and conditions
9 imposed on the Permittee by and through this ordinance are covenants that run with the
10 land and bind subsequent owners of the property adjacent to the pedestrian skybridge and
11 legally described in Section 1 of this ordinance (the "Property"), regardless of whether
12 the Director has approved assignment or transfer of the permission granted herein to such
13 subsequent owner(s). At the request of the Director, Permittee shall provide to the
14 Director a current title report showing the identity of all owner(s) of the Property and all
15 encumbrances on the Property. The Permittee shall, within 60 days of the effective date
16 of this ordinance, and prior to conveying any interest in the Property, deliver to the
17 Director upon a form to be supplied by the Director, a covenant agreement imposing the
18 obligations and conditions set forth in this ordinance, signed and acknowledged by the
19 Permittee and any other owner(s) of the Property and recorded with the King County
20 Recorder's Office. The Director shall file the recorded covenant agreement with the City
21 Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
22 the request of the Director, Permittee shall cause encumbrances on the Property to be
23 subordinated to the covenant agreement.

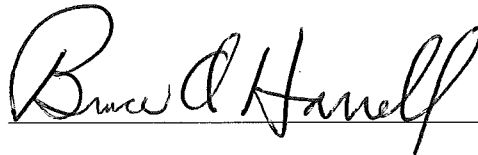
1 Section ~~((16))~~ 17. This ordinance shall take effect and be in force thirty (30) days
2 from and after its passage and approval, if approved by the Mayor; otherwise it shall take
3 effect at the time it shall become a law under the provisions of the City Charter.

4 Section 3. **Section titles.** Section titles are for convenient reference only and do not
5 modify or limit the text of a section.

6 Section 4. **Ratify and confirm.** Any act consistent with the authority of this ordinance
7 taken after its passage and prior to its effective date is ratified and confirmed.

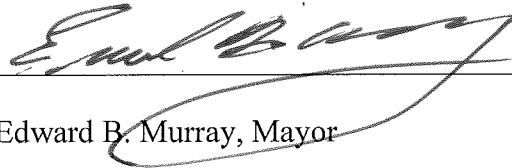
1 Section 5. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 17th day of July, 2017,
5 and signed by me in open session in authentication of its passage this 17th day of
6 July, 2017.

7 

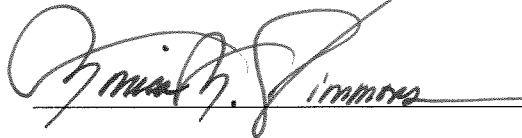
8 President _____ of the City Council

9 Approved by me this 26th day of July, 2017.

10 

11 Edward B. Murray, Mayor

12 Filed by me this 21st day of July, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)