



SEATTLE CITY COUNCIL

Legislative Summary

CB 119155

Record No.: CB 119155

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125501

In Control: City Clerk

File Created: 11/08/2017

Final Action: 12/15/2017

Title: AN ORDINANCE relating to the State Route 99 Alaskan Way Viaduct and Seawall Replacement Program; authorizing the Mayor or the Mayor's designees to execute an Agreement with the State of Washington to set forth roles and responsibilities for the State's project to demolish the existing Alaskan Way Viaduct structure once the bored tunnel is opened to drivers.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - SDOT AWW Demo MOA

Drafter: Bill.LaBorde@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	11/21/2017	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	11/21/2017	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	11/29/2017	sent for review	Sustainability and Transportation Committee			
Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee							
Notes:							

- 1 Full Council 12/04/2017 referred Sustainability and Transportation Committee
Action Text: The Council Bill (CB) was referred. to the Sustainability and Transportation Committee
Notes:
- 1 Sustainability and Transportation Committee 12/05/2017 pass Pass
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:
In Favor: 2 Chair O'Brien, Vice Chair Johnson
Opposed: 0
- 1 Full Council 12/11/2017 passed Pass
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:
In Favor: 7 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Mosqueda, Councilmember O'Brien
Opposed: 0
- 1 City Clerk 12/15/2017 submitted for Mayor's signature Mayor
- 1 Mayor 12/15/2017 Signed
- 1 Mayor 12/15/2017 returned City Clerk
- 1 City Clerk 12/15/2017 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:
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CITY OF SEATTLE

ORDINANCE 125501

COUNCIL BILL 119155

AN ORDINANCE relating to the State Route 99 Alaskan Way Viaduct and Seawall Replacement Program; authorizing the Mayor or the Mayor's designees to execute an Agreement with the State of Washington to set forth roles and responsibilities for the State's project to demolish the existing Alaskan Way Viaduct structure once the bored tunnel is opened to drivers.

WHEREAS, by Letter of Agreement dated January 13, 2009, the Governor, the King County Executive, and the Mayor of The City of Seattle (City) recommended replacement of the existing Alaskan Way Viaduct (Viaduct) structure in the central waterfront area with a bored tunnel and associated improvements to city streets and transit (Alaskan Way Viaduct and Seawall Replacement Program (hereinafter Program)); and

WHEREAS, the January 2009 Letter of Agreement allocated responsibility to the State of Washington (State) for demolishing the existing Viaduct structure (Project) once the bored tunnel is opened to drivers; and

WHEREAS, the State Legislature, by enacting RCW 47.01.402 in 2009, endorsed the bored tunnel as the preferred alternative and authorized State funding; and

WHEREAS, the SR 99 Tunnel Final Environmental Impact Statement signed by the State and City identified the Tolloed Bored Tunnel Alternative as the preferred alternative, which included removing the Viaduct along the Seattle waterfront; and

WHEREAS, in October 2009 the City and the State entered into agreement GCA 6366, authorized by Ordinance 123133, which set forth the City's and the State's roles and responsibilities for the Program, and which confirmed the State's responsibility for demolishing the Viaduct from South King Street to the Battery Street Tunnel; and

1 WHEREAS, in May 2011 the City and the State entered into agreement GCA 6486, which was
2 accepted by Ordinance 123542 and which recognized that the Project would be subject to
3 a future agreement between the City and the State; and

4 WHEREAS, the State demolished the southernmost mile of the Viaduct in 2011; and

5 WHEREAS, the State plans to make the Project part of its design-build contract that will also
6 include the decommissioning of the Battery Street Tunnel and construction of the surface
7 streets north of the Battery Street Tunnel; and

8 WHEREAS, the City and the State plan to negotiate a separate agreement for decommissioning
9 of the Battery Street Tunnel; and

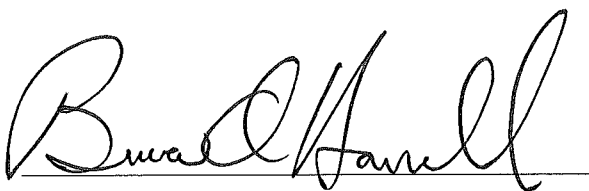
10 WHEREAS, the construction of the surface streets north of the Battery Street Tunnel is
11 addressed in GCA 6486; NOW, THEREFORE,

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

13 Section 1. The Mayor of Seattle or the Mayor's designees are hereby authorized to
14 execute, for and on behalf of The City of Seattle (City), the "Memorandum of Agreement No.
15 GCB 1970, SR 99 Alaskan Way Viaduct Replacement Program, Alaskan Way Viaduct
16 Demolition," between the City and the State of Washington, substantially in the form attached to
17 this ordinance as Attachment 1.

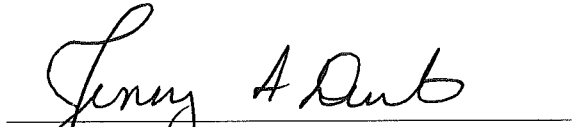
1 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 11th day of December, 2017,
5 and signed by me in open session in authentication of its passage this 11th day of
6 December, 2017.

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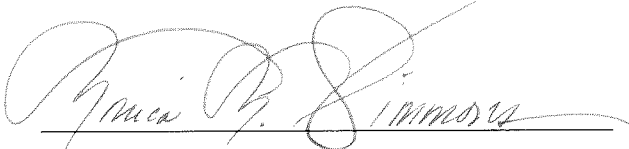
8 President _____ of the City Council

9 Approved by me this 15th day of December, 2017.

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11 Jenny A. Durkan, Mayor

12 Filed by me this 15th day of December, 2017.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

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20 Attachments:
21 Attachment 1 – Memorandum of Agreement No. GCB 1970, SR 99 Alaskan Way Viaduct
22 Replacement Program, Alaskan Way Viaduct Demolition

MEMORANDUM OF AGREEMENT NO. GCB 1970
SR 99 ALASKAN WAY VIADUCT REPLACEMENT PROGRAM
ALASKAN WAY VIADUCT DEMOLITION

THIS Alaskan Way Viaduct Demolition Agreement (AGREEMENT) is made and entered into between the State of Washington (STATE) and the City of Seattle (CITY); collectively the "PARTIES" and individually the "PARTY."

WHEREAS, by Letter of Agreement dated January 13, 2009, the Governor, the King County Executive, and the Mayor of Seattle recommended replacement of the existing Alaskan Way Viaduct structure in the central waterfront area with a bored tunnel and associated improvements to city streets and transit (Alaskan Way Viaduct and Seawall Replacement Program or PROGRAM); and

WHEREAS, the January 2009 Letter of Agreement allocated responsibility to the STATE for demolishing the existing Alaskan Way Viaduct structure (PROJECT) once the bored tunnel is opened to drivers; and

WHEREAS, the STATE Legislature, by enacting RCW47.01.402 in 2009, endorsed the bored tunnel as the preferred alternative and authorized STATE funding; and

WHEREAS, the SR 99 Tunnel Final EIS signed by the STATE and CITY identified the Tolloed Bored Tunnel Alternative as the preferred alternative, which included removing the Alaskan Way Viaduct along the Seattle waterfront; and

WHEREAS, in October 2009 the PARTIES entered into agreement GCA 6366, which was authorized by Seattle City Council Ordinance Number 123133, and which confirmed the STATE's responsibility for demolishing the Alaskan Way Viaduct, and set forth the PARTIES' roles and responsibilities for the PROGRAM; and

WHEREAS, completion of projects identified in GCA 6366 included demolishing the existing Alaskan Way Viaduct from S. King Street to the Battery Street Tunnel; and

WHEREAS, in May 2011, the PARTIES entered into agreement GCA 6486, which was accepted by Seattle City Council Ordinance Number 123542 and which recognized that the PROJECT would be subject to a future agreement between the PARTIES; and

WHEREAS, the STATE demolished the southern mile of the viaduct in 2011; and

WHEREAS, on August 2, 2017, the PARTIES executed GCA 1271, a Funding Agreement for the Alaskan Way Reconstruction Project (Funding Agreement); and

WHEREAS, the Funding Agreement commits the PARTIES to complete an Agreement prior to City Council approval, related to permitting and construction of the PROJECT; and

WHEREAS, the PARTIES have been working diligently and completed the good faith negotiations regarding the PROJECT, and this AGREEMENT is intended to identify roles and responsibilities for the implementation of the AGREEMENT; and to satisfy the agreement requirement in the Funding Agreement; and

WHEREAS, the PROJECT may be a part of a design-build contract that will also include the decommissioning of the Battery Street Tunnel and construction of the surface streets north of the Battery Street Tunnel; and

WHEREAS, the decommissioning of the Battery Street Tunnel will be the subject of a separate term sheet and agreement to be negotiated by the PARTIES; and

WHEREAS, the construction of the surface streets north of the Battery Street Tunnel is addressed in GCA 6486; and

WHEREAS, the PROJECT will in most instances require the use of existing CITY Street Right-of-Way; and

WHEREAS, the CITY and STATE agree to work collaboratively toward the successful completion of the PROJECT; and

WHEREAS, the PARTIES will work together to coordinate construction activities that are happening simultaneously in the PROJECT area, including the Seattle Ferry Terminal Project, Alaskan Way Reconstruction Project, and other projects; and

WHEREAS, the STATE and the CITY through its Seattle Department of Transportation (SDOT), its Seattle Public Utilities Department (SPU), and its Seattle City Light (SCL) are entering into this AGREEMENT; and

WHEREAS, some of the work covered by this AGREEMENT may be accomplished by executed "Task Order" documents; and

NOW, THEREFORE, the STATE and CITY agree as follows:

1. Definitions

- 1.1. Approved Plans means the construction plans and provisions that evidence the CITY's determinations, made through the processes described in Section 7 and Exhibit E of this AGREEMENT, that the plans conform to the criteria established in this AGREEMENT.
- 1.2. Betterment means any upgrading of the CITY Facilities, or the design and construction of any new CITY Facilities that is not attributable to the PROJECT and is made solely for the benefit of and at the election of the CITY. Examples of work that will not constitute a Betterment, so that CITY shall not bear cost responsibility, are:
 - 1.2.1. If existing devices or materials are no longer regularly manufactured or cannot be obtained in time to meet the PROJECT schedule, needs or requests by the STATE, then devices or materials of equivalent standards although not identical, of the next highest grade or size; or
 - 1.2.2. Upgrades to CITY Facilities necessary to meet current code requirements and CITY published standards; or
 - 1.2.3. Work required by CITY to maintain current service and capacity; or
 - 1.2.4. Work required by current design and construction practices regularly followed.
- 1.3. Business Days means Monday through Friday, inclusive, except for official City of Seattle and STATE holidays.
- 1.4. CITY means the City of Seattle, a Washington municipal corporation.
- 1.5. CITY Facilities mean SCL Facilities, SDOT Facilities, SPU Facilities and facilities impacted by, or constructed as part of, the PROJECT that are owned or will be owned by any other CITY agency.
- 1.6. CITY Infrastructure means the portions of SPU Facilities, SCL Facilities and CITY Street Right-of-Way improvements constructed or modified as part of the PROJECT to be owned, operated and maintained by the CITY.
- 1.7. CITY Standards mean 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:

- 1.7.1. The Seattle Municipal Code (SMC);
 - 1.7.2. The City of Seattle Standard Specifications for Road, Bridge, and Municipal Construction;
 - 1.7.3. The City of Seattle Standard Plans for Municipal Construction;
 - 1.7.4. SDOT, SCL, SDCI and SPU Director’s Rules, including the City of Seattle Streets Illustrated, 2017 and any revisions to the Manual;
 - 1.7.5. SCL Material Standards;
 - 1.7.6. SCL Construction Guidelines; and
 - 1.7.7. SPU Standards and Guidelines
- 1.8. CITY Street Right-of-Way means public street right-of-way under the jurisdiction of SDOT pursuant to Title 15 of the SMC.
- 1.9. Demolition Criteria means the criteria described in Section 6.
- 1.10. Designated Representatives means the individuals identified in Section 13.
- 1.11. Design Submittal means plans, specifications, and design documentation representing design of a given project element in a Design-Build Contract.
- 1.12. Design-Build Contract means the contract that the STATE will award for the PROJECT after the STATE develops a conceptual design and requests proposals from pre-qualified contractors. The Design-Build Contract is awarded to the contractor (Design-Builder) with the best value responsive proposal. The Design-Builder is responsible for the design and construction of the PROJECT.
- 1.13. Design-Builder means the entity with whom the STATE enters into a Design-Build Contract and who is responsible for the design and construction of the PROJECT. For purposes of this AGREEMENT, the STATE shall be responsible for any and all obligations of the Design-Builder.
- 1.14. Final Design Submittal means plans, specifications, and design documentation representing complete design of a given project element in the Design-Build Contract. The Final Design Submittal addresses and incorporates review comments from the Preliminary Design Submittal.
- 1.15. Hazardous Substances means any substance, or substance containing any component, now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or waste, subject to regulation under any federal, state or local law, regulation or ordinance relating to environmental protection,

contamination or cleanup including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) or the Washington Model Toxics Control Act (Chs. 70.1 05D RCW) (MTCA), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Law.

- 1.16. Environmental Law(s) means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the STATE has knowledge), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.
- 1.17. Letter of Acceptance means the written document that signifies the CITY's acceptance of CITY Infrastructure to be owned by the CITY, and shall signify the STATE transfer of CITY Infrastructure to be owned by the CITY. The Letter of Acceptance will not transfer any interest in real property. The Letter of Acceptance shall be jointly executed by the PARTIES. A Letter of Acceptance for SPU Facilities requires SPU approval and a Letter of Acceptance for SCL Facilities requires SCL approval.
- 1.18. Letter of Plan Approval means the letter provided to the STATE by the CITY following the completion of the plan review process, signifying that the plans and specifications identified in the letter are the Approved Plans. A Letter of Plan

Approval for SPU Facilities requires SPU approval and a Letter of Plan Approval for SCL Facilities requires SCL approval as part of the Procedures outlined-in Exhibit E of this AGREEMENT.

- 1.19. New Work means the design and construction by or at the direction of the CITY of a new CITY Infrastructure other than (a) as part of a relocation associated with the PROJECT, or (b) to provide service to the PROJECT. New Work shall be entirely the financial obligation of the CITY.
- 1.20. Notice to Proceed means a letter from the STATE to the Design-Builder allowing it to proceed with a defined portion of the work.
- 1.21. Non-Conforming Work means PROJECT design, workmanship or materials that do not comply with the Design-Build Contract, Approved Plans, or City Standards unless otherwise approved.
- 1.22. Preliminary Design Submittal means plans, specifications, and design documentation as described in Exhibit E, Section 3.10.1.
- 1.23. Private Utilities means facilities impacted by the PROJECT that are not owned by the CITY or other public agencies.
- 1.24. Procedures means *Design Review, Construction Management, Inspection and Red-Line and Record Drawing, and Acceptance Procedures*, attached as Exhibit E.
- 1.25. PROJECT means the scope of work the PARTIES have agreed to in Exhibit A-1.
- 1.26. Released for Construction Submittals mean submittals as described in Exhibit E, Section 3.10.3.
- 1.27. Remediation means the same as Remedy or Remedial Action defined in MTCA, which includes any action or expenditure consistent with the purposes of MTCA to identify, eliminate, or minimize any threat or potential threat posed by Hazardous Substances to human health or the environment including any investigative and monitoring activities with respect to any release or threatened release of a Hazardous Substance and any assessments to determine the risk or potential risk to human health or the environment of hazardous substances.
- 1.28. SCL means Seattle City Light.

- 1.29. SCL Facilities means the electrical facilities impacted by, or constructed as part of, the PROJECT that are owned or will be owned by the CITY.
- 1.30. SDOT means Seattle Department of Transportation.
- 1.31. SDOT Facilities means the transportation facilities impacted by, or constructed as part of, the PROJECT that are owned or will be owned by the CITY.
- 1.32. SPU means Seattle Public Utilities.
- 1.33. SPU Facilities means the water, drainage and wastewater facilities impacted by, or constructed as part of, the PROJECT that are owned or will be owned by the CITY
- 1.34. STATE means the Washington State Department of Transportation.
- 1.35. STATE Project Engineer means the person appointed by the STATE to lead the PROJECT during design and/or construction or his or her designee.
- 1.36. Street Use Permits means written authorization secured by the STATE from the Director of SDOT for use of the CITY Street Right-of-Way pursuant to Title 15 of the SMC.
- 1.37. Task Force means a group consisting of STATE, CITY, Design-Builder, and other stakeholder staff meeting regularly to review and reach decisions related to a particular subject, e.g., traffic, structures.
- 1.38. Task Order means a document executed by the PARTIES under this AGREEMENT authorizing work by one PARTY to be done on behalf of the other PARTY and that defines the scope and the obligations of the PARTIES for the given element of work. All terms and conditions of the AGREEMENT shall apply to each Task Order.
- 1.39. UTILITY means City of Seattle Utility Departments, Seattle City Light and Seattle Public Utilities.

2. STATE Responsibilities

- 2.1. The STATE is solely responsible for funding and managing the PROJECT, as described in Exhibit A-1, including, but not limited to design, permit acquisition, right-of-way activities, schedule, costs, risks, issuing the requests for qualifications and proposals, awarding the Design-Build Contract, and execution of the PROJECT.
- 2.2. The STATE will follow the current CITY Standards for elements of the PROJECT related to CITY Facilities at the time of the issuance of the request for design-build proposals, unless otherwise agreed by the PARTIES. If the award of the Design-Build Contract occurs more than six (6) months after the issuance of the request for proposals, then CITY Standards will be updated to the current standards at time of award.
- 2.3. The STATE is responsible for protecting private property in or adjacent to the PROJECT during construction, including utility service connections that are the property owner's responsibility.
- 2.4. The STATE is responsible for leading communications and public involvement elements of the PROJECT. The STATE shall prepare a communications plan and coordinate with the CITY, other public agencies, and stakeholders.
- 2.5. The STATE is responsible for securing any required agreements with Burlington Northern Santa Fe Railroad.

3. CITY Responsibilities

- 3.1. The CITY is responsible for issuing permits pursuant to applicable laws and regulations and providing them to the STATE.
- 3.2. The CITY will prepare communications plans for CITY projects to complement the STATE's communications plan for the PROJECT in order to communicate with the public in a coordinated way about CITY projects occurring at the same time as the PROJECT.

4. Shared Responsibilities

- 4.1. The PARTIES agree to work cooperatively and shall make good faith efforts to timely and expeditiously perform their respective obligations and responsibilities in meeting the PROJECT scope, schedule, and budget requirements.
- 4.2. The PARTIES will work together to develop Task Orders to facilitate payment between the PARTIES. The process for the STATE reimbursing the CITY and the CITY reimbursing the STATE for services is described in Section 8.
- 4.3. The PARTIES are responsible for committing resources, including CITY resources funded by the STATE through GCA 5739 and other CITY sources, to coordinate across projects in order to secure the necessary permits or Letters of Plan Approval that are valid for the PROJECT duration. The PARTIES shall work together to complete permitting in a manner that enables the timely and cost-effective delivery of the PROJECT.
- 4.4. The PARTIES shall participate in both the Maintenance of Mobility Task Force group and a more detailed Maintenance of Traffic planning effort to coordinate construction sequencing and associated access and traffic impacts within the Seattle downtown area. Task Force work products will be reviewed among the PARTIES, the Port of Seattle, Sound Transit and King County Metro.
- 4.5. The PARTIES agree to allow each other reasonable access to PROJECT information that may be held by either PARTY, excluding documents that are attorney-client privileged communications or work products.
- 4.6. The PARTIES agree to coordinate stakeholder, other agency, and public communications related to the PROJECT and other adjacent projects.
- 4.7. The PARTIES will continue to coordinate design, construction sequencing, and right-of-way acquisition between the PROJECT and Alaskan Way Reconstruction Project.
- 4.8. The PARTIES will work together to coordinate the PROJECT's construction schedule with other STATE and CITY projects to minimize disruptions. If there is a delay to the PROJECT schedule, the PARTIES will use the Maintenance of Mobility Task Force to identify strategies to address the impacts of the delay on other STATE and CITY projects in the surrounding vicinity.

- 4.9. The PARTIES agree to work together on notice of service outages to customers. The STATE agrees to provide advance notice to the CITY of service outages needed for construction to schedule crews, and accommodate other previously scheduled outage requests in accordance with CITY Standards. The PARTIES will coordinate on outreach to customers.

- 4.10. The PARTIES will work together to shift Alaskan Way traffic to the west side of the viaduct and maintain the City Street Right of Way in a safe and operational temporary condition as described in Exhibit A-1.

- 4.11. The relocation of any and all Private Utilities required for the performance of the work on the PROJECT will be made at the request of the STATE. The PARTIES will work together to facilitate such relocations of Private Utilities by determining and executing engineering solutions to minimize relocation impacts and maintain the progress of work under the Design-Build Contract.

- 4.12. The PARTIES will split the total cost of shifting the Alaskan Way road to the west, north of Yesler Way, as described in Exhibit B-3. The PARTIES understand that no public utility relocation is required to perform this work. Total costs will account for design, construction and all soft costs (construction management, design support services during construction, and design allowance) incurred by the PARTIES.

- 4.13. The PARTIES agree to waive certain claims and counterclaims as follows:
 - 4.13.1. The STATE will release and waive claims arising from the 2014 damage to and reinstallation of monitoring equipment and other costs allegedly caused by work on the CITY's Elliott Bay Seawall project as referenced in the STATE's February 27, 2017 letter to the CITY.

 - 4.13.2. The CITY will release and waive the following claims against the STATE for costs incurred by the Elliott Bay Seawall project allegedly caused by delays to the STATE's deep bored tunnel project, specifically, claims for: additional mobilization, demobilization and site preparation costs for Seawall construction in the area between Yesler Way and Washington Street; additional costs for installation and monitoring of driven piles at the Washington Street boat landing; additional costs for survey of newly constructed Seawall infrastructure before and after the re-start of tunnel construction in the area; and fees for STATE use of the right-of-way for

temporary parking between June 2015 and September 2015.

5. Footings and Foundations

- 5.1. The Alaskan Way Viaduct includes 397 foundations and footings. The CITY's standards require the removal of foundations to a point five (5) feet below the existing ground surface. As provided below, in order to better facilitate the efficient and economic construction of the PROJECT and the follow-on Alaskan Way Reconstruction Project, the PARTIES have agreed to eliminate certain removal work and defer removal of certain foundations to later projects. It is anticipated that the STATE's Design-Builder will demolish approximately 227 foundations and footings to the required depth of five (5) feet below the existing ground surface as part of the PROJECT. The removal of the remaining approximately 170 foundations and footings will be separated into four (4) categories and their disposition will be as provided below:
- 5.1.1. Category 1 – Scope Transfer. The STATE will not demolish these foundations and footings to the required depth of five (5) feet below the existing ground surface. The work to remove the remaining portions of foundations and footings to the depth of five (5) feet will be transferred to the CITY with the CITY having responsibility for future disposition. The CITY will assume full responsibility and liability for any non-demolished portions of foundations and footings to the depth of five (5) feet.
- 5.1.2. Category 2 – STATE Deferrals. The STATE will not demolish these foundations and footings to the required depth of five (5) feet below the existing ground surface. The work to remove the remaining foundations and footings to the depth of five (5) feet will be transferred to the CITY. The CITY will complete the remaining foundation and footing removal, as the CITY determines necessary, as part of the Alaskan Way Reconstruction Project. The STATE is deferring removal of these foundations and footings in its discretion to minimize cost and mitigate risk to the PROJECT.
- 5.1.3. Category 3 – Deferral – Construction Sequencing. The STATE will not demolish foundations and footings to the required depth of five (5) feet below the existing ground surface. The work to remove the remaining foundations and footings to the depth of five (5) feet will be transferred to the CITY. The CITY will complete the remaining foundation and footing removal, as the CITY determines necessary, as part of the Alaskan Way

Reconstruction Project. The PARTIES acknowledge that they are mutually agreeing to defer removal of these foundations and footings in their joint discretion to minimize cost and mitigate risk to the PROJECT.

5.1.4. Category 4 – Deferral - Other. The STATE will not demolish foundations and footings to the required depth of five (5) feet below the existing ground surface. The work to remove the remaining foundations and footings to the depth of five (5) feet will be transferred to the CITY. The CITY will complete the remaining foundation and footing removal, as the CITY determines necessary, as part of the Alaskan Way Reconstruction Project. The PARTIES acknowledge that they are mutually agreeing to defer removal of these foundations and footings in their joint discretion to minimize cost and mitigate risk to the PROJECT.

5.2. Exhibit B-1 describes how the PARTIES will allocate the responsibility for costs associated with each Category as described in Section 5.1. The deferred work will be transferred to the CITY by Task Order. The Designated Representatives, by mutual agreement, are authorized to amend the AGREEMENT to modify Exhibits B-1, B-2, and B-3 based on final design and actual conditions observed in the field.

6. Demolition Criteria and Utilities

6.1. The STATE's PROJECT Design-Builder will demolish the Alaskan Way Viaduct in accordance with the Design-Build Contract and permit conditions. Unless Section 6.13 applies, and the STATE accepts responsibility for allowing the Design-Builder to use other criteria, the STATE will require the Design-Builder to include the following Demolition Criteria in its Design-Build Contract, with cost responsibility allocated between the PARTIES pursuant to Section 6.11:

6.1.1. Live Load: The STATE will impose on the Design-Builder a maximum overburden which includes all added loading to the ground such as rubble from the demolition, equipment and weight of protection measures selected by the Design-Builder, if any. The STATE will impose a maximum load of seven hundred and fifty (750) lbs. per square foot at any location for up to thirty (30) consecutive days.

6.1.2. Dynamic Load: The STATE will impose a limit on the impact energy of falling rubble of one hundred and ten (110) Kip-ft. or one hundred and

fifty (150) kJ. The STATE will allow flexibility from this criterion for locations where the PARTIES agree there is little or no risk to infrastructure within the area of influence of the dynamic load.

- 6.1.3. Vibration: The STATE will establish limits in the demolition contract as follows: (a) in general, construction-induced vibration levels shall not exceed a peak particle velocity of two (2) inches per second and shall not exceed a sustained vibration velocity of one (1) inch per second; and (b) vibration at utility locations will be limited to half (0.5) an inch per second for continuous or steady state vibration sources and one (1) inch per second for transient impact sources.
- 6.2. The STATE will require its Design-Build Contract to include a Monitoring Plan that meets the requirements of Exhibit C unless otherwise agreed to by the PARTIES. The STATE will obtain the CITY's written review and comments prior to the STATE's approval of the Monitoring Plan to ensure compliance with the Exhibit C before commencing demolition.
- 6.3. The PARTIES will monitor the vibration propagation tests as described in Exhibit C.
- 6.4. A STATE inspector shall also be present at all times during demolition for observation of potential damage and violations of Demolition Criteria.
- 6.5. If the Monitoring Plan results indicate exceedance of the Demolition Criteria, the STATE shall require the Design-Builder to promptly analyze and modify demolition methods as necessary to ensure compliance with the Demolition Criteria.
- 6.6. The PARTIES will hire an independent third-party contractor to conduct pre- and post-construction utility surveys to determine utility locations and conditions. The PARTIES will work together to conduct the pre- and post-construction surveys so as to not impede the Design-Builder's work and facilitate the timely turnover of the work area. Survey methods will include photo documentation of condition of all surface features, TV inspection to City Standards of SPU-owned sewers and storm drains, continuous leak detection on all water mains, potholing to identify the location and condition of transmission lines, and settlement points on select cast iron water mains to be determined by the CITY. The results of the surveys, as well as direct observation of damage during construction, will be the baseline to assess whether any damage has occurred during the execution of the Project. Damage includes settlement of cast iron watermain in excess of the Maximum

Total Displacement Criteria in the table below. The settlement will be determined at the time of the post-construction survey.

Table 1. Maximum Total Displacement Criteria
Maximum Total Displacement at any one point (inches)

Pipe Size	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
Cast Iron	N/A	2.86	2.28	N/A	1.66	1.24	0.92	0.68	0.50	N/A

- 6.7. The cost of the pre- and post-construction utility surveys will be shared equally between the PARTIES.
- 6.8. Prior to commencement of demolition, the CITY will repair any damaged or otherwise failing utilities it deems necessary, as identified during the pre-construction survey. After demolition the CITY will be responsible for any pre-existing damage or substandard condition evidenced in the pre-construction survey that it chose not to repair after the pre-construction survey and prior to the STATE's notice to proceed to the Design-Builder allowing the commencement of demolition. The CITY will conduct a pre-construction survey of the repaired utilities, which will be part of the project baseline described above in 6.6.
- 6.9. In the event CITY utilities are found in a different location in conflict with the PROJECT or previously unidentified CITY utilities are discovered, the PARTIES will work together to resolve the issue in the most cost-effective manner possible. If the PARTIES cannot agree on cost responsibility, the PARTIES agree to use the dispute resolution process in Section 18.
- 6.10. The STATE will require the Design-Builder to provide incidental protection in place for public and private facilities at the surface, including, but not limited to survey monuments, vents, and utility covers, and frames, vault lids, valve boxes, storm inlets and catch basins, hand holes, service meters, clean-outs, hydrants and blow-offs within the construction area from demolition-related damage, including breakage and intrusion of materials. If said facilities are damaged by the demolition work, as evidenced by pre-and post-construction surveys, or direct observation during construction, then, as between the CITY and the STATE, the STATE shall be responsible to repair such damage, and for any resulting damage. The STATE will ensure the Design-Builder will provide for venting maintenance and access to utility facilities.
- 6.11. Unless Section 6.13 applies, in the event of utility damage, as evidenced in the comparison of pre- and post-construction utility surveys or as directly observed,

the PARTIES shall review the monitoring plan results for compliance with the Demolition Criteria.

- 6.11.1. If the Monitoring Plan results exceed the Demolition Criteria at the location of the damaged utility, then, as between the CITY and the STATE, the STATE shall be responsible for the costs of utility damage, including resulting damage.
 - 6.11.2. If the Monitoring Plan results do not exceed the Demolition Criteria at location of the damaged utility, the City is responsible for the costs of utility damage, including resulting damage.
 - 6.11.3. If the Monitoring Plan is unable to measure or calculate the vibration at the location of the damaged utility, then, as between the CITY and the STATE, the STATE is responsible for the costs of utility damage, including resulting damage.
- 6.12. The City may choose not to repair utility damage, as evidenced in the comparison of pre- and post-construction utility surveys, or as directly observed, if the damaged facility will be replaced during the Alaskan Way Reconstruction Project and if the City determines that the damaged facility will remain adequately functional without excessive maintenance or other unacceptable impacts until replacement during Alaskan Way Reconstruction Project. In such case, provided there are no other related damages, the STATE will not be responsible under Section 6.11 to repair the utility damage. In addition, the CITY has decommissioned 2,000 linear feet of 20-inch lead joint watermain beneath the viaduct between Columbia St and Union St and intends to proactively abandon several, but not all, existing cast iron watermains crossing under the viaduct. The STATE will not be responsible under Section 6.11 for damage to the abandoned portions of these cast iron water mains.
- 6.13. As an alternative to demolishing the viaduct to the Demolition Criteria in Section 6.1, the STATE may allow the Design-Builder to demolish the viaduct in accordance with the Design-Builder's own stated demolition criteria. In such case, as between the CITY and the STATE, the STATE shall be responsible for any damage to City UTILITY facilities, as evidenced by the pre- and post-survey results pursuant to Section 6.6, and for resulting damage.

7. Project Management and Construction Administration

- 7.1. The STATE will issue a Design-Build Contract(s) to fulfill its PROJECT responsibilities. The STATE's Design-Build Contract will be issued and managed in accordance with current STATE contracting practices.
- 7.2. The STATE shall act as the sole authority in the administration of the STATE construction contract(s). The STATE shall allow the CITY to consult with and make inquiries of the STATE Project Engineer or designee, attend meetings, and have access to all documentation concerning those portions of the PROJECT subject to CITY review as described in Exhibit E of this AGREEMENT. The CITY shall not provide direction, directly or indirectly, to the STATE's consultant(s) or Design-Builder, but may communicate with the Design Builder as provided in Exhibit E.
- 7.3. The PARTIES agree to follow the Procedures as outlined in Exhibit E.

8. Task Orders – Invoicing, Payment, Records Retention, and Audits

- 8.1. Some or all of the work undertaken pursuant to this AGREEMENT, or additional work as agreed to by the PARTIES, may be governed by Task Orders.
 - 8.1.1. The STATE and the CITY (either SDOT, SPU, or SCL) (individually the PARTY or collectively the PARTIES) may initiate a Task Order, which will be jointly executed by the STATE and the appropriate CITY department.
 - 8.1.2. All Task Orders shall be signed by a Designated Representative of the initiating PARTY and deemed executed when counter-signed by the Designated Representative of the other PARTY.
 - 8.1.3. The general terms and conditions of this AGREEMENT shall be applicable to all Task Orders issued under this AGREEMENT.
 - 8.1.4. Additional information related to Task Orders, Task Order invoicing and payment, and Task Order administration can be found in attached Exhibit D.
- 8.2. Availability of Records. All PROJECT records in support of all costs incurred and actual expenditures kept by the PARTIES associated with Task Order generated under this AGREEMENT shall be maintained in accordance with procedures

prescribed by the Washington State Auditor's Office. The records shall be open to inspection by the PARTIES during normal business hours, and shall be retained and made available for such inspection for a period of not less than six (6) years from the final payment. Copies of said records shall be furnished to the PARTIES upon request. This requirement shall be included in all third-party contracts related to the work entered into by the CITY to fulfill the terms of this AGREEMENT

- 8.3. Audit. If an audit is requested by either PARTY related to Task Orders, the PARTIES agree to cooperate fully with any such audit and provide documentation as is requested in support of all costs.

9. Property Rights Acquisition

- 9.1. The STATE will acquire, at its expense, any real property rights required for the PROJECT, including temporary construction easements.

10. Permitting

- 10.1. The STATE shall apply for and obtain all necessary federal-, state- and CITY-issued permits and approvals for the work for which it is responsible prior to commencing work that requires such permits, including but not limited to all permits, approvals or permission for exploratory investigations, testing, site preparations, demolition, and construction.
- 10.2. The CITY authorizes the STATE to use CITY Street Right-of-Way for the PROJECT, subject to issuance and provisions of Street Use Permits and the conditions contained in this AGREEMENT. The STATE's use of CITY Street Right-of-Way shall comply with the SMC and all other applicable laws, including but not limited to the Shoreline Management Act, the National Environmental Policy Act and the State Environmental Policy Act.
- 10.3. The STATE agrees that for the PROJECT, the STATE shall obtain Street Use Permits prior to undertaking work in the CITY Street Right-of-Way. The CITY shall provide for street use inspections pursuant to Title 15 of the SMC, the Street Use Permit and this AGREEMENT.

- 10.4. The STATE shall be responsible for compliance with all terms and conditions of permits and approvals, and shall be solely responsible for payment of any penalties resulting from the STATE's non-compliance with permits or approvals to the extent said penalties are the result of any action or inaction on the part of the STATE or the STATE's contractors', consultants', or agents. Subject to the foregoing, the STATE shall indemnify and defend the CITY in the event that the CITY is named in any notice of violation or notice of penalty issued for the PROJECT.
- 10.5. The STATE agrees to abide by and comply with all requirements and conditions of the Street Use Permits. The CITY will provide draft Street Use Permit conditions for incorporation into the request for proposal. The CITY will issue a Street Use Permit when an Approved Plan is developed. The STATE will obtain Letters of Plan Approval for construction packages that will be submitted as Released for Construction Submittal after the Design-Builder finalizes plans.
- 10.6. The Street Use Permits and Letters of Plan Approval are not a representation or assurance that the design or plans comply with applicable laws, regulations, ordinances or codes, nor shall the Street Use Permits or Letters of Plan Approval be construed to authorize any failure to comply with any of the foregoing.
- 10.7. The PARTIES agree to establish alternative CITY regulatory process cost reimbursement in lieu of Use Fees as set forth in Section 2.1, GCA 5739, Project Services Agreement and future amendments, attached as Exhibit G.

11. Hazardous Substances and Environmental Remediation

- 11.1. The STATE shall be responsible for identification, investigation, and Remediation of Hazardous Substances found within the limits of the PROJECT during its environmental due diligence, and those that are discovered during construction of the PROJECT. In addition, the STATE shall be responsible for funding all costs associated with Remediation of any releases that are caused or exacerbated during work on the PROJECT. The STATE shall be identified as the generator for these Hazardous Substances.
- 11.2. All costs associated with testing, handling, storing, removing, transporting, disposing, or treating Hazardous Substances that are excavated in connection with the PROJECT shall be paid by the STATE as a PROJECT cost.

- 11.3. The STATE may conduct additional Remediation of contaminated areas in consultation with the CITY.
- 11.4. The STATE shall obtain all required permits and approvals for Remediation.
- 11.5. The STATE shall be responsible for funding the costs of all reasonable steps to prevent recontamination of the PROJECT area when Hazardous Substances are migrating from properties adjacent to the PROJECT limits.
- 11.6. The STATE shall provide immediate verbal notice after the discovery of Hazardous Substances found within or without the limits of the PROJECT that were not identified during the STATE's environmental due diligence. The STATE will provide written notice to the CITY within thirty (30) days.
- 11.7. In addition to any indemnification obligation provided for in this AGREEMENT, the STATE shall release and indemnify, protect, defend and hold harmless the CITY, its officers, officials, employees, and agents, while acting within the scope of their employment, from all liability and claims (including but not limited to liability and claims for response and Remediation costs, administrative costs, fines, charges, penalties, attorney fees and cost recovery or similar actions brought by a governmental or private party, including third party tort liability) arising, directly or indirectly, from (1) any presence or release of any Hazardous Substance within or from the limits of the PROJECT, except for the presence of any Hazardous Substance as of the effective date of this AGREEMENT within the portion of real property in which the CITY has a real property interest on that date or in which the CITY later acquires a real property interest for the purposes of the Program from an entity other than the STATE, and (2) the removal, transport or disposal in connection with construction of the PROJECT or the demolition of the Alaskan Way Viaduct of any Hazardous Substances for which the STATE or any person, contractor or other entity working on behalf of the STATE is a generator.
- 11.8. Nothing in this AGREEMENT is intended to alter the legal status of the PARTIES with respect to Hazardous Substances that may remain in place after completion of the PROJECT or to alter the rights the PARTIES may have to seek contribution from third parties for the costs of identification, investigation and Remediation of Hazardous Substances hereinabove identified.

12. Archaeological and Historical Resources

- 12.1. The STATE will comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. (NHPA), and its implementing regulations (36 CFR Part 800). The STATE shall be responsible for funding costs and expenses for compliance with commitments in the 2011 Memorandum of Agreement between the Federal Highway Administration, Washington State Historic Preservation Office and STATE, including costs for permit compliance for scopes of work transferred by Task Order.

13. Designated Representatives

- 13.1. The Designated Representative for each PARTY is as follows:

STATE:

Program Administrator
Alaskan Way Viaduct Replacement Program
Washington State Department of Transportation
999 3rd Avenue, Suite 2200
Seattle, WA 98104

CITY:

SDOT Director of Interagency Programs
Seattle Department of Transportation
P.O. Box 34996
700 Fifth Avenue, Suite 3800
Seattle, WA 98124-4996

14. Warranties and Liens

- 14.1. The STATE shall provide to the CITY copies of all guarantees and warranties for the PROJECT that the STATE's Design-Builder is obligated to provide to the STATE through the Design-Build Contract. Section 1-05.16 of the Design Build Contract, entitled "General Warranties" is attached as Exhibit F to this AGREEMENT. The STATE will act on the CITY's behalf to enforce all guarantees and warranties for the PROJECT, or may allow the CITY to enforce its own warranty rights, if any, through Section 15, Third Party Beneficiary.

- 14.2. The STATE shall warrant good and merchantable title to all materials, supplies, equipment and items installed or incorporated into the accepted PROJECT. The STATE shall further warrant that all CITY Infrastructure accepted by the CITY is free from claims, liens, and charges.
- 14.3. If, during the warranty period, either PARTY encounters a situation caused by Non-Conforming Work, the PARTIES must immediately notify each other. The STATE will take timely corrective action. In the event the STATE cannot take timely action, it may request the CITY take corrective action. If the CITY takes the corrective action, the direct and indirect costs incurred by the CITY, attributable to Non-Conforming Work, shall be paid by the STATE to the CITY. If there is disagreement about the costs or about what constitutes Non-Conforming Work, the PARTIES will address the issue according to dispute resolution process established in Section 18 in this AGREEMENT.
- 14.4. If, during construction or during the warranty period, the CITY encounters an emergency situation caused by Non-Conforming Work, it must immediately notify the STATE. The STATE will take immediate corrective action. If the STATE does not take immediate corrective action, the CITY may take corrective action. If the CITY takes the corrective action, the direct and indirect costs incurred by the CITY, attributable to correcting an emergency situation associated with Non-Conforming Work, shall be paid by the STATE to the CITY.

15. Third Party Beneficiary

- 15.1. The contracts between the STATE and its Design-Builder will include the following requirements:
 - (1) With respect to any and all of the CITY Infrastructure, the STATE and the Design-Builder will acknowledge that the City of Seattle is an intended third-party beneficiary of the contracts;
 - (2) the STATE and the Design-Builder will include the City of Seattle as a named third party beneficiary of the STATE's contracts; and
 - (3) the STATE and the Design-Builder will include the City of Seattle in the indemnification and insurance provisions contained in the STATE's contracts. The STATE and CITY do not intend that this paragraph be interpreted to create any obligation, liability, or benefit to any third party, other than the STATE and the City of Seattle for purposes of design and construction of the PROJECT as described in this AGREEMENT.

16. General Indemnification

- 16.1. The STATE shall protect, defend, indemnify, and save harmless the CITY, its officers, officials, employees, and agents (Indemnified Parties), from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from the STATE's performance or failure to perform any obligation under this AGREEMENT or breach of this AGREEMENT; the STATE's or the STATE's contractors', consultants', or agents'; violation of any applicable law, regulation, or permit; or any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, copyright rights or inventions for which the STATE or the STATE's contractors, consultants, or agents is responsible in performance of the PROJECT. The STATE's indemnification of the Indemnified Parties includes any and all claims and litigation arising out of, or resulting from, any state or federal environmental review process in any way relating to the PROJECT, and any private utility relocations required for the PROJECT. The STATE will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action is caused by the sole negligence of the Indemnified Parties. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES or their agents, employees, consultants, contractors or vendors of any tier, the indemnity and defense obligations provided herein shall be valid and enforceable only to the extent of the negligence of the STATE or its agents, employees, consultants, contractors or vendors of any tier.
- 16.2. The CITY shall protect, defend, indemnify, and save harmless the STATE, its officers, officials, employees, and agents (Indemnified Parties), from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from the CITY's performance or failure to perform any obligation under this AGREEMENT or breach of this AGREEMENT; the CITY's or the CITY's contractors', consultants', or agents' violation of any applicable law or regulation; or any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, copyright rights or inventions for which the CITY or the CITY's contractors, consultants, or agents is responsible. The CITY will not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action is caused by the sole negligence of the Indemnified Parties. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES or their agents, employees, consultants, contractors or vendors of any tier, the indemnity and defense obligations provided herein shall be valid and

enforceable only to the extent of the negligence of the CITY or its agents, employees, consultants, contractors or vendors of any tier.

- 16.3. Solely with respect to claims for indemnification herein, both PARTIES waive, as to each other only, and expressly not for the benefit of their employees or third parties, their immunity under Title 51 RCW, the Industrial Insurance Act, and acknowledge that this waiver has been mutually negotiated by the PARTIES. Both PARTIES agree that their respective indemnity obligations extend to any claim, demand, or cause of action brought by, or on behalf of, any of their respective employees or agents.
- 16.4. Survival of Indemnification Obligations. These obligations provided in this section shall survive the termination of this AGREEMENT, whether or not any claim giving rise to such liability shall have accrued.

17. Insurance and Bonds

- 17.1. The STATE shall require the STATE's Design Builder, and its sub-contractors of any tier where insurance is required by the subcontract, to include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for Commercial General Liability, Commercial Automobile Liability and (if required) Contractor's Pollution Liability as established in the Design Build Contract documents, including Products and Completed Operations coverage following the completion of each PROJECT stage.
- 17.2. The STATE's standard insurance specification is included in Section 1-07.18 (Public Liability and Property Damage Insurance) of the Design-Build Contract and may be amended for coverages, and minimum limits of liability and/or terms and conditions as mutually established by the PARTIES, attached as Exhibit H.
- 17.3. STATE Contractor's Bonds. The STATE shall require its Design Builder to provide performance bonds to the STATE and to maintain those bonds at all times pertinent to the respective contractor's obligations under its contracts. The penal sums of those bonds shall be commercially reasonable and consistent with the limits set for similar projects. Such bonds shall be executed by an approved Surety that is registered with the Washington State Insurance Commissioner, and that appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and that shall be conditioned upon the faithful performance of the contract by the contractor. The

STATE shall ensure faithful completion of the PROJECT by use of the STATE's contractor bonds or other means.

18. Dispute Resolution

- 18.1. Good Faith. The CITY and the STATE shall make good faith efforts to resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT. In the event that the PARTIES cannot resolve a disagreement arising under or in connection with this AGREEMENT, the PARTIES shall follow the dispute resolution steps set forth below.
- 18.2. Notice. A PARTY's Designated Representative, as defined in Section 13, shall notify the other PARTY's Designated Representative in writing of any problem or dispute that a PARTY believes needs resolution. The written notice shall include (a) a description of the issue to be resolved; (b) a description of the differences between the PARTIES on the issue; and (c) a summary of any steps taken to resolve the issue.
- 18.3. Meeting. Upon receipt of a written notice of request for dispute resolution, the Designated Representatives for the PARTIES shall meet within ten (10) Business Days and attempt to resolve the dispute. If the dispute involves a CITY department other than, or in addition to, SDOT, the CITY's Designated Representative will inform the other CITY department(s) of the dispute and offer the CITY department(s) an opportunity to attend the meeting. Any resolution of the dispute requires the agreement of the Designated Representatives attending the meeting and the representative of the CITY department that requests to attend the meeting.
- 18.4. Notice of Second Level Meeting. If the PARTIES have not resolved the dispute within five (5) Business Days after the meeting, at any time thereafter either PARTY may request that the dispute be elevated to the next level by notifying the other PARTY's Designated Representative in writing, requesting that the dispute be raised to the Second Level Meeting as described in Subsection 18.5. The written notification shall include a) a description of the remaining issues to be resolved; b) a description of the differences between the PARTIES on the issues; c) a summary of the steps already taken to resolve the issues; and d) the resolution of any issues that were initially involved in the dispute.

- 18.5. Second Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within ten (10) Business Days between the STATE Chief Engineer and the appropriate CITY program manager(s) to resolve the dispute. If the dispute involves a CITY department other than, or in addition to, SDOT, the CITY's Designated Representative will inform the other CITY department of the dispute and offer that CITY department an opportunity to attend the meeting. Any resolution of the dispute requires the agreement of the Designated Representatives attending the meeting and the representative of the CITY department that requests to attend the meeting.
- 18.6. Mediation. If the dispute is not resolved in the Second Level Meeting, the PARTIES may initiate a mediation process within sixty (60) Business Days after the Second Level Meeting unless the PARTIES mutually agree to take the dispute to the court of law.
- 18.7. In the event the PARTIES decide to pursue mediation, the PARTIES shall select a mediator by mutual agreement. Each PARTY shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each PARTY shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process shall be considered settlement negotiations for the purposes of all state and federal rules protecting disclosures made during such negotiations from later discovery or use in evidence; provided, that any settlement agreement as may be executed by the PARTIES shall not be considered confidential and may be disclosed. Each PARTY shall pay its own costs for mediation and share equally in the cost of the mediator (STATE – 50%; CITY – 50%). If other persons or entities also participate as independent parties to the mediation then the cost of the mediator shall be divided equally among all participating parties. The venue for mediation shall be in Seattle, Washington, unless the parties mutually agree in writing to a different location.
- 18.8. Court of Law. If the PARTIES have not resolved the dispute within five (5) Business Days after the second level meeting, at any time thereafter either PARTY may seek relief under this Agreement in a court of law. The PARTIES agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this Section.
- 18.9. No evidence of breach. A PARTY'S request to utilize this dispute resolution process is not evidence that either PARTY is in breach of this AGREEMENT,

and does not relieve any PARTY from complying with its obligations under this AGREEMENT.

19. Effectiveness and Duration

- 19.1. This AGREEMENT shall be effective as of the date the last PARTY signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until final completion of all PARTIES' obligations contained, or referred to in this AGREEMENT.

20. Limits of Liability

- 20.1. CITY Assistance, Inspection; Review, or Approvals. The reviewer approval of any of the STATE's PROJECT plans or specifications, or the inspection of the STATE's work, or any assistance provided to the STATE by the CITY is for the CITY's sole benefit and shall not constitute an opinion or representation by the CITY as to any compliance with any law, ordinance, rule, or regulation or any adequacy of this AGREEMENT for other than the CITY's own purposes; and such assistance, inspection, review or approval shall not create or form the basis of any liability on the part of the CITY or any of its officials, officers, employees, or agents for any injury, damage, or other liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection, review, or approval shall not relieve the CITY of any of its obligations under this AGREEMENT, or under applicable law.

21. Notice

- 21.1. Except for the dispute resolution process in Section 18, for which notice shall be given to the Designated Representatives listed in Section 13, all notices, demands, requests, consents and approvals that may be or are required to be given by either PARTY to the other PARTY shall be in writing and shall be deemed to have been duly given (i) upon actual receipt or refusal to accept delivery if delivered personally to the Designated Representative, (ii) upon actual receipt or refusal to accept delivery if sent by a nationally recognized overnight delivery service to the Designated Representative, or (iii) upon actual receipt if electronically transmitted to the Designated Representative with confirmation sent by another method

specified in this Section. Notice of a change of Designated Representative or the address of the Designated Representative shall be given as provided in this Section.

22. Amendment

- 22.1. Either PARTY may request changes to the provisions contained in this AGREEMENT. Such changes shall be mutually agreed upon and incorporated by written amendment to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

23. General Provisions

- 23.1. Each PARTY shall ensure that its employees, agents, and contractors to the extent applicable comply with the obligations of this AGREEMENT.
- 23.2. No failure to exercise, and no delay in exercising, on the part of either PARTY hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.
- 23.3. This AGREEMENT, together with the Exhibits incorporated herein, constitute the entire agreement of the PARTIES with respect to the PROJECT, and supersedes the term sheet. This AGREEMENT does not relieve the STATE of its obligations in Sections 2 and 3 in Exhibit D of GCA 6486, attached as Exhibit I. Some of these obligations will be addressed in a future agreement on the decommissioning of the Battery Street Tunnel.
- 23.4. Section and subsection headings are intended as information only, and shall not be construed with the substance of the section or subsection they caption.
- 23.5. This AGREEMENT may be executed in counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 23.6. The PARTIES acknowledge the right of each PARTY to exercise its police power pursuant to general law and applicable statutes for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this AGREEMENT shall be construed as waiving or limiting the STATE's or CITY's

rights to exercise its police power or to preclude or limit exercising any regulatory power in connection with this PROJECT or otherwise.

23.7. A judicial determination that any term, provision, condition, or other portion of this AGREEMENT, whether in whole or in part, is inoperative, invalid, void, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of this AGREEMENT, whether in whole or in part, and the remaining terms, provisions, conditions, or other portions of this AGREEMENT, whether in whole or in part, shall remain valid and enforceable to the fullest extent permitted by law.

23.8. This AGREEMENT shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington. The venue for any action under this AGREEMENT shall be in the Superior Court for King County, Washington.

The PARTIES hereto have executed this AGREEMENT as of the latest date written below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By
Roger Millar, Secretary

Date: _____

CITY OF SEATTLE
DEPARTMENT OF TRANSPORTATION

By
Scott Kubly, Director

Date: _____

CITY OF SEATTLE
SEATTLE PUBLIC UTILITIES

By
Mami Hara, Director

Date: _____

CITY OF SEATTLE
SEATTLE CITY LIGHT

By
Larry Weis, Chief Executive Officer

Date: _____

CITY OF SEATTLE
OFFICE OF THE WATERFRONT

By
Marshall Foster, Director

Date: _____

EXHIBITS

Exhibit A-1: Project Description and Scope

Exhibit A-2: General Scope and Restoration Limits

Exhibit B-1: Cost Responsibility for Viaduct Foundation Removals

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

Exhibit B-3: Cost Responsibility for Alaskan Way Shift

Exhibit C: Vibration Mitigation and Monitoring Plan Requirements

Exhibit D: Task Order Procedures

Exhibit E: Design Review, Construction Management, Inspection, Red-Line and Record Drawings and Acceptance Procedures

Exhibit F: Section 1-05.16 of the Draft Design-Build Contract, General Warranties

Exhibit G: GCA 5739, Project Services Agreement

Exhibit H: Section 1-07.18 of the Draft Design-Build Contract, Minimum Insurance Requirements

Exhibit I: GCA 6486, Exhibit D

Exhibit A-1
PROJECT Description and Scope

The PROJECT's currently agreed upon scope is defined below within the limits generally shown in Exhibit A-2. If there is a conflict between Exhibit A-1 and A-2, then Exhibit A-1 will be the governing document.

1. Removal of the remaining section of the viaduct from approximately 200 feet south of S. Dearborn Street to the south portal of the Battery Street Tunnel.
2. Demolition, salvage, and disposal of the existing Alaskan Way Viaduct and access ramps between South King Street and the Battery Street Tunnel. The final scope of the demolition and restoration of the area of the transition structure between the Battery Street Tunnel and Alaskan Way Viaduct will be defined in the agreement between the PARTIES on the Battery Street Tunnel decommissioning.
3. Removal of the Columbia Street on-ramp and the Seneca Street off-ramp structures.
4. Protection of the Lenora Street pedestrian bridge.
5. A continuous grade separated pedestrian crossing between the Seattle Ferry Terminal and First Avenue to the maximum extent feasible.
6. Removal of column footings and foundations as outlined in Section 5.
7. Work related to utilities as outlined in Section 6.
8. The PARTIES agree to jointly define the restoration conditions and reflect those conditions in the Design-Build Contract and the Alaskan Way Reconstruction Project. Resolution of the final restoration conditions will occur prior to and in coordination with the Office of the Waterfront's 100 percent design plans. The limits of restoration after the viaduct has been removed are generally shown in Exhibit A-2 and include the following elements:
 - 8.1. Roadway, paving, sidewalks, cross streets, drainage, stormwater management, striping, signals, street lighting, signing, bicycle and pedestrian pathways, and parking to safe, accessible, and operable interim conditions prior to when the area is opened for public use or turned over to the CITY for the Alaskan Way Reconstruction Project.
 - 8.2. Temporary sedimentation and erosion control of the areas, including management of stormwater.

- 8.3. Columbia Street on-ramp abutment removal area between First Avenue and Post Avenue will be patched and blocked with barriers, and pavement restoration will match the existing conditions of adjacent pavement and operation in this area, including drainage, signing and striping, signal and equipment modifications as required. Final design will be coordinated with other STATE and CITY projects in the area.
- 8.4. Seneca Street at First Avenue will be permanently restored, including removing the approach slab and filling any voids below it. Restoration will include stabilizing the abutment and construction of a new barrier and railing across the opening created by the ramp and railing removal. The restoration will meet the requirements of an AASHTO TL4 vehicular impact rating.
- 8.5. The Sidewalk on the west side of First Avenue at Seneca Street through the intersection will be permanently restored, including ramps that meet Americans with Disabilities Act (ADA) requirements. Final design will be coordinated with other STATE and CITY projects in the area.
- 8.6. Signal equipment and operation will be modified for the removal of the eastbound vehicle movement at First Avenue and Seneca Street.
- 8.7. Management of stormwater, slope protection, sedimentation and erosion control of the area from the vicinity of Pine Street to the south portal of the Battery Street Tunnel will be provided.
- 8.8. A driveway entrance mid-block from Blanchard Street will be installed for the parking lot facility north of Blanchard Street and west of Western Avenue; the permanent curb line will be re-established on the north side of the Blanchard Street right-of-way; and pavement and channelization within the parking lot will be modified to accommodate the new driveway.
9. Salvage the existing sign bridge located 10 feet north of Bent 36 (STA 48+9522) on the Alaskan Way Viaduct, and provide to the City of Seattle at 3600 23rd Avenue SW, Seattle, Washington.
10. Prior to commencing the PROJECT, the STATE will shift Alaskan Way traffic to the west of the Alaskan Way Viaduct from S. King Street to the vicinity of Pike Street. Elements of the roadway, including pavement, sidewalks, drainage and illumination from Yesler Way to the vicinity of Pike Street, have been restored by the CITY's Seawall Project and are adequate for shifting traffic from under the viaduct except as described below. The PARTIES will coordinate the final scope of work with the WSDOT Ferries Division. Completion of the

interim Alaskan Way configuration will be designed and constructed by the STATE and will include:

- 10.1. Four (4) lanes with two (2) lanes in each direction, except for the section from S. Jackson Street to Yesler Way, which will have a five (5) lane section. The fifth lane will be a northbound left turn lane to the Seattle Ferry Terminal at Yesler Way.
- 10.2. Installation of signals, signing and pavement markings that have not already been installed by other projects.

The PROJECT construction schedule is as follows:

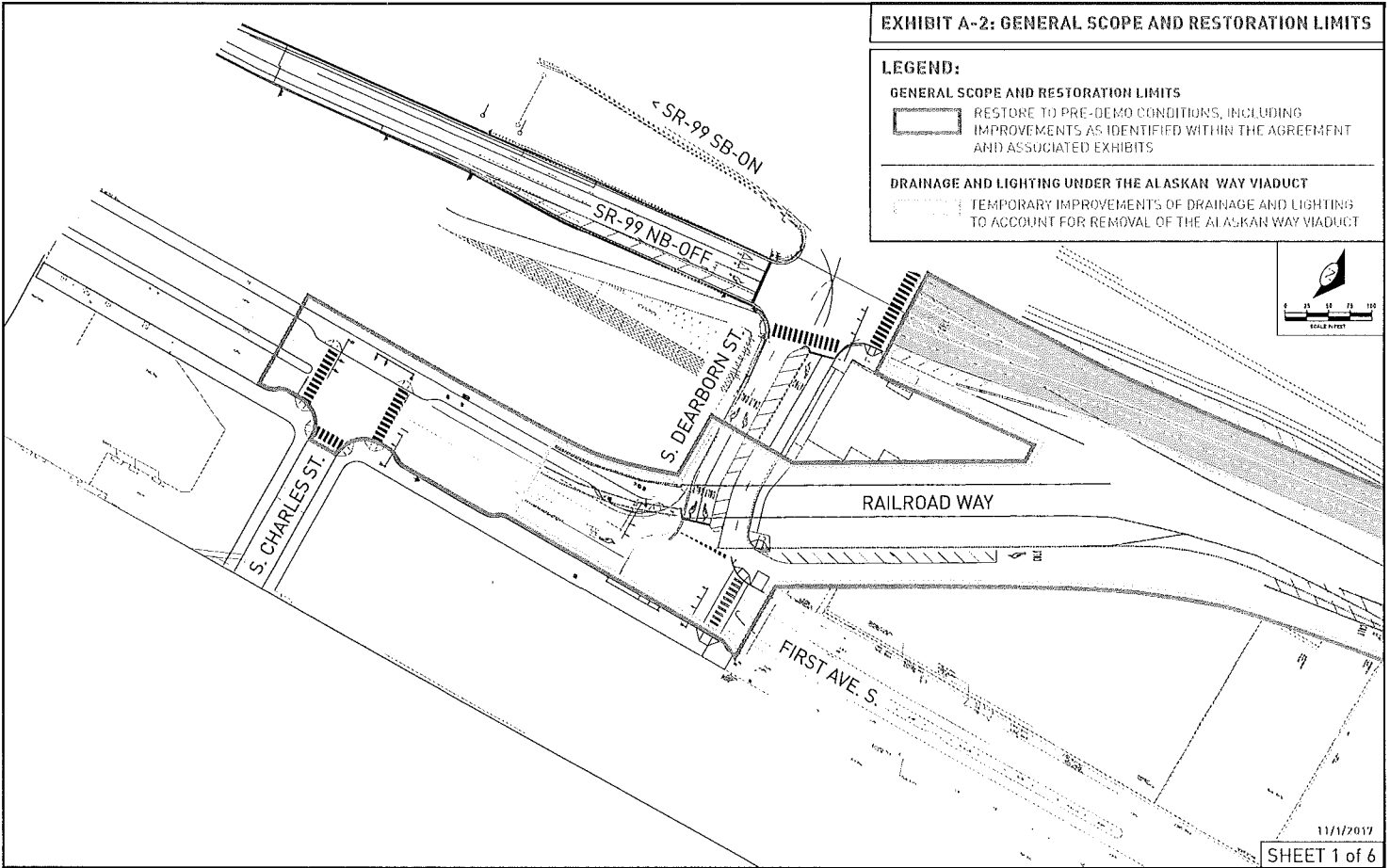
1. Alaskan Way (S. King Street to the vicinity of Pine Street) restoration and the shift of traffic from beneath the viaduct will be completed a minimum of two (2) weeks before the permanent viaduct closure, unless otherwise agreed to by the PARTIES.
2. The PARTIES are currently planning to physically begin Alaskan Way Viaduct demolition in January 2019, after the SR 99 Tunnel is open to traffic. However, some portions of the viaduct may be demolished as early as during the permanent viaduct closure.
3. The Design-Build contract will assume that every calendar day is a working day and the PARTIES will coordinate to optimize the Design-Builder's schedule, consistent with permit conditions.
4. Except as restricted by law, regulation, permits, and the noise variance obtained for the PROJECT, demolition work may proceed except for the following days:
 - 4.1.1. New Year's Eve/Day from 5:00 PM December 31 to 7:00 AM January 2.
 - 4.1.2. July 4
 - 4.1.3. Thanksgiving Day and the day after Thanksgiving
 - 4.1.4. Christmas Day
5. The PARTIES will work together to develop and review hauling route plans and schedules that will take into consideration special events, such as parades, sporting events, and miscellaneous rallies, and large public meetings or with seasonal conditions in the PROJECT area in order to optimize the completion of the PROJECT.
6. The STATE will demolish the Columbia Street on-ramp and the area will be available for transfer to the CITY's Alaskan Way Reconstruction Project no later than 137 calendar days after the physical start of demolition.

7. The STATE will provide a date(s) for turnover of the area from Pike Street to the transition structure of the Battery Street Tunnel to the CITY within sixty (60) calendar days after first notice to proceed (NTP) has been provided to the STATE's Design-Builder.
8. All dates and schedules in this section will be coordinated with STATE, CITY and other projects through the Maintenance of Mobility Task Force as described in Section 4.4.

Traffic will be maintained through the following actions:

1. The STATE will implement the permanent viaduct closure to shift SR 99 traffic into the tunnel, including maintenance of traffic plans, in coordination with the CITY and King County.
2. Construction staging west of the viaduct will be managed by the STATE's Design-Builder to allow Alaskan Way to operate at a minimum of one lane in each direction in the vicinity of active demolition. At a minimum, one thirteen (13) foot lane in each direction must be maintained to accommodate permitted, over-legal loads. An over-legal (20-foot x 20-foot box) route will be maintained on Alaskan Way/Alaskan Way S.
3. The STATE's Design-Builder's demolition staging setup will impact multiple viaduct structure spans, requiring the closure of cross streets. The closure tied to the temporary construction easements for each block will be approximately thirty (30) days including the Columbia and Seneca ramps. The following limits on cross street closures will be included in the Design-Build Contract:
 - 3.1. Egress to and across Alaskan Way from the Seattle Ferry Terminal will be maintained from Yesler Way and/or Marion Street when the terminal is operating.
 - 3.2. Ingress to the Seattle Ferry Terminal's toll plaza at Yesler Way will be maintained when the terminal is operating.
 - 3.3. Marion Street and Spring Street will not be closed at the same time.
 - 3.4. Madison Street and Columbia Street will not be closed at the same time.
4. Access will be maintained to Terminal 46 by the STATE's Design-Builder as negotiated between the STATE and Port of Seattle/Northwest Seaport Alliance.
5. During demolition, the area under the viaduct will be managed by the STATE's Design-Builder primarily for construction staging needs, with access provided for pedestrians, bikes, businesses and local vehicles where it can be safely accommodated. Traffic Control Plans will include the specific details.

6. Traffic Control Plans, approved by the CITY, will be required of the STATE's Design-Builder for each stage of construction. Pedestrian and bicycle detours and wayfinding measures will be implemented and coordinated with the CITY. Signed detour routes will not be included for closures of east/west streets between First Avenue S. and Alaskan Way S.
7. Access to businesses and residences will be maintained by the STATE's Design-Builder during construction except as negotiated by the STATE with property owners.
8. Emergency response during construction and access to the CITY's Fire Station 5 at Madison Street will be maintained by the STATE's Design-Builder and coordinated with the Seattle Fire Department.
9. Ferry pickup/drop off, ADA access and taxi service will be accommodated as close to the Seattle Ferry Terminal as reasonable. The STATE will manage ferry holding needs outside of the terminal due to terminal construction impacts, including impacts to the Alaskan Way right-of-way, in coordination with and as permitted by the CITY.
10. The STATE's Design-Builder will be allowed to close the Marion Street and Lenora Street pedestrian bridges for limited durations in close coordination with WSDOT's Ferries Division, the CITY and other agency stakeholders to minimize impacts.
11. A haul route for the PROJECT will be designated to the south, primarily using Alaskan Way S. to E. Marginal Way S. and/or First Avenue S.




Port of Seattle

EXHIBIT A-2: GENERAL SCOPE AND RESTORATION LIMITS

LEGEND:

GENERAL SCOPE AND RESTORATION LIMITS

 RESTORE TO PRE-DEMO CONDITIONS, INCLUDING IMPROVEMENTS AS IDENTIFIED WITHIN THE AGREEMENT AND ASSOCIATED EXHIBITS

DRAINAGE AND LIGHTING UNDER THE ALASKAN WAY VIADUCT

 TEMPORARY IMPROVEMENTS OF DRAINAGE AND LIGHTING TO ACCOUNT FOR REMOVAL OF THE ALASKAN WAY VIADUCT



WASHINGTON STATE FERRIES
CONTRA-FLOW ENTRY LANE
(TO BE INSTALLED BY WSF)

S. KING ST.
S. JACKSON ST.
S. MAIN ST.
S. WASHINGTON ST.

ALASKAN WAY
YESLER WAY

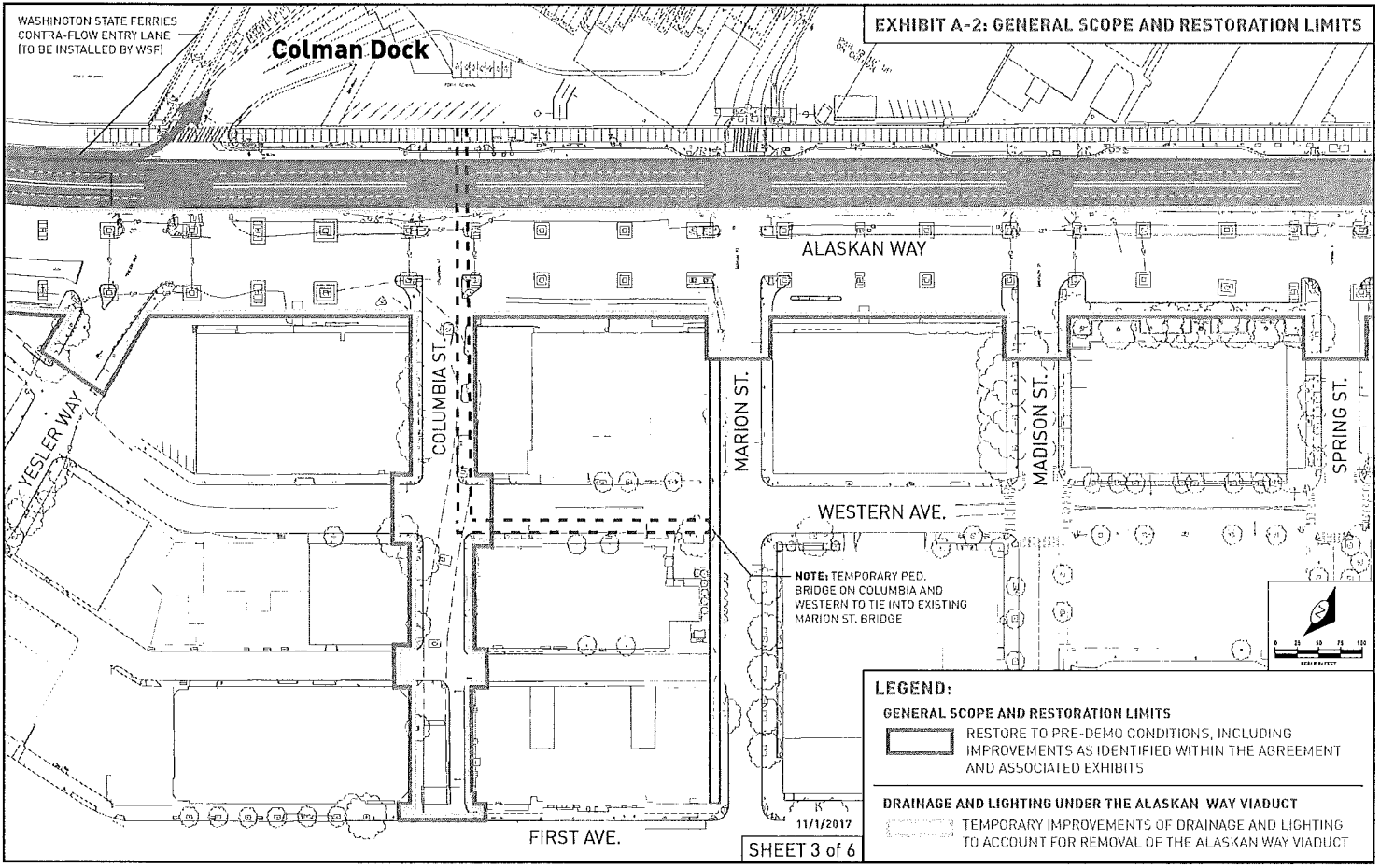
11/1/2017

SHEET 2 of 6

WASHINGTON STATE FERRIES
CONTRA-FLOW ENTRY LANE
(TO BE INSTALLED BY WSF)

Colman Dock

EXHIBIT A-2: GENERAL SCOPE AND RESTORATION LIMITS



NOTE: TEMPORARY PED.
BRIDGE ON COLUMBIA AND
WESTERN TO TIE INTO EXISTING
MARION ST. BRIDGE

LEGEND:

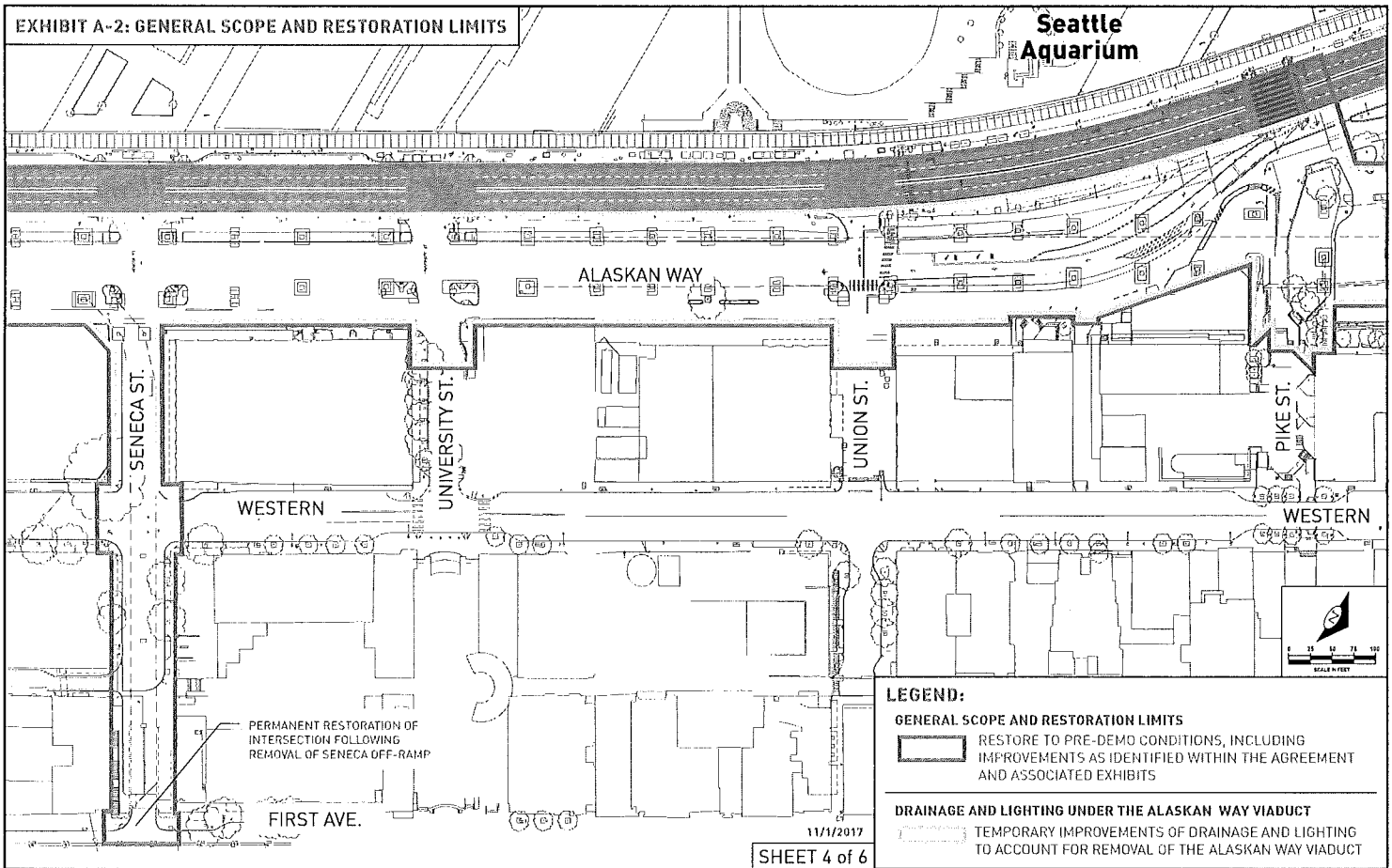
GENERAL SCOPE AND RESTORATION LIMITS
[Symbol: Dashed line] RESTORE TO PRE-DEMO CONDITIONS, INCLUDING IMPROVEMENTS AS IDENTIFIED WITHIN THE AGREEMENT AND ASSOCIATED EXHIBITS

DRAINAGE AND LIGHTING UNDER THE ALASKAN WAY VIADUCT
[Symbol: Dotted line] TEMPORARY IMPROVEMENTS OF DRAINAGE AND LIGHTING TO ACCOUNT FOR REMOVAL OF THE ALASKAN WAY VIADUCT

11/1/2017
SHEET 3 of 6

EXHIBIT A-2: GENERAL SCOPE AND RESTORATION LIMITS

**Seattle
Aquarium**



PERMANENT RESTORATION OF
INTERSECTION FOLLOWING
REMOVAL OF SENECA OFF-RAMP

FIRST AVE.

LEGEND:

GENERAL SCOPE AND RESTORATION LIMITS

RESTORE TO PRE-DEMO CONDITIONS, INCLUDING
IMPROVEMENTS AS IDENTIFIED WITHIN THE AGREEMENT
AND ASSOCIATED EXHIBITS

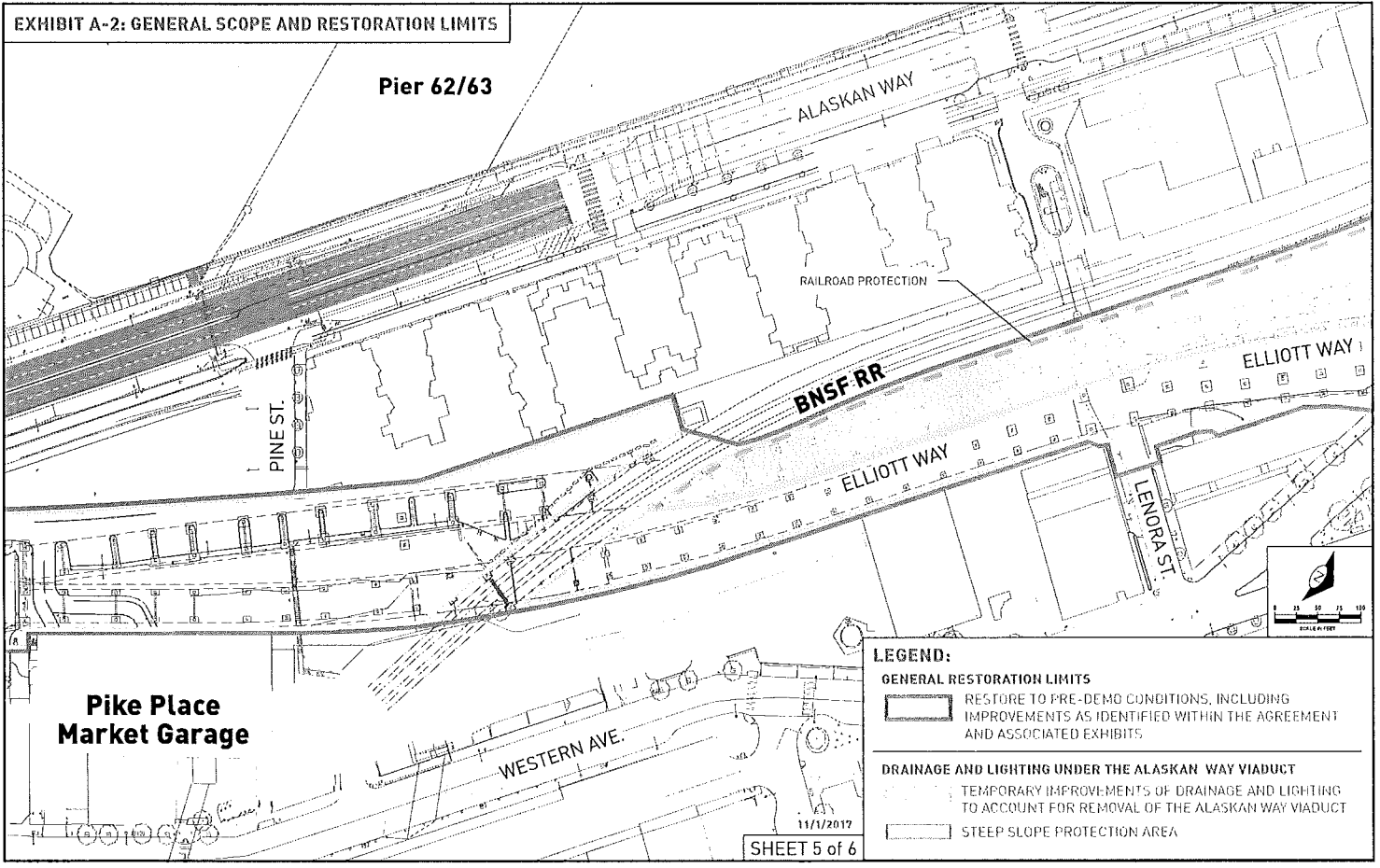
DRAINAGE AND LIGHTING UNDER THE ALASKAN WAY VIADUCT

TEMPORARY IMPROVEMENTS OF DRAINAGE AND LIGHTING
TO ACCOUNT FOR REMOVAL OF THE ALASKAN WAY VIADUCT

11/1/2017

SHEET 4 of 6

EXHIBIT A-2: GENERAL SCOPE AND RESTORATION LIMITS



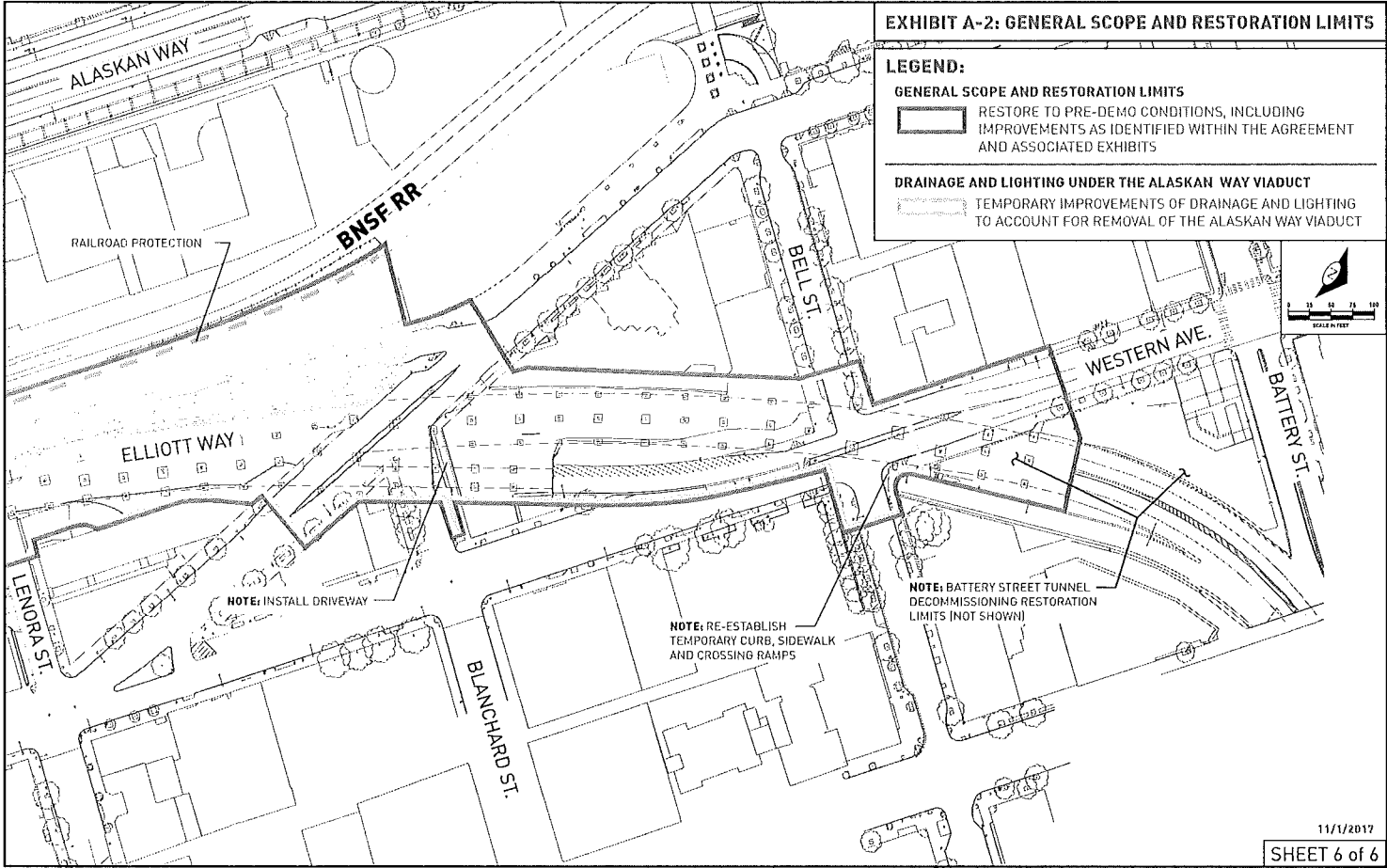
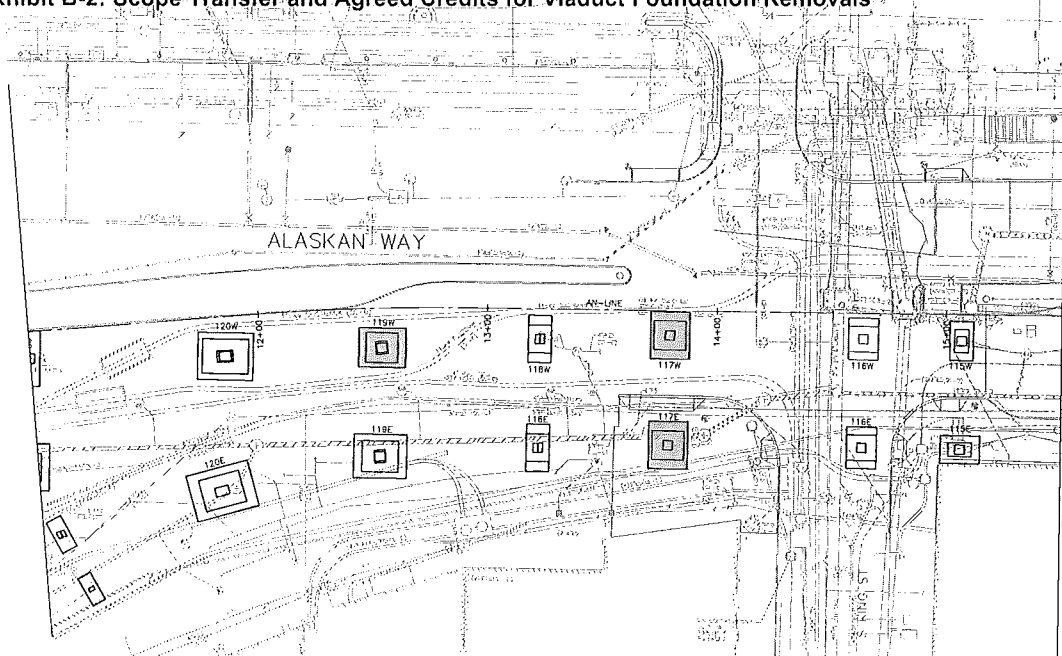


Exhibit B-1
Cost Responsibility for Viaduct Foundation Removals

	Category 1: Scope Transfer	Category 2: STATE Deferrals	Category 3: Deferral – Construction Sequencing	Category 4: Deferral - Other
	<i>Approximately 50 foundations and footings</i>	<i>Approximately 69 foundations and footings</i>	<i>Approximately 38 foundations and footings</i>	<i>Approximately 13 foundations and footings</i>
Construction – Contract Cost	STATE to transfer funds to the CITY for the value of the scope transfer, as agreed by both PARTIES.	STATE to pay actual construction costs.	55 percent of funds transferred from Category 1 to be applied to Category 3. STATE to pay remaining actual construction costs.	45 percent of funds transferred from Category 1 to be applied to Category 4. CITY to pay remaining actual construction costs.
Contract Cost Mark-Ups (mobilization, demobilization, general conditions, maintenance of traffic, etc.)	No associated cost.	STATE to pay; costs to be negotiated by the PARTIES.	STATE to pay; costs to be negotiated by the PARTIES.	CITY to pay.
Preliminary Engineering and Design Support Services During Construction	No associated cost.	STATE to pay; PARTIES to jointly define design scope and prepare owner’s estimate. CITY to negotiate design fee acceptable to STATE or STATE to assume design.	STATE to pay; PARTIES to jointly define design scope and prepare owner’s estimate. CITY to negotiate design fee acceptable to STATE or STATE to assume design.	CITY to pay; PARTIES to jointly define design scope and prepare owner’s estimate. CITY to negotiate design fee acceptable to STATE or STATE to assume design.
Construction Engineering – Construction Management Oversight	No associated cost.	STATE to pay 25% of construction contract costs.	STATE to pay 25% of construction contract costs.	CITY to pay.

Note:
See Section 5 of the AGREEMENT for the description of each category.

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



CONSTRUCTION NOTES:

① TSD

LEGEND:

- 1. WSDOT to remove to a 5' Depth
- Category 1 Scope Transfer
- Category 2 State Deferral
- Category 3 Deferral - Construction Sequencing
- Category 4 Deferral - Other

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
HANCOY LOCKE
 DEPARTMENT OF PUBLIC & ADMINISTRATIVE SERVICES
 SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED BY	DATE	REVIEWED BY	DATE
DRAWN BY	DATE	ISSUED BY	DATE
CHECKED BY	DATE	ISSUED AS BUILT	DATE

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS AND SEATTLE'S DESIGN SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN A SECTION TITLE OF THE PROJECT MANUAL.

Seattle Department of Transportation
 DISCIPLINE NO. _____ PM NO. _____
 SCALE: 1"=20'

VIADUCT FOUNDATION REMOVAL PLAN
 AN-LINE STA 11+00 TO STA 15+50
 VR01

WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

TS5766A
 R/W
 VADULT PLAN NO. 777-815
 5-683- OF XX






Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

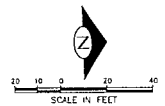
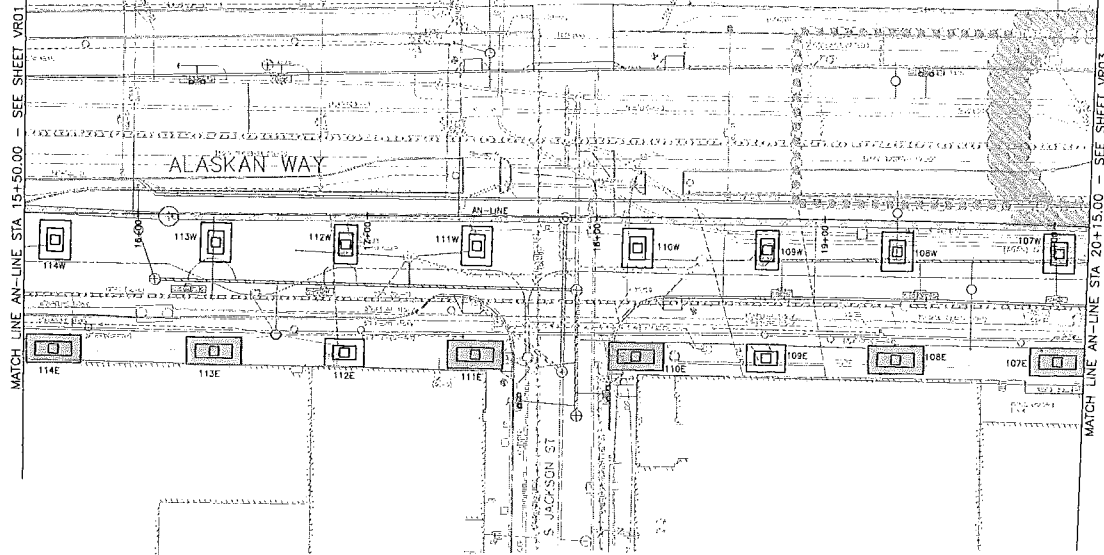
CONSTRUCTION NOTES:

180

NOTES:

LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 15+50 TO STA 20+15
VR02

90% DRAWINGS



APPROVED FOR ADVERTISING		INITIALS AND DATE	
DESIGNED BY	20/04/15	REVIEWED BY	20/04/15
CHECKED BY	20/04/15	DATE	20/04/15
DATE	20/04/15	REVISION	20/04/15
DESIGNED BY	20/04/15	REVISION	20/04/15



PROJECT NO.	TSS5766A
PROJECT NAME	WATERFRONT SEATTLE
PROJECT NAME	ALASKAN WAY-ELLIOTT WAY
PROJECT NAME	S KING ST TO BATTERY ST
PROJECT NO.	777-815
PROJECT NO.	777-815

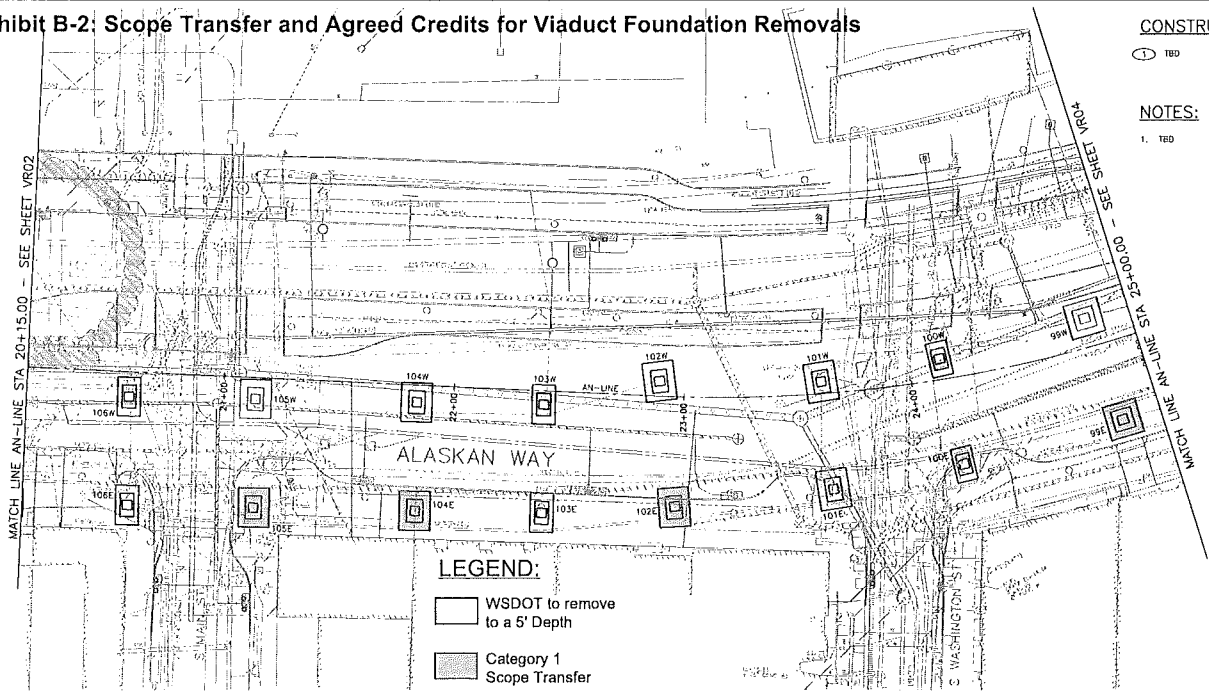
Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

CONSTRUCTION NOTES:

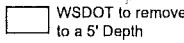
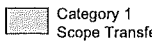
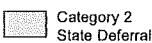
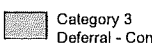
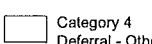
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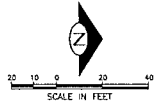
NOTES:

1. TBD



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 20+15 TO STA 25+00
VR03

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING NANCY LOCKE DEPARTMENT OF PUBLIC & ADVERTISING SERVICES SEATTLE, WASHINGTON		DATE: 03/20/15		DATE: 03/20/15	
DESIGNED BY	REVISED BY	DATE	DESCRIPTION	DATE	DESCRIPTION
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DRAWN BY	REVISED BY	DATE	DESCRIPTION	DATE	DESCRIPTION
03/20/15	03/20/15	03/20/15	ISSUED FOR PERMIT	03/20/15	ISSUED FOR PERMIT

Seattle Department of Transportation
ORDINANCE NO. 11020
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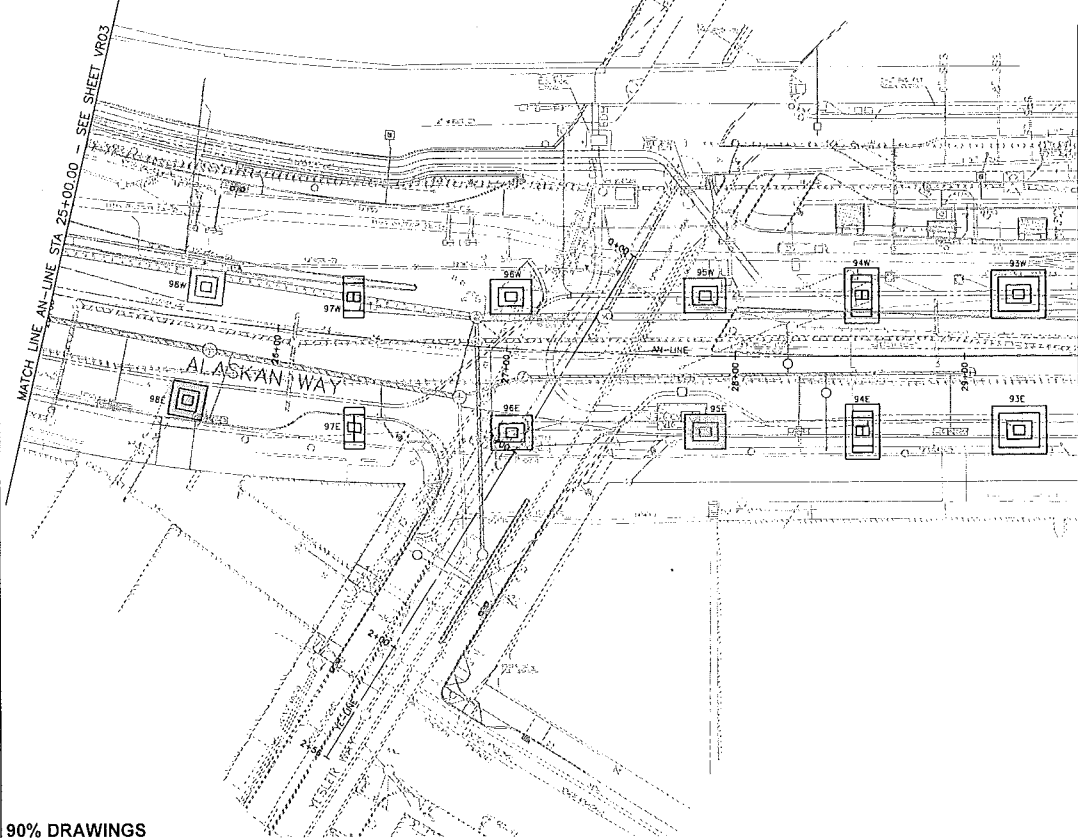
WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

PROJECT NO.	TSS5768A
PROJECT NAME	777-815
SHEET NO.	OF XX

DATE	BY	DESCRIPTION
03/20/15	NLO	ISSUED FOR PERMIT

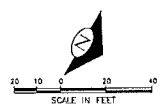


Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

- WSDOT to remove to a 5' Depth
- Category 1 Scope Transfer
- Category 2 State Deferral
- Category 3 Deferral - Construction Sequencing
- Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 25+00 TO STA 29+50
VR04

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
FRANCY LOCKE
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 98101-3200

REVISALS AND DATE		REVISIONS AND DATE	
DESIGNED BY	-----	REVISED BY	-----
DRAWN BY	-----	CHECKED BY	-----
CHECKED BY	-----	RECORDS BY	-----

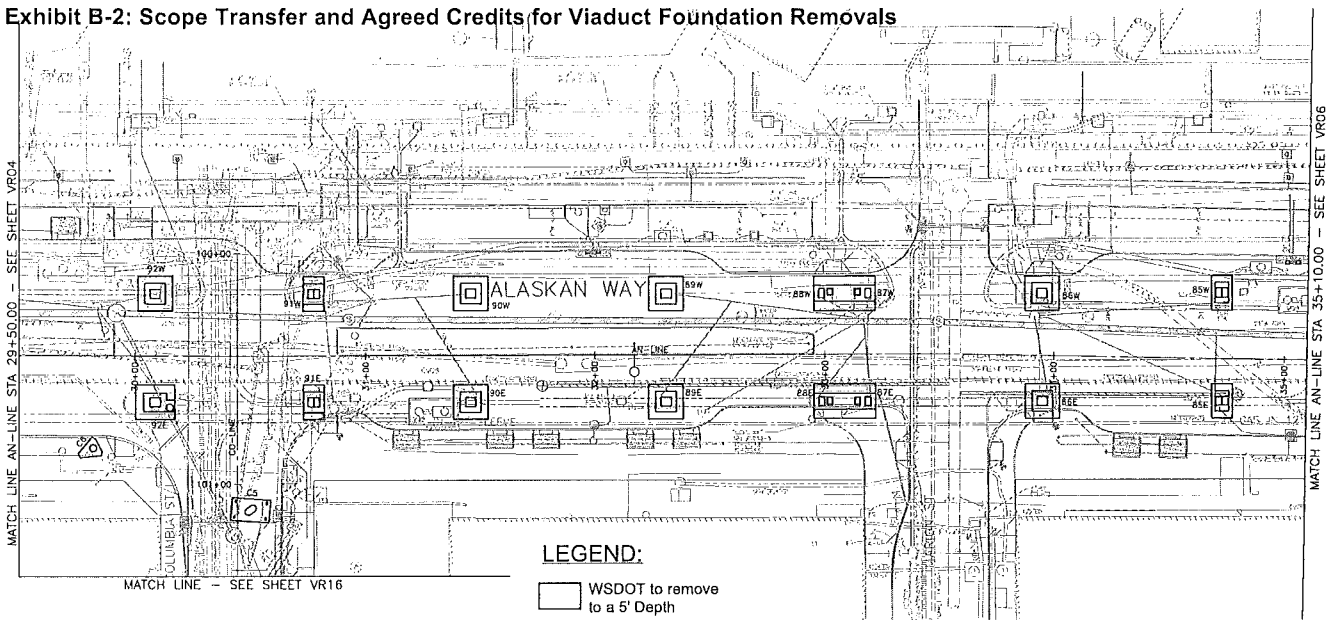
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Seattle
Department of
Transportation






DESIGNER NO. 98-101
PLANS 777-815
SCALE: 1"=20'

PROJECT NO.	155766A
DATE	7/77-815
PROJECT NAME	WATERFRONT SEATTLE ALASKAN WAY-ELLIOTT WAY S KING ST TO BATTERY ST
SHEET NO.	OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 29+50 TO STA 35+10
VR05

90% DRAWINGS

Waterfront Seattle

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NANCY LOCKE
GENERAL MANAGER
SEATTLE, WASHINGTON 20
CITY PLANNING & CONTRACTING SERVICES DIVISION

REVISED AND DATE		REVISED AND DATE	
DESIGNED BY	DATE	REVISIONS	DATE
DRAWN BY	DATE	BY	DATE
CHECKED BY	DATE	BY	DATE
IN CHARGE	DATE	BY	DATE

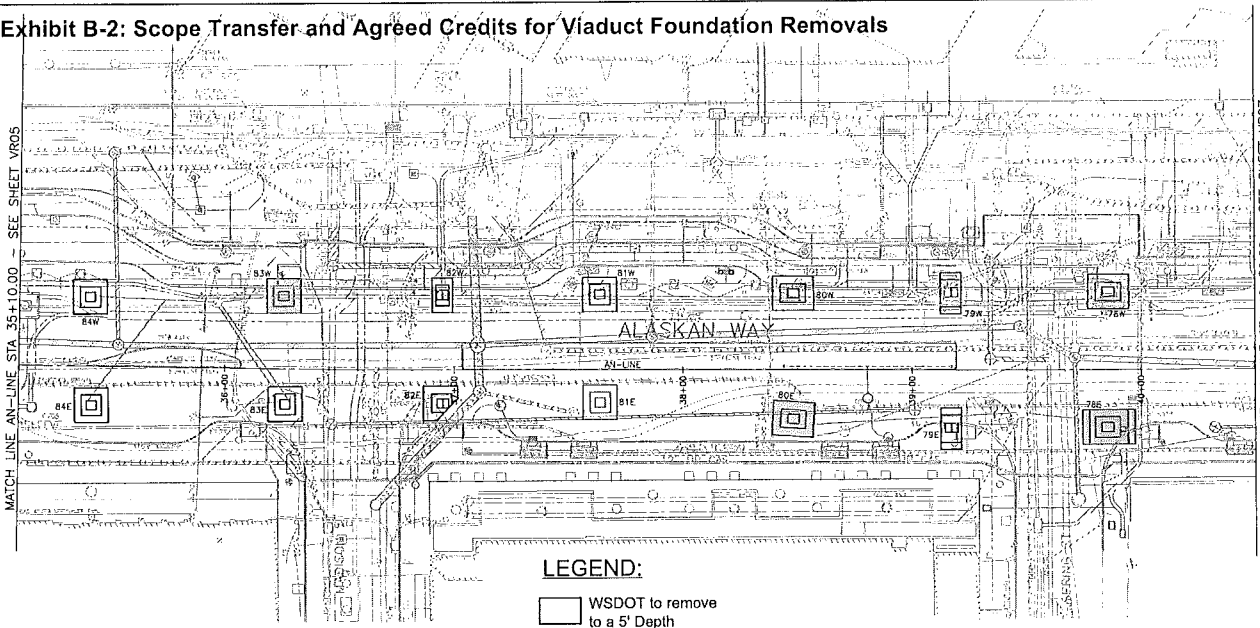
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS AND ANY OTHER SPECIFICATIONS APPLICABLE TO THIS PROJECT. SEE THE REVISIONS LIST FOR A DETAILED LIST OF ALL REVISIONS.

Seattle Department of Transportation
OPERATION NO. 1000
PLAN NO. 777-815
SCALE 1"=20'

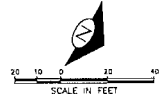
WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

PC 155766A
P/W
SD
PROJECT PLAN NO. 777-815
SHEET -- OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



- LEGEND:**
- WSDOT to remove to a 5' Depth
 - Category 1 Scope Transfer
 - Category 2 State Deferral
 - Category 3 Deferral - Construction Sequencing
 - Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 35+10 TO STA 40+50
VR06

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
BRUCEY LOOHE
DEPARTMENT OF TRANSPORTATION SERVICES
SEATTLE, WASHINGTON 20

REVISES AND DATE		ISSUES AND DATE	
DESIGNED	EA	REVISIONS	DATE
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		REVISIONS	DATE

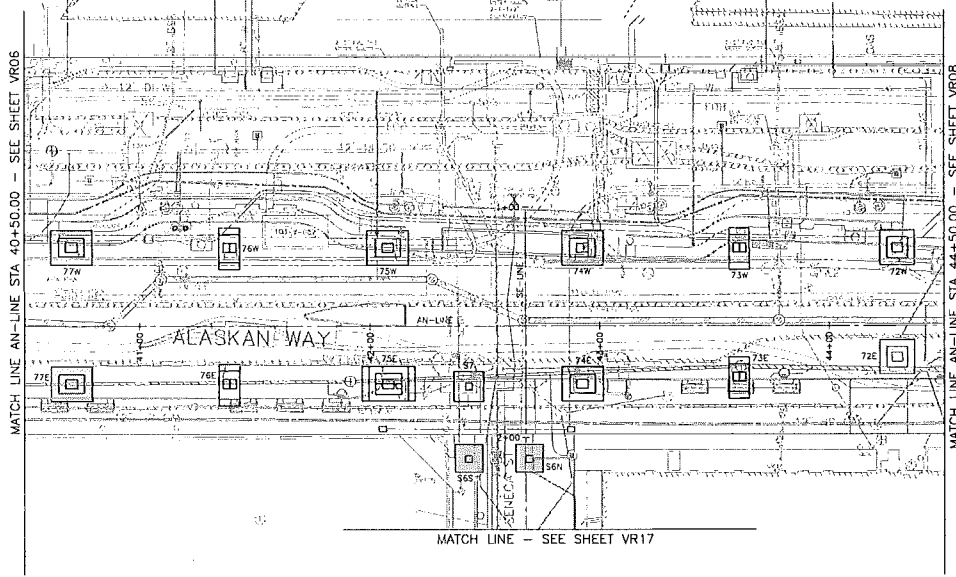
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Seattle Department of Transportation
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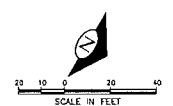
WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

PROJECT NUMBER: 777-815
SHEET: 06 OF 22

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



- LEGEND:**
-  WSDOT to remove to a 5' Depth
 -  Category 1 Scope Transfer
 -  Category 2 State Deferral
 -  Category 3 Deferral - Construction Sequencing
 -  Category 4 Deferral - Other




VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 40+50 TO STA 44+50
VR07

90% DRAWINGS



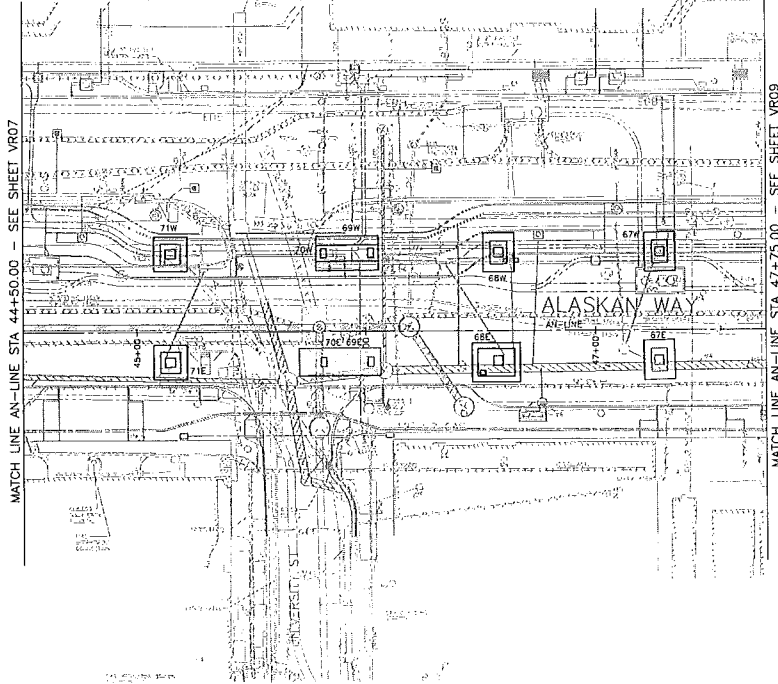
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CHECKED BY		DESIGNED BY		CHECKED BY	
DATE		DATE		DATE	

Seattle Department of Transportation







 OFFSHORE A-2
 PAGE NO.
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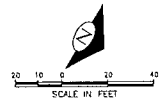
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ALASKAN WAY-ELLIOTT WAY		VIADUCT PLAN NO.	777-815
S KING ST TO BATTERY ST		SHEET NO.	OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 44+50 TO STA 47+75
VR08

90% DRAWINGS

Waterfront Seattle

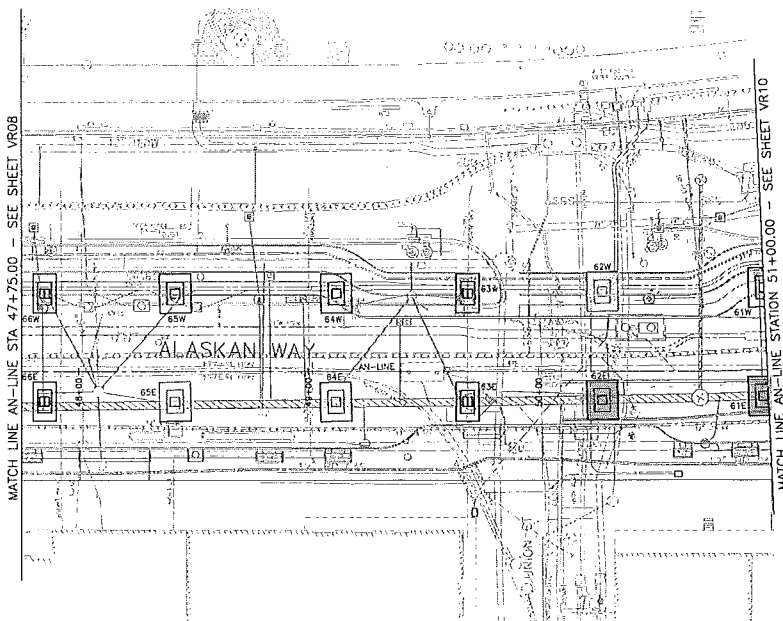
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RANCIY LOOHE		DESIGNED	REVIEWED
DEPARTMENT OF CHANGE & ADMINISTRATIVE SERVICES		DRAWN	CHECKED
SEATTLE, WASHINGTON 20		CHECKED	REVIEWED AS BUILT
BY		ALL OTHERS SHALL BE APPROVED BY THE CITY OF SEATTLE PROJECT MANAGER AND SUPERVISOR AND THEIR RESPECTIVE SUPERVISORS AND SHALL BE THE RESPONSIBILITY OF THE PROJECT MANAGER.	

Seattle Department of Transportation
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SCALE: 1"=20'






WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

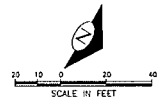
PROJECT NO.	TS5766A
DATE	12/15/15
PROJECT TITLE	777-815
SHEET NO.	OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
AN-LINE STA 47+75 TO STA 51+00
VR09

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF TRANSPORTATION SERVICES
SEATTLE, WASHINGTON 20

ENTRIES AND DATE		ENTRIES AND DATE	
DESIGNED: E4	---	REVISION:	---
CHECKED: E4	---	REV:	---
DRAWN: JA	---	SEC:	---
DESIGNED: E4	---	REVISED:	---
	---	REVISED DATE:	---

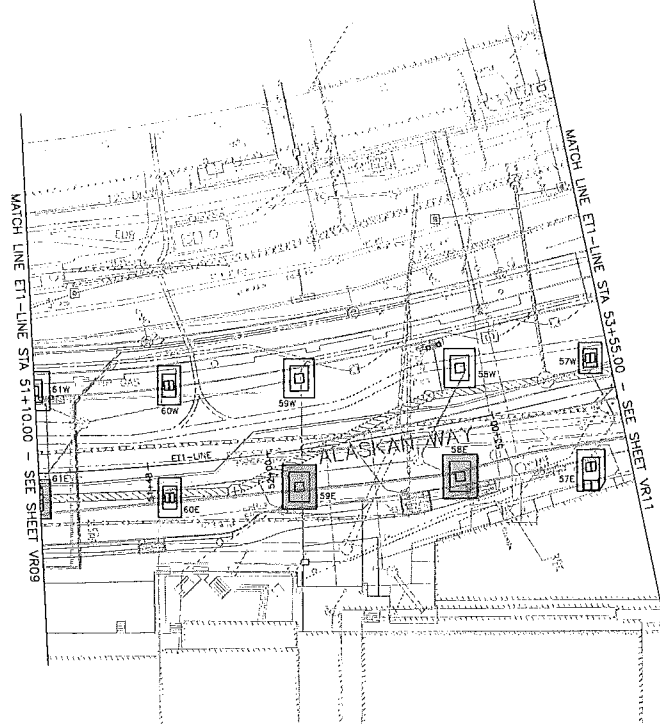
ALL THE SHALL BE USED IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS AND THE CITY OF SEATTLE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS.

 Seattle Department of Transportation
ORDINANCE NO. 13
REV. NO. 17-27






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ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

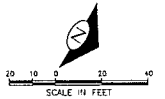
1555766A
R/W
CO
PROJECT PLAN NO.
777-815
SHEETS --- OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
ET1-LINE STA 51+00 TO STA 53+55
VR10

90% DRAWINGS

Waterfront Seattle

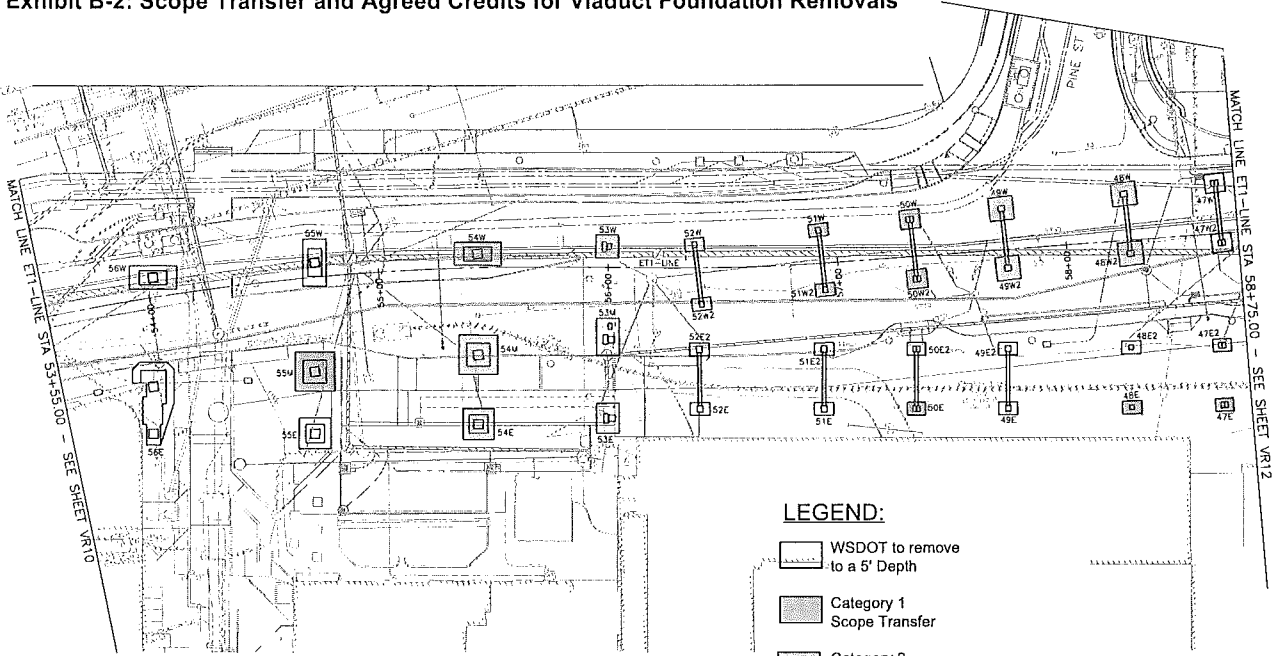
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NANCY LOCKE
DEPARTMENT OF PUBLIC & COMMUNITY SERVICES
SEATTLE, WASHINGTON 98101-3200

INITIALS AND DATE		INITIALS AND DATE	
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DRAWN BY	---	CHECKED	---
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DATE	---	REVISED AS DATE	---

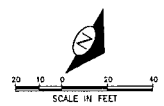
Seattle Department of Transportation
TRANSPORTATION
PLANS
SCALE: 1"=20'

WATERFRONT SEATTLE		PROJECT NO.	TS5766A
ALASKAN WAY-ELLIOTT WAY		VIADUCT PLAN NO.	777-B15
S KING ST TO BATTERY ST		SHEET	--- OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



- LEGEND:**
- WSDOT to remove to a 5' Depth
 - Category 1 Scope Transfer
 - Category 2 State Deferral
 - Category 3 Deferral - Construction Sequencing
 - Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
ET1-LINE STA 53+55 TO STA 58+75
VR11

90% DRAWINGS

Waterfront Seattle

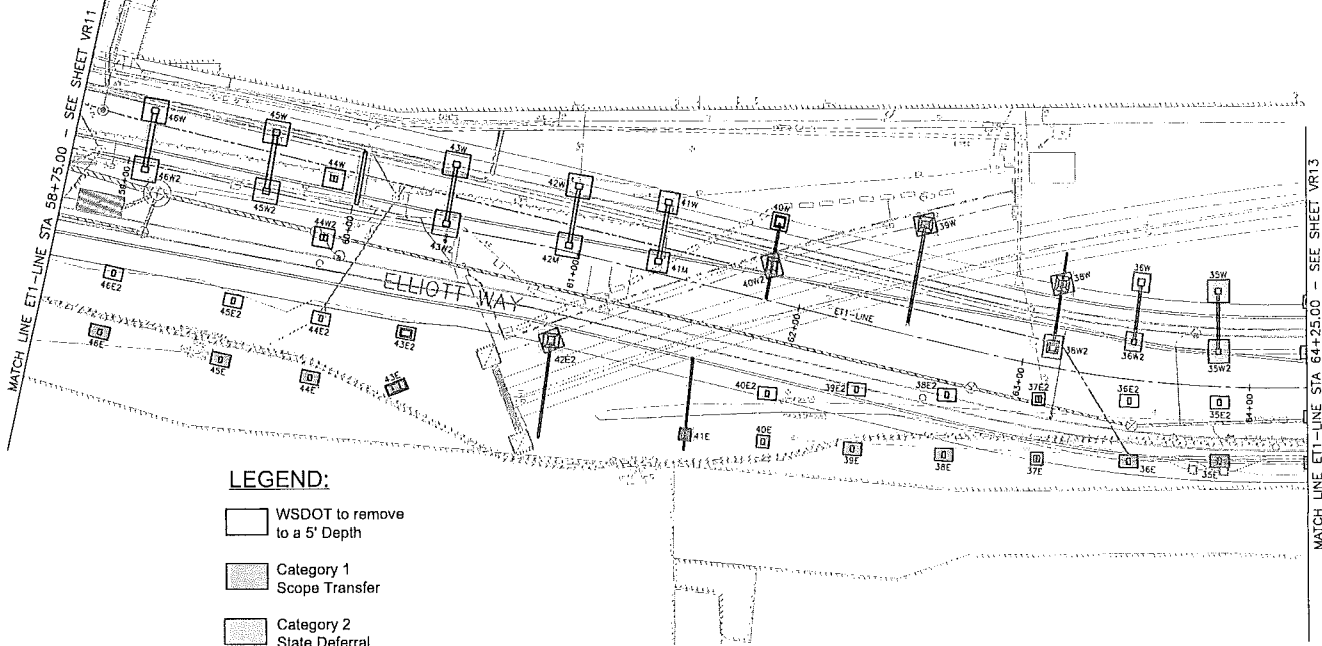
APPROVED FOR ADVERTISING
NANCY LOCKE
SEATTLE, WASHINGTON 20

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CHECKED EA	-----	SEC	FIELD WORK
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CHECKED EA	-----	REVIEWED AS N/A	

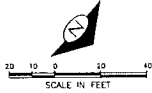
Seattle Department of Transportation
DRAWING NO. 777-815
SCALE: 1"=20'

WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST
TSS5768A
777-815
SHEET -- OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



- LEGEND:**
- WSDOT to remove to a 5' Depth
 - Category 1 Scope Transfer
 - Category 2 State Deferral
 - Category 3 Deferral - Construction Sequencing
 - Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
ET1-LINE STA 58+75 TO STA 64+25
VR12

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING FRANCY LOGIE DEPARTMENT OF PUBLIC & ADMINISTRATIVE SERVICES SEATTLE, WASHINGTON 20		INITIALS AND DATE		INITIALS AND DATE	
DESIGNED BY	-----	REVISED BY	-----	DESIGNED BY	-----
CHECKED BY	-----	REVISED BY	-----	CHECKED BY	-----
DRAWN BY	-----	REVISED BY	-----	DRAWN BY	-----
CHECKED BY	-----	REVISED BY	-----	CHECKED BY	-----

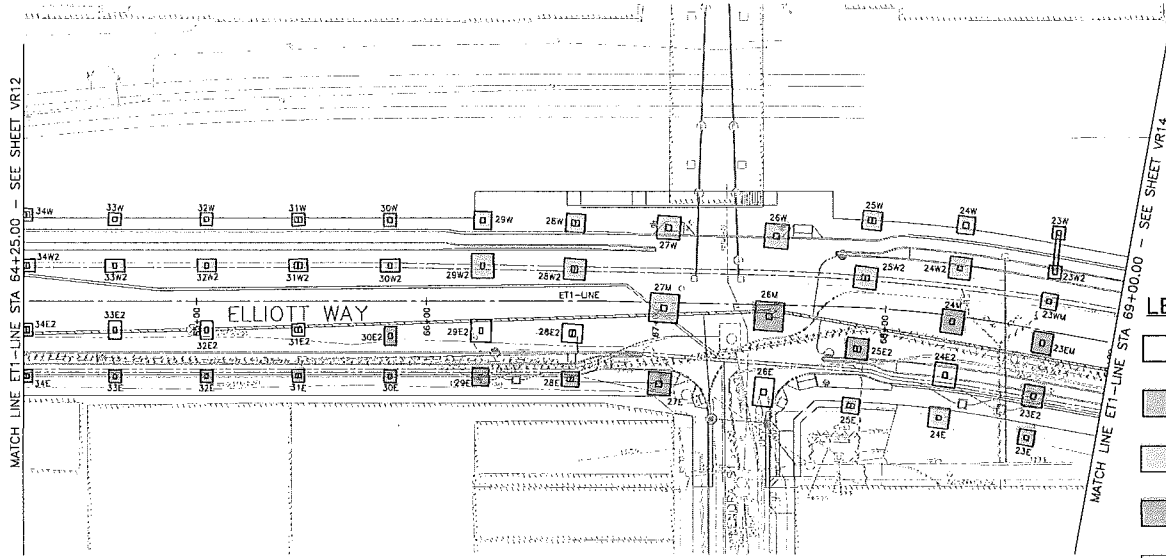
BY: ET1 PURCHASER & CONTRACTING SERVICES DIRECTOR

Seattle Department of Transportation






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PAGE NO. _____
SCALE: 1"=20'

WATERFRONT SEATTLE		TS5786A
ALASKAN WAY-ELLIOTT WAY		777-815
S KING ST TO BATTERY ST		OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other

VIADUCT FOUNDATION REMOVAL PLAN
 ET1-LINE STA 64+25 TO STA 69+00
 VR13

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
 NANCY LOCKE
 DEPARTMENT OF TRANSPORTATION SERVICES
 SEATTLE, WASHINGTON 00

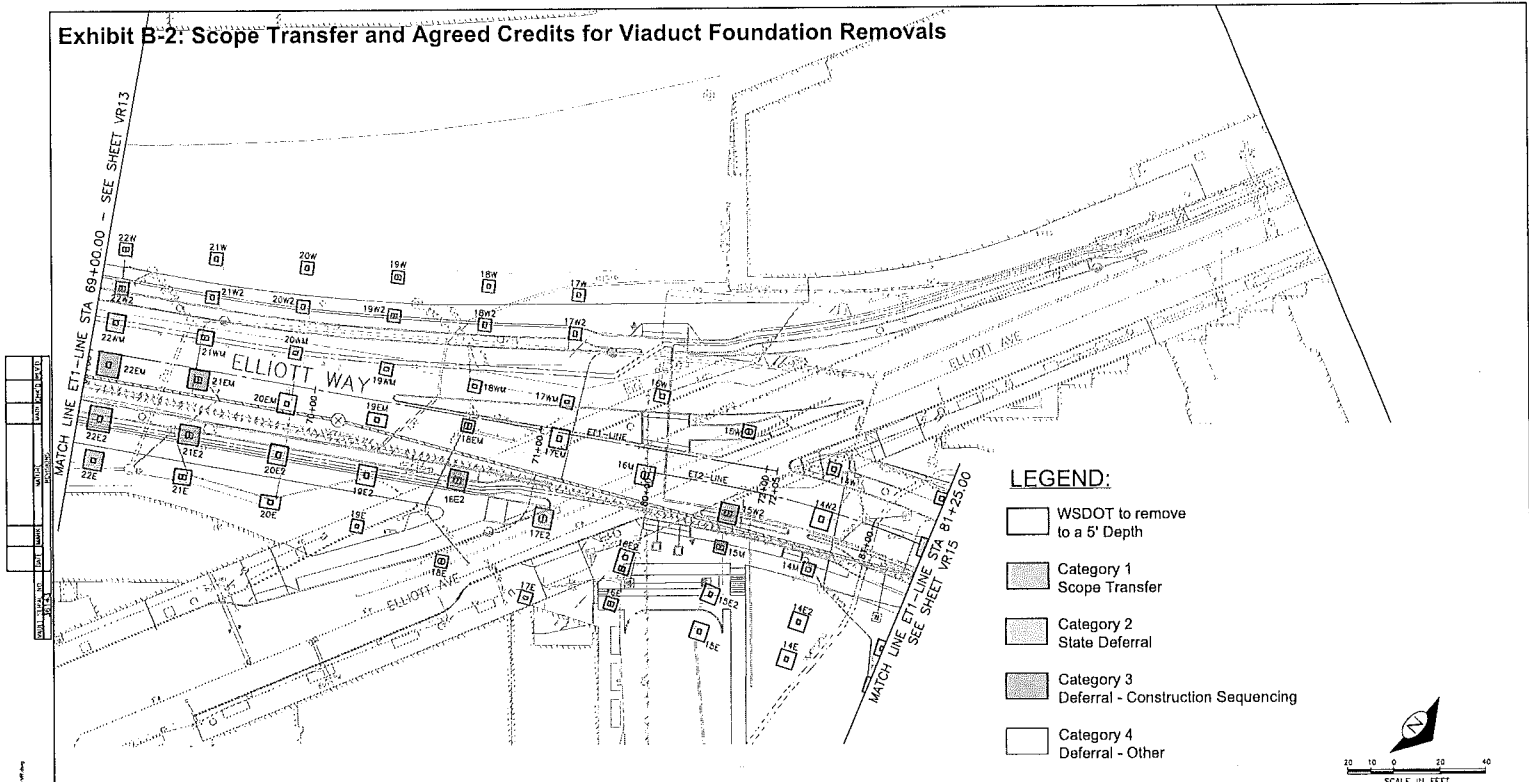
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CHECKED BY	DATE	APPROVED BY	DATE
DRAWN BY	DATE	PROJECT AS BUILT	DATE
CHECKED BY	DATE		






 **Seattle Department of Transportation**
 ORDINANCE NO. _____ PW NO. _____
 FUND _____
 SCALE: 1"=20'

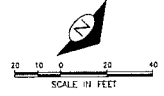
WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

TS5766A
 R/W
 CO
 PROJECT FILE NO. 777-815
 SHEET -- OF XX

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



- LEGEND:**
-  WSDOT to remove to a 5' Depth
 -  Category 1 Scope Transfer
 -  Category 2 State Deferral
 -  Category 3 Deferral - Construction Sequencing
 -  Category 4 Deferral - Other



90% DRAWINGS








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ARTIFACTS AND DATE	PATHS AND DATE															
DESIGNED: EH	REVISIONS: EH															
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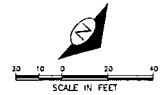
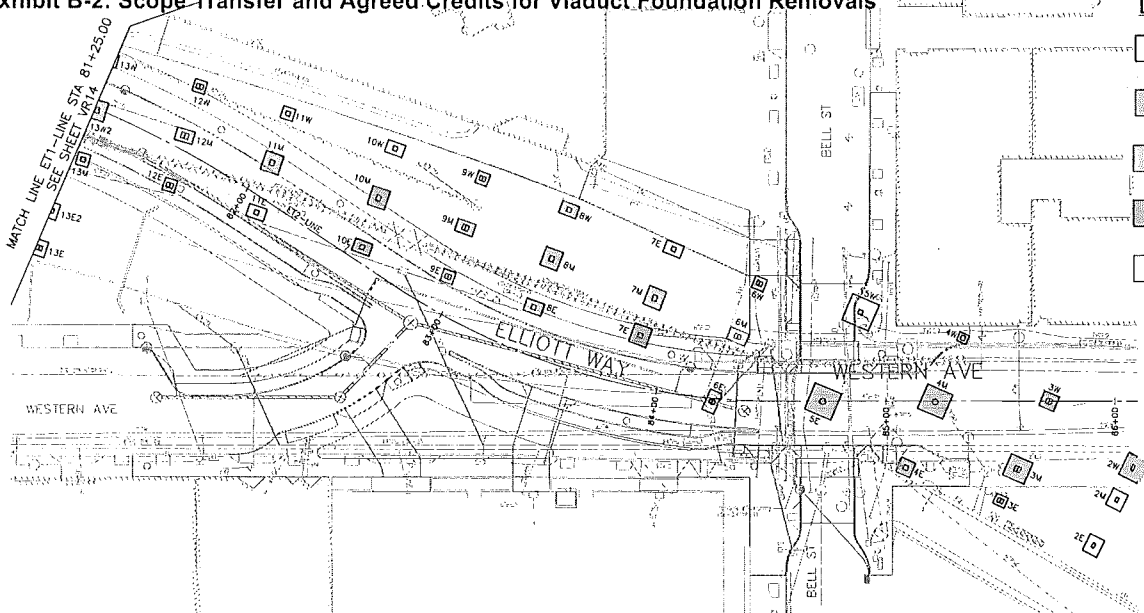


VIADUCT FOUNDATION REMOVAL PLAN ET1-LINE STA 69+00 TO STA 81+25 VR14		<table border="1"> <tr> <td>PROJECT NO.</td> <td>TSS768A</td> </tr> <tr> <td>DATE</td> <td>8/1/00</td> </tr> <tr> <td>PROJECT NAME</td> <td>777-B15</td> </tr> <tr> <td>SHEET NO.</td> <td>OF XX</td> </tr> </table>	PROJECT NO.	TSS768A	DATE	8/1/00	PROJECT NAME	777-B15	SHEET NO.	OF XX
PROJECT NO.	TSS768A									
DATE	8/1/00									
PROJECT NAME	777-B15									
SHEET NO.	OF XX									

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
ET1-LINE STA 81+25 TO STA 86+10
VR15

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
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SENIOR VICE OF PLANNING & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 23

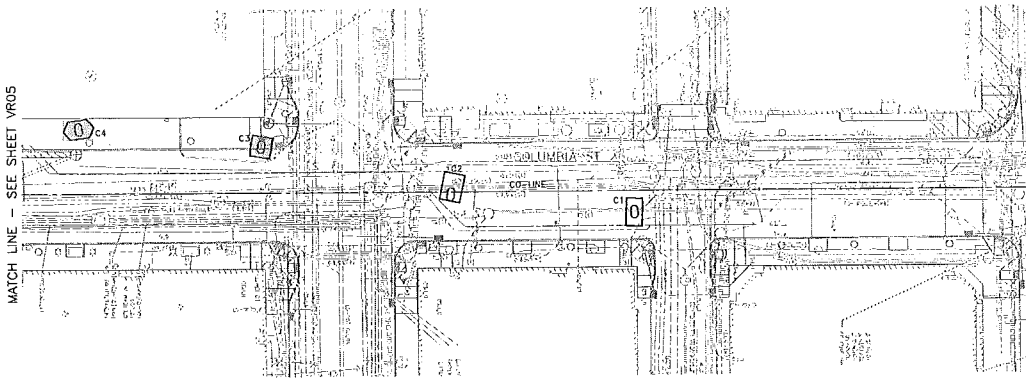
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DRAWN: A	DATE: 04/11/11	REVISIONS: NONE	DATE: 04/11/11
CHECKED: EA	DATE: 04/11/11	REVISIONS: NONE	DATE: 04/11/11

Seattle Department of Transportation
OPERATION NO. PV NO.
FILE NO. SCALE: 1"=20'






WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

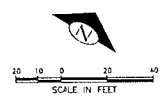
PROJECT NO. 155766A
SHEET NO. 15 OF 20
DATE: 04/11/11

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
COLUMBIA ST.
VR16

90% DRAWINGS



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NANCY LOCKE
DEPARTMENT OF PUBLIC & ADMINISTRATIVE SERVICES
SEATTLE, WASHINGTON 20

DETAILS AND DATE		REVISED AND DATE	
DESIGNED BY	DATE	REVISION	DATE
DRAWN BY	DATE	REVISION	DATE
CHECKED BY	DATE	REVISION	DATE

Seattle Department of Transportation
DRAWING NO. _____
PAGE _____
SCALE: 1"=20'

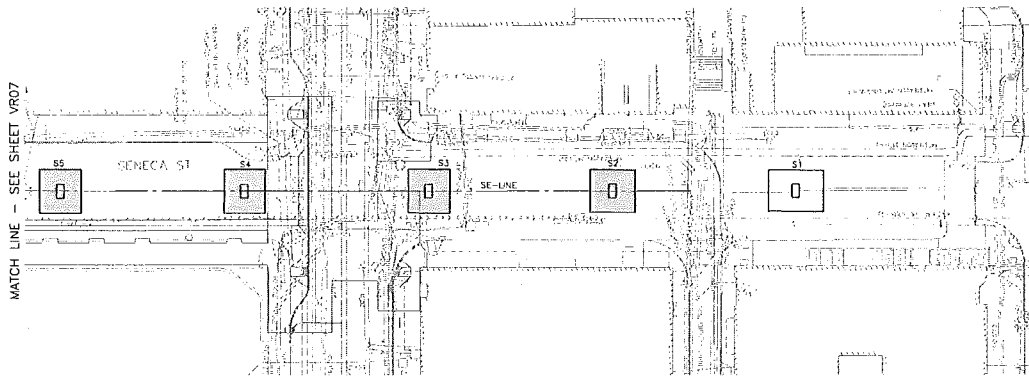
WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

PROJECT NO.	TSS5766A
DATE	7/77-8/18
SCALE	OF XX






DATE	BY	REVISION

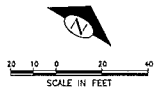


Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals



LEGEND:

-  WSDOT to remove to a 5' Depth
-  Category 1 Scope Transfer
-  Category 2 State Deferral
-  Category 3 Deferral - Construction Sequencing
-  Category 4 Deferral - Other



VIADUCT FOUNDATION REMOVAL PLAN
SENECA ST.
VR17

90% DRAWINGS

Waterfront Seattle

APPROVED FOR ADVERTISING
NANCY LOCKE
DEPARTMENT OF PUBLIC & COMMUNITY SERVICES
SEATTLE, WASHINGTON 20

INITIALS AND DATE		INITIALS AND DATE	
DESIGNED BY	----	REVIEWED	----
CHECKED BY	----	SCALE	----
DRAWN BY	----	DATE	----
INCHES BY	----	PROJECT	----
		REVISED AS BUILT	

ALL WORK SHALL BE MADE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD SPECIFICATIONS AND THE CITY ENGINEER SHALL BE IN A POSITION TO SIGN OFF ON THE PROJECT.

Seattle Department of Transportation
OFFICE NO. _____ PW NO. _____
PLANS _____
SCALE: 1"=30'

WATERFRONT SEATTLE
ALASKAN WAY-ELLIOTT WAY
S KING ST TO BATTERY ST

PC T55766A
PW
CD
PROJECT PLAN NO. 777-815
SHEET --- OF XX

COLUMN NUMBER	DEPTH TO TOP OF FOOTING	Removal Depth During Viaduct Demo	Deferred depth	Total Depth of Removal	Total Value of Credit Using Agreed Value	Category 1 Scope Transfer	Category 2 State Deferrals	Category 3 Deferral - Construction Sequencing	Category 4 Deferral - Other
119W	4	4	0	4	8,033.69	1	0	0	0
117E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
117W	4	4	0	4	8,033.69	1	0	0	0

King Street

116W	4	4	1	5	-	0	0	0	1
114E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
113E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
111E	4	4	0	4	8,033.69	1	0	0	0
110E	4	4	0	4	8,033.69	1	0	0	0
108E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
107E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
105W	4	4	1	5	-	0	0	0	1
105E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
104E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
102E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
99W	4	4	1	5	-	0	0	0	1
99E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
98W	4	4	1	5	-	0	0	0	1
98E	4.2	4.2	0	4.2	8,033.69	1	0	0	0
95E	4.7	4.7	0.3	5	-	0	1	0	0
83W	4.8	4.8	0.2	5	-	0	1	0	0
81E	4.2	4.2	0.8	5	-	0	0	0	1
80E	4.7	4.7	0.3	5	-	0	1	0	0
78E	4.7	4.7	0	4.7	8,033.69	1	0	0	0
77E	4.7	4.7	0.3	5	-	0	1	0	0
72E	4	4	1	5	-	0	0	0	1
70E69E	3.25	3.25	1.75	5	-	0	0	0	2
67E	4	4	1	5	-	0	0	0	1
65E	4	4	1	5	-	0	0	0	1
64E	4	4	1	5	-	0	0	0	1
62W	3.6	3.6	1.4	5	-	0	0	0	1
62E	4	4	1	5	-	0	0	1	0
61E	4	4	1	5	-	0	0	1	0
59E	4	4	1	5	-	0	0	1	0
58E	4	4	1	5	-	0	0	1	0
55M	7.8	3	2	5	-	0	0	1	0
54W	3.9	3	2	5	-	0	1	0	0
54M	4.8	3	2	5	-	0	1	0	0
54E	4.8	4.8	0.2	5	-	0	1	0	0

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

COLUMN NUMBER	DEPTH TO TOP OF FOOTING	Removal Depth During Viaduct Demo	Deferred depth	Total Depth of Removal	Total Value of Credit Using Agreed Value	Category 1 Scope Transfer	Category 2 State Deferrals	Category 3 Deferral - Construction Sequencing	Category 4 Deferral - Other
53W	6.39	3	2	5	-	0	1	0	0
52W	4.96	3	2	5	-	0	1	0	0
51W	3.17	3.17	0	3.17	8,033.69	1	0	0	0
51W2	3.57	3.57	0	3.57	8,033.69	1	0	0	0
50W	12.66	3	0	3	8,667.53	1	0	0	0
50W2	13.56	3	0	3	8,667.53	1	0	0	0
50E	0.93	0.93	4.07	5	-	0	0	1	0
49W	13.06	3	2	5	-	0	1	0	0
49W2	14.46	3	2	5	-	0	1	0	0
48W	13.4	3	2	5	-	0	1	0	0
48W2	14.4	3	2	5	-	0	1	0	0
48E	0.8	0.8	4.2	5	-	0	0	1	0
47E	2.84	2.84	2.16	5	-	0	0	1	0
46E	2.74	2.74	2.26	5	-	0	0	1	0
45E	1.34	1.34	3.66	5	-	0	0	1	0
44E	5.54	3	2	5	-	0	0	1	0
43E	2.34	2.34	2.66	5	-	0	0	1	0
42E2	5.4	0	0	0	15,610.89	1	0	0	0
42E	WALL				-	0	0	0	0
41E2	WALL				-	0	0	0	0
40W2	-3.7	0	0	0	8,033.69	1	0	0	0
40E	6.32	3	2	5	-	0	1	0	0
39W	3.3	0	0	0	23,644.58	1	0	0	0
39E	5.6	3	2	5	-	0	0	1	0
38E	5.36	3	2	5	-	0	0	1	0
38W	4.3	0	5	5	-	0	1	0	0
38W2	9.3	0	5	5	-	0	1	0	0
37E	7.07	3	2	5	-	0	0	1	0
36W	11.95	0	5	5	-	0	1	0	0
36W2	11.95	0	5	5	-	0	1	0	0
36E	4.42	3	2	5	-	0	0	1	0
35W	10.6	0	5	5	-	0	1	0	0
35W2	15.1	0	5	5	-	0	1	0	0
35E	6.07	3	2	5	-	0	0	1	0
34W	11.8	0	5	5	-	0	1	0	0
34W2	17.3	0	5	5	-	0	1	0	0
34E	5.67	3	2	5	-	0	0	1	0
33W	16.05	0	5	5	-	0	1	0	0
33W2	11.98	0	5	5	-	0	1	0	0

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

COLUMN NUMBER	DEPTH TO TOP OF FOOTING	Removal Depth During Viaduct Demo	Deferred depth	Total Depth of Removal	Total Value of Credit Using Agreed Value	Category 1 Scope Transfer	Category 2 State Deferrals	Category 3 Deferral - Construction Sequencing	Category 4 Deferral - Other
33E	6.56	3	2	5	-	0	0	1	0
32W	14.05	0	5	5	-	0	1	0	0
32W2	13.7	0	5	5	-	0	1	0	0
32E	7.72	3	2	5	-	0	0	1	0
31W	8.36	0	5	5	-	0	1	0	0
31W2	12.05	0	5	5	-	0	1	0	0
31E	6.09	3	2	5	-	0	0	1	0
30W	10.57	0	5	5	-	0	1	0	0
30W2	14.62	0	5	5	-	0	1	0	0
30E2	7.53	3	2	5	-	0	0	1	0
30E	7.63	3	2	5	-	0	0	1	0
29W	9.34	0	5	5	-	0	1	0	0
29W2	13.17	0	5	5	-	0	1	0	0
29E	6.74	3	2	5	-	0	0	1	0
28W	6.58	0	5	5	-	0	1	0	0
28W2	11	0	5	5	-	0	1	0	0
28E	8.1	3	2	5	-	0	0	1	0
27W	2.58	0	5	5	-	0	1	0	0
27M	9.8	0	5	5	-	0	1	0	0
27E	4.44	3	2	5	-	0	0	1	0
26W	11.8	0	5	5	-	0	1	0	0
26M	9.2	3	2	5	-	0	0	1	0
25W	9.85	0	5	5	-	0	1	0	0
25W2	11.21	0	5	5	-	0	1	0	0
25E2	5.57	3	2	5	-	0	0	1	0
25E	5.6	3	2	5	-	0	1	0	0
24W	2.65	0	5	5	-	0	1	0	0
24W2	6.01	0	5	5	-	0	1	0	0
24M	6.2	3	2	5	-	0	0	1	0
24E	5.23	0	5	5	-	0	1	0	0
23W	4.6	0	5	5	-	0	1	0	0
23W2	1.1	0	5	5	-	0	1	0	0
23WM	5.17	0	5	5	-	0	1	0	0
23EM	5.42	3	2	5	-	0	0	1	0
23E2	4.79	3	0	3	16,701.22	1	0	0	0
23E	5.1	3	0	3	8,667.53	1	0	0	0
22W	3.26	0	5	5	-	0	1	0	0
22W2	4.33	0	5	5	-	0	1	0	0
22WM	6.74	0	5	5	-	0	1	0	0

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

COLUMN NUMBER	DEPTH TO TOP OF FOOTING	Removal Depth During Viaduct Demo	Deferred depth	Total Depth of Removal	Total Value of Credit Using Agreed Value	Category 1 Scope Transfer	Category 2 State Deferrals	Category 3 Deferral - Construction Sequencing	Category 4 Deferral - Other
22EM	6.85	3	2	5	-	0	0	1	0
22E2	5.13	3	0	3	8,667.53	1	0	0	0
22E	4.16	4.16	0	4.16	8,033.69	1	0	0	0
21W	5.7	0	5	5	-	0	1	0	0
21W2	2.7	0	5	5	-	0	1	0	0
21WM	6.19	0	5	5	-	0	1	0	0
21EM	6.44	3	2	5	-	0	0	1	0
21E2	5.98	3	0	3	8,667.53	1	0	0	0
20W	3.11	0	5	5	-	0	1	0	0
20W2	2.41	0	5	5	-	0	1	0	0
20WM	5.51	0	5	5	-	0	1	0	0
19W	3.26	0	5	5	-	0	1	0	0
19W2	3.76	0	5	5	-	0	1	0	0
19WM	9.08	0	5	5	-	0	1	0	0
18W	4.72	0	5	5	-	0	1	0	0
18W2	5.12	0	5	5	-	0	1	0	0
18WM	7.55	0	5	5	-	0	1	0	0
18E2	4.03	3	2	5	-	0	0	1	0
17W	2.92	0	5	5	-	0	1	0	0
17W2	4.42	0	5	5	-	0	1	0	0
17WM	0.42	0	5	5	-	0	1	0	0
17E2	8.42	3	2	5	-	0	1	0	0
17E	7.67	3	2	5	-	0	1	0	0
16E	5.94	3	0	3	8,667.53	1	0	0	0
15W2	8.22	3	2	5	-	0	0	1	0
15M	5.8	3	2	5	-	0	0	1	0
14M	5.7	3	0	3	8,667.53	1	0	0	0
13W2	6.55	3	0	3	8,667.53	1	0	0	0
12M	10.25	3	0	3	8,667.53	1	0	0	0
11M	9.8	4	0	4	8,667.53	1	0	0	0
10M	2.1	0	5	5	-	0	0	1	0
10E	4.1	0	5	5	-	0	0	1	0
9W	5	4	0	4	8,667.53	1	0	0	0
9M	1.8	1.8	0	1.8	8,033.69	1	0	0	0
9E	5.3	3	2	5	-	0	1	0	0
8W	4.3	4.3	0	4.3	8,033.69	1	0	0	0
8M	5	3	0	3	8,667.53	1	0	0	0
8E	3.3	3.3	1.7	5	-	0	1	0	0
7M	2.6	2.6	2.4	5	-	0	1	0	0

Exhibit B-2: Scope Transfer and Agreed Credits for Viaduct Foundation Removals

COLUMN NUMBER	DEPTH TO TOP OF FOOTING	Removal Depth During Viaduct Demo	Deferred depth	Total Depth of Removal	Total Value of Credit Using Agreed Value	Category 1 Scope Transfer	Category 2 State Deferrals	Category 3 Deferral - Construction Sequencing	Category 4 Deferral - Other
7E	1.79	1.79	3.21	5	-	0	0	1	0
6M	2.28	3	2	5	-	0	0	0	1
5E	2.95	2.95	0	2.95	8,033.69	1	0	0	0
North of Blanchard									
4M	2.99	2.99	0	2.99	8,033.69	1	0	0	0
4E	2.93	2.93	0	2.93	8,033.69	1	0	0	0
3W	3.75	3.75	0	3.75	8,033.69	1	0	0	0
3M	4.51	4.51	0	4.51	8,033.69	1	0	0	0
2W	2.92	2.92	0	2.92	8,033.69	1	0	0	0
Columbia Street									
C3	3.2	3.2	0	3.2	8,033.69	1	0	0	0
C4	2.84	2.84	0	2.84	8,033.69	1	0	0	0
Seneca Street									
S2	3.25	3.25	0	3.25	8,033.69	1	0	0	0
S3	3.9	3.9	0	3.9	8,033.69	1	0	0	0
S4	2.55	2.55	0	2.55	8,033.69	1	0	0	0
S5	3.3	3.3	0	3.3	8,033.69	1	0	0	0
S6S	3.1	3.1	0	3.1	8,033.69	1	0	0	0
S6N	3.1	3.1	0	3.1	8,033.69	1	0	0	0
					441,146	50	69	38	13

Exhibit B-3
Cost Responsibility for Alaskan Way Shift

The STATE and City will execute a Task Order as allowed under this AGREEMENT to share the costs for shifting Alaskan Way to the west side of the existing Alaskan Way Viaduct prior to demolition according to the following terms:

- The CITY agrees to a maximum contribution of \$1,000,000, which will be made up of a maximum \$900,000 funding contribution and up to \$100,000 in CITY-furnished equipment and services. The STATE will pay for the remaining costs.
- The STATE agrees that if the actual design and construction cost to shift Alaskan Way is less than \$1,956,000, the CITY's funding contribution will be capped at 46 percent of the actual cost and the \$900,000 in funding reduced accordingly. The CITY-furnished equipment and services will remain the same.

Exhibit C
Vibration Mitigation and Monitoring Plan Requirements

The purpose of the Vibration Mitigation and Monitoring Plan (the Plan) is for the Design-Builder to demonstrate that the utilities vibration criteria limits in TR 2.27, Construction and Vibration Monitoring Program will not be exceeded with the proposed means and methods of demolition. The protocol that shall be followed by the Design-Builder shall include the following:

1. Identify the means and methods of demolition – On a scaled plan, specify the location of the equipment and demolition activities that will be used by the Design-Builder within the demolition work zone. The plan shall also include all the utility locations.
2. Conduct vibration propagation tests to be used in calculating the location and magnitude of vibration in the monitoring plan – To measure the ground attenuation of the vibration generated during demolition conduct surface propagation testing throughout the demolition work zone. A 50 lbs. drop hammer shall be used to incite vibration along the ground. The accelerometers used to measure the force of the drop hammer will be located 15 ft., 25 ft., 50 ft., 100 ft., 125 ft., and 150 ft. from the vibration source. The vibration propagation tests shall be conducted at up to eight locations with the demolition work zone to characterize the differences in the existing ground geology.
3. Establish the existing ambient vibration levels within the work zone prior to the start of demolition.
4. Model the predicted vibration levels at the utility locations during demolition –The vibration generated by demolition activates and at each of the viaduct support columns during demolition shall be predicted at each of the utility locations. The ground attenuation rates from the vibration propagation test results will be used to model the vibration predictions. In areas where soil conditions vary, the most conservative ground attenuation rate will be used to model the vibration predictions.
5. Compare the predicted vibration levels with the vibration damage criteria identified in TR 2.27, Table 2-31.3 – Utilities Vibration Criteria Limits – At those utilities where the vibration levels are predicted to be greater than the vibration criteria limits, alternative methods of demolition shall be proposed.
6. Prepare a vibration monitoring plan, using a qualified, experienced vibration specialist – A monitoring plan shall be prepared that shows the location and number of monitoring points (geophones) to be used during demolition. The placement of the geophones will be based on the location of the demolition activities, location of the utilities and the results of the predicted vibration levels and attenuation data. The monitoring plan will identify those utilities where the vibration levels are predicted to be greater than 80% of the vibration criteria limits. A warning system will be developed to report vibration

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exceeding 80 percent of the criteria limits allowing design-builder to modify demolition means and method to stay within the vibration criteria limit.

7. The Monitoring Plan shall be capable of measuring or accurately calculating the location and magnitude of vibration exceeding the Demolition Criteria at any location on SPU and SCL Facilities within the work area experiencing active demolition-related activities.
8. Prepare a monitoring plan for live load limits – A monitoring plan shall be prepared to establish protocols for limiting the placement of demolition rubble, equipment, and weight of protection measures as identified in TR 2.27, Table 2-27.2 and Section 6 of this AGREEMENT.
9. Install continuous high-resolution video monitoring system – The video monitoring system shall be used to observe all areas of active demolition from at least two points of view at all times. All video monitoring shall be synchronized with and linked to the same high-resolution timing system as the vibration monitoring system (geophones).
10. Record monitoring data – All monitoring data shall be stored remotely through the end of the required retention period in Section 8.2 and promptly made available to both PARTIES in a usable Excel or similar format.

Exhibit D Task Orders Procedures

Task Orders developed under this AGREEMENT are subject to the procedures outlined below.

Task Order Development

Each Task Order shall substantially conform to the format of the attached Task Order template and shall contain a general description and scope of work, a schedule for completion, an itemized estimate of costs for the work, provisions for measurement and payment, and any provisions specific to the scope of work.

The PARTIES will work together to agree on the scope and estimated cost, develop the Task Orders, and expeditiously execute them. This should include meetings to discuss and agree on the scope of work and estimated costs prior to initiation of a Task Order. Each PARTY shall designate a manager for each Task Order who has the responsibility to negotiate the scope, schedule, and budget of the Task Order within the parameters of this AGREEMENT.

After the scope of work and estimated costs have been negotiated by the PARTIES and upon receipt of a Task Order from the initiating PARTY, the receiving PARTY will have two (2) weeks to provide comments/feedback to the initiating PARTY, unless otherwise directed to extend the review comment period by the receiving PARTY's designated manager.

The initiating PARTY's designated manager will have one (1) week to respond to comment/feedback from the receiving PARTY's designated manager, unless otherwise directed to extend the review comment period by the initiating PARTY's designated manager.

Designated Task Order deliverables must adhere to the schedule outlined in the Task Order and/or agreed upon by the designated managers of each PARTY.

The PARTIES shall negotiate the total authorized amount for each Task Order. Reimbursement will not be made for activities outside the scope of the Task Order. If needed, the PARTIES may establish a budget contingency for the estimated cost of the work covered under each Task Order as a part of the cost estimate for that Task Order. If included, the Task Order will include information on how the budget contingency will be used and managed.

Each PARTY has the responsibility to promptly notify the other PARTY if conditions occur, which could change the scope of work or exceed the total authorized amount for each Task Order. Notification will be made in writing. Recognizing the need for prompt decisions during execution of the work, after a PARTY receives the notification, a meeting will be held as soon as possible to discuss the changes and whether the Task Order needs to be modified. If the designated managers cannot reach agreement, the dispute resolution process in Section 18 will be used.

Task Orders may be modified by the designated managers as agreed to by the PARTIES. In order to allow work to proceed in a timely manner during execution of the work, a PARTY may

provide written agreement on authorization to proceed with the modified Task Order while the amendment is being executed.

Task Order Invoicing and Payment

The PARTIES shall invoice each other for all eligible cost expenditures. Invoices shall be submitted to the receiving PARTY in a timely manner, with the goal of submitting costs within sixty (60) days after the end of the month in which the work was performed.

Invoices shall include a reference to the Task Order under which the invoiced services were authorized, the billing period, a summary of the work performed during the billing period, the total value of the invoice, the total amount invoiced to date, the budgeted amount, and amount remaining. The invoices will provide an appropriate level of supported detail for the agreed approach to reimbursement.

Billings for non-salary costs, directly identifiable with the PROJECT, shall include an itemized listing of the charges. The invoicing PARTY shall retain copies of original invoices, expense accounts, and miscellaneous supporting data and shall supply copies of the original supporting documents and/or accounting records to the PARTY upon request.

To ensure prompt payment by the STATE, the CITY shall transmit electronically to the AWW Agreement Invoice Team invoices and appropriate supporting materials to the designated Task Order Manager.

To ensure prompt payment by the CITY, the STATE will transmit electronically as well as mail via United States Postal Service invoices and appropriate supporting materials to the designated Task Order Manager.

Invoices must be signed by the designated manager and/or an authorized representative of the issuing PARTY who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this AGREEMENT.

Progress payments for reimbursable costs under this AGREEMENT shall be made for completed work as documented in invoices. The invoiced PARTY shall remit the reimbursement for undisputed costs in a timely manner, with a remittance goal of forty-five (45) calendar days after a PARTY's receipt of any invoice. The PARTIES will work cooperatively to resolve disputed issues related to the accuracy of these invoices so as to avoid any delay in payment. Any invoiced expenditure unsupported by appropriate documentation shall be identified in writing and not included in the reimbursement; provided, however, that the presence of unsupported items within an invoice shall not delay payment of those items that are supported by appropriate documentation. Any disputed costs not resolved by the next billing period will be resolved through dispute resolution. It is agreed that any partial progress payment under a Task Order will not constitute agreement as to the appropriateness of services and that, at the time of final audit; all required adjustments will be made and reflected in a final payment.

The PARTIES agree to monitor and reconcile actual versus estimated Task Order work and costs. The PARTIES shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in each Task Order, unless the PARTIES have agreed to such additional reimbursements and the Task Order has been amended to describe the additional work in excess of the budgeted scope of work. Either PARTY shall promptly notify the other PARTY in writing as soon as it is known when the maximum funding obligation will be reached or the schedule has changed and shall also specify in writing its position regarding any remaining work covered by a Task Order that it believes was contained within the budgeted scope of work.

The PARTIES agree to promptly submit a final invoice to the PARTY with a goal of ninety (90) calendar days upon completion of a Task Order and/or the Task Order completion date for work performed during the period of performance of the Task Order.

TASK ORDER TEMPLATE



Task Order Template

Task Order Title [enter short title for reference]	Task Order Number WSDOT-001 [example] [Insert "Amendment" here if this TO is an amendment to a previous TO]
Requesting Agency [enter name of agency requesting services]	Requesting Agency Account Number [enter accounting numbers/codes]
Service Agency [enter name of agency providing services]	Service Agency Account Number [enter accounting numbers/codes]
Notice to Proceed Date [enter start date]	Task Order Amount \$ [enter authorized task order amount]
Completion Date [enter completion or termination date]	

Task Order Provisions

1. Compliance with MOA

The Requesting Agency and Service Agency shall issue, conduct and administer this Task Order in compliance with all the provisions of the following Memoranda of Agreement between the State of Washington Department of Transportation and the City of Seattle: GCA 1970.

2. Amendment

The provisions of this Task Order can only be revised through a mutually executed amendment to this Task order.

3. Background

[Insert narrative on the need for this scope of services]
 [If this Task Order amends a previous task order, explain the circumstances and need for amendment]
 [Denote whether City services are in direct support of known WSDOT contract work and if so which WSDOT contract]
 [Denote whether WSDOT services are intended to fulfill the City's obligations to the Project or are a betterment opportunity to improve City facilities in conjunction with the project]

[Reference all other relevant project contracts, task orders and work]

4. Scope of Services

[Provide a narrative defining the scope of services]

[Reference any attached graphics, plans, specifications, photos or other materials that aid in defining the scope of services]

[List any services specific to the administration of this Task Order including services related to accounting, and measurement and payment services to be provided by the Service Agency]

5. Schedule

[Insert schedule milestone dates including the required completion date]

[Reference any attached schedule]

6. Task Order Amount

[Reference and attach detailed estimates for the contract amount, as may be appropriate]

7. Invoicing and Payment

[Unit cost reimbursement may include a schedule of values, percent complete for each bid item, total quantity for each bid item, itemized list of materials-on-hand quantities, and itemized indirect charges/rates as appropriate.

For work performed on a time and materials basis, the invoice may include a list of personnel, and equipment employed to complete the invoiced work and the itemized hours and rates for each person and piece of equipment, itemized materials list with cost and quantity used, and itemized indirect charges/rates as appropriate.

The PARTIES may require other financial documents to verify that the amounts invoiced are included within the budgeted scope of each Task Order, including, but not limited to (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the PARTIES that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the PARTIES.]

8. Change Management

[Insert process for reporting changes that occur during execution of the task order consistent with the Task Order Procedures.]

9. Assumptions and Exclusions

[Insert any assumptions and exclusions pertinent to the development of the scope of services, schedule, and/or task order amount]

10. Designated Representatives

WSDOT Representative & Phone Number:

City Representative & Phone Number:

In consideration of the provisions contained herein, or attached and incorporated and made part hereof, the Requesting Agency and the Service Agency have executed this Task Order as of the last date written below.

Requesting Agency

Service Agency

[enter agency name]

[enter agency name]

[enter name of agency signatory]

[enter title of agency signatory]

Exhibit E
**Design Review, Construction Management, Inspection, Redline and Record Drawings, and
Acceptance Procedures**

1. **Scope.** This document establishes the Procedures called for or otherwise required by GCB 1970.
 - 1.1. The STATE is responsible for preparing the Requests for Qualifications (RFQ) and Request for Proposals (RFP) from potential Design-Builders. The STATE will coordinate with the CITY to develop technical requirements related to CITY Facilities and operations and incorporation of permit conditions. The CITY's input provided through this process is solely for the benefit of the CITY and does not relieve the STATE of its obligations. The CITY will be provided an opportunity to review and comment on the RFQ and technical sections of the RFP that are relevant to CITY Facilities and operations. The STATE's RFP will address utilities/CITY Facilities as described in this Exhibit.
 - 1.2. Except in the instances listed in Section 1.3, the CITY shall direct all communications to the STATE's Project Engineer or designee, including communications regarding compliance with Street Use Permits, quality of construction, and contractor performance.
 - 1.3. The STATE will manage any requests from the CITY that have contractual or scope-of-work impacts and will coordinate responses. The CITY may communicate with STATE's consultants or contractor (1) where authorized to do so by the STATE's Designated Representative; (2) to arrange for regulatory permitting and inspections made pursuant to permits issued by the CITY other than Street Use Permits, e.g. electrical permits or other permits obtained from the CITY by the consultant or contractor; and (3) to address concerns associated with the Street Use Permits, if necessary, because of a threat to health or safety.
 - 1.4. With respect to CITY regulatory authority, the scope of this document is limited to the issuance of SDOT Street Use Permits. References to CITY permits, standards, or regulatory authority or responsibility, including references that are not expressly limited, are not intended to extend beyond Street Use Permits or the standards, authority, or responsibility under SMC Title 15.
 - 1.5. Nothing in this document is intended, or shall be construed, to expand the scope of CITY responsibility regarding the PROJECT beyond the scope stated in the AGREEMENT.

- 1.6. Within the scope described in Exhibit A-1, this Exhibit is intended to describe roles and procedural responsibilities, clarify expectations, and standardize business processes for the duration of the PROJECT.
- 1.7. The CITY will provide qualified staff and consultants during construction. CITY staff and consultants will communicate with the STATE Project Engineer or designee in evaluating the conformity of CITY Infrastructure with the Approved Plans or Released-for-Construction Submittal and will immediately notify the STATE Project Engineer or designee of any compliance issues. Notwithstanding any act or omission by the CITY pursuant to this subsection, the STATE shall not be relieved of any of its authority over, and responsibility for, the PROJECT, as provided for in this Exhibit, or elsewhere in this AGREEMENT.
- 1.8. The STATE will seek input from the CITY during the preconstruction phase of the Design-Build Contract and potential Alternative Technical Concepts from the Design-Builder that will impact CITY Facilities and operations. The CITY's input provided through this process is solely for the benefit of the CITY and does not relieve the STATE of its obligations. The STATE will develop a pre-award contract delivery schedule that will include adequate time for CITY review and comment.
- 1.9. The PARTIES agree to follow the *Design Review, Construction Management, Inspection, Redline and Record Drawings, and Acceptance Procedures* as defined in this Exhibit. The PARTIES may amend the Procedures by written mutual agreement and executed by the PARTIES' Designated Representatives.
- 1.10. The PARTIES agree to work cooperatively with each other and shall make reasonable, good faith efforts to timely and expeditiously execute their respective roles and responsibilities related to the design and plan review and permitting called for in this AGREEMENT.
- 1.11. This AGREEMENT addresses design and plan review process for SDOT, SCL, and SPU and the process for issuance of SDOT Street Use Permits; it does not address plan review or permits issued by other departments of the CITY.
- 1.12. Within the scope of this AGREEMENT, the STATE agrees to consult with the CITY with regard to planning, design, and construction of the PROJECT. The scope of the design and plan review by the CITY addressed by this AGREEMENT is limited to the following elements:

- 1.12.1. CITY Infrastructure.
 - 1.12.2. PROJECT work to the extent that it alters or impacts the configuration, condition or use of CITY property including CITY Facilities.
 - 1.12.3. PROJECT work to the extent that it alters access to CITY Facilities.
 - 1.12.4. PROJECT work in CITY Street Right-of-Way to the extent that it alters access or impacts private property in a manner relevant to SMC Title 15.
 - 1.12.5. The temporary or permanent use or operation of CITY Street Right-of-Way for the PROJECT, including maintenance of traffic.
 - 1.12.6. Mitigation measures established by the STATE's review and determination of PROJECT environmental impacts pursuant to state and city environmental policy laws.
 - 1.12.7. Private Utilities within CITY Street Right-of-Way.
 - 1.12.8. Transit facilities within CITY Street Right-of-Way.
 - 1.12.9. As provided in Section 11 (Hazardous Substances and Environmental Remediation) of this AGREEMENT, evidence of the STATE's environmental remediation-related commitments.
- 1.13. The CITY will conduct reviews of all stages of design to ascertain that the design of CITY Infrastructure and the design of PROJECT work and construction activity within CITY Street Right-of-Way comply with City Standards.
- 1.14. The PARTIES agree to prepare PROJECT designs, plan review packages, and Design Submittals pursuant to the provisions established in this AGREEMENT and in this Exhibit.
- 1.15. The PARTIES shall mutually prepare PROJECT schedules that afford the PARTIES adequate plan review and comment resolution periods sufficient to promote the quality of design consistent with the provisions of this AGREEMENT.
- 1.16. The STATE shall address all CITY plan review comments from each stage of plan review and incorporate agreed upon comment resolution into subsequent plan review submittals.
- 1.17. The PARTIES shall provide sufficient staff and resources for timely preparation and review of the PROJECT designs.
- 1.18. Both PARTIES shall endeavor to identify and address issues as early as possible during the design process.

- 1.19. The STATE shall obtain the CITY's design approval for all City Infrastructure, and regulatory approval for PROJECT work within City Street Right-of-Way prior to constructing such work.
- 1.20. Design and construction provisions for CITY Infrastructure shall comply with City Standards, unless otherwise agreed by the PARTIES.
- 1.21. The PARTIES agree that design and construction of CITY Infrastructure shall consider long-term operation and maintenance costs and requirements, and minimize potential interruptions and disruptions to CITY UTILITY customers.
- 1.22. The STATE shall obtain the CITY's written approval prior to incorporating any deviations from City Standards into the design or construction of all CITY Infrastructure and work affecting CITY Facilities.
- 1.23. The PARTIES agree that Approved Plans or Released for Construction Submittal for each component of the PROJECT shall be stamped by an engineer of record representing the PARTY preparing the Approved Plans pursuant to the requirements of state law.
- 1.24. The STATE shall first obtain the review and concurrence of the CITY prior to making or implementing revisions or deviations from the Approved Plans pertaining to elements listed in Section 1.12 of this Exhibit.
- 1.25. The PARTIES acknowledge that the STATE may request the CITY to operate and maintain certain STATE-owned PROJECT facilities as may be established by separate agreement. The CITY shall, at the request of the STATE, review the design of such facilities to determine the compatibility of the design with the CITY's existing operational capabilities, standard practices, equipment and other resources required to operate and maintain such facilities.

2. Design Review, Construction Management, Inspection

- 2.1. Plan Review for Design and Permits. These Procedures are based on the expectation that the STATE is responsible for executing the PROJECT work under the STATE's direct responsibilities for PROJECT elements and where the CITY has entered into a Task Order agreement with the STATE.
- 2.2. In implementing the Procedures, the goal of the STATE and the CITY is to facilitate timely and expeditious completion of PROJECT designs that:

- Meet PROJECT requirements and standards and commitments in the AGREEMENT;
 - Comply with WSDOT procedural requirements;
 - Fulfill CITY regulatory requirements set forth in SMC Title 15;
 - Achieve the PROJECT schedule;
 - Allow construction to proceed in a timely manner;
 - Minimize PROJECT scope growth; and
 - Minimize impact on CITY Facilities.
- 2.3. The STATE will take the lead in coordinating regular communications and design coordination meetings with the CITY, the STATE’s consultants and contractor, and other utility owners.
- 2.4. The STATE will prepare PROJECT designs affecting CITY Facilities in collaboration with the CITY, agrees to seek and incorporate input from the CITY in the early stages of preliminary engineering, preparation of plan review packages and Design Submittals, and throughout the PROJECT design and permitting process.
- 2.5. The CITY will review all plans for work described in Section 1.12 of this Exhibit.
- 2.6. The STATE and the CITY agree that the STATE will submit plans for CITY Infrastructure prepared in accordance with City of Seattle Inter-Departmental CAD Requirements (“SPU/SDOT CAD Requirements”).
- 2.7. The CITY will notify the STATE in good faith when the CITY becomes aware of issues that may delay issuance of a Street Use Permit. Failure to provide such notice shall not provide grounds to challenge the issuance or non-issuance of a permit.

3. Procedures for Design-Build Contracts

- 3.1. The Procedures that follow are intended to facilitate meeting requirements, standards, and objectives for the Design-Build portions of the PROJECT.
- 3.2. The STATE agrees to work with the CITY in defining and meeting the design and construction standards for the PROJECT work affecting CITY Facilities. The CITY will provide clear design guidance for elements of the PROJECT to be owned, operated or maintained by the CITY. The STATE will include

CITY design and construction standards in the STATE's Design-Build Contract for CITY Facilities.

- 3.3. WSDOT will apply for a Street Use Permit prior to issuance of the final RFP. The CITY may review and comment on the Final RFP.
- 3.4. As a requirement of its Design-Build Contract, the Design-Builder will organize Task Forces for design development, coordination, and management of various elements of the work. The Task Forces are a primary vehicle for coordination and will provide an opportunity for the STATE and CITY staff to provide input to the design process. Task Force meetings will also be the primary means to keep reviewers up to date on design development. Over-the-shoulder reviews will be conducted to facilitate quicker turn-around of formal plan reviews. Dependent on the need for coordination with adjacent contracts, some of the Task Forces will be designated as "corridor-wide." In addition to STATE and CITY staff, Task Force membership may include representatives from other stakeholders such as private utility Owners, King County, the Port of Seattle, the stadiums, and adjacent contractors.
- 3.5. The CITY will participate in Task Forces affecting CITY Facilities, for the performance of the CITY's regulatory responsibilities, and/or in coordination with other CITY and STATE projects. The Task Forces will be led by the STATE or its Design-Builder to address demolition, design, construction, maintenance of traffic, and communications.
- 3.6. Task Forces will meet on a regular basis to solicit input; coordinate design and construction activity; and assure dissemination of critical PROJECT information to all members. The Design-Builder or the STATE will be the designated lead for meetings and recording of meeting minutes. The Task Forces will work collaboratively to review and provide guidance as the Design-Builder develops Design Submittals.
- 3.7. The STATE and the CITY recognize that regular attendance at Task Force meetings by their respective staffs is necessary to discuss and agree upon resolution of design issues before more formal review processes begin in order to streamline later review and minimize substantial comments when the preliminary and final design plans are submitted.
- 3.8. Attendance at over-the-shoulder reviews by CITY staff members will be determined by the CITY Construction Project Engineer based in part upon the materials to be reviewed. Whenever possible three (3) Business Days' notice will be given to persons who do not regularly attend Task Force meetings. The

CITY will make every effort to assign staff members to over-the-shoulder review meetings who are authorized to make final decisions regarding compliance of the plans for CITY Facilities with the CITY's standards, specifications and permit requirements.

- 3.9. The STATE's Design-Builder will submit a Quality Management Plan (QMP) that will define the timing, content, and format of all design reviews. The CITY will be provided an opportunity to review and provide comments on the QMP. The QMP will also include processes and procedures for how regularly scheduled Task Force meetings will be used to support quality goals. These meetings, combined with over-the-shoulder reviews, will be an integral part of the process to discuss and resolve design issues outside of the formal review process and reduce the level of effort required to conduct the formal review process. The QMP will define how over-the-shoulder reviews will be conducted with Task Force members. Over-the-shoulder reviews are in-progress reviews of the design and provide opportunities for the STATE, the CITY, and other stakeholders to provide comments and feedback on the design.
- 3.10. The Design-Builder will be required to provide three submittals for each design element as indicated below. These submittals are intended to meet the requirements of the design and Street Use Permit plan review processes of both the STATE and the CITY. The CITY will review design elements affecting CITY Facilities and CITY interests, and for the performance of the CITY's regulatory responsibilities, within the scope stated in this AGREEMENT.
- 3.10.1. Preliminary Design Submittal. The intent of the Preliminary Design Submittal is to provide a formal opportunity for the STATE, the CITY, the Design-Builder, various design team disciplines, and other approved PROJECT stakeholders to review the construction documents in order to provide input addressing whether the plans reflect Design-Build Contract requirements for construction; whether design features are coordinated; and whether there are no fatal flaws within a given discipline or between disciplines. The contents of the Preliminary Design Submittal will vary by discipline as specified in the RFP or as mutually agreed by members of the applicable Task Force.
- 3.10.2. Final Design Submittal. The Final Design Submittal will be prepared when the design for a given element or area is near 100 percent complete. The Final Design Submittal includes plan sheets, specifications, technical memos, reports, calculations, and other pertinent data, as applicable and incorporates design

changes or otherwise addresses CITY comments. As a result of the on-going discussion and resolution of design and construction issues through the regularly-scheduled Task Force meetings and over-the-shoulder reviews, it is anticipated that there will be very few revisions or changes at this stage. The Final Design Submittal will include all specifications, including but not limited to, all amendments to the STATE Standard Specifications for Road, Bridge and Municipal Construction; City Standards; special provisions; technical requirements; and technical specifications, necessary to construct the work represented in the submittal. Following resolution of all comments, the Final Design Submittal may proceed through the written certification process described below in preparation for being released for construction.

3.10.3. Released for Construction (RFC) Submittal. At a minimum, the Design-Builder will provide a preliminary and a final submittal of all plans and technical specifications and resolve all comments prior to being released for construction. Comments from the CITY concerning design of the CITY's stated requirements for CITY Infrastructure, and comments regarding compliance with SMC Title 15, will be resolved to the CITY's satisfaction. The STATE will ensure that the RFC Submittal reflects all Quality Assurance (QA), Quality Control (QC), and design reviews required by the QMP and this AGREEMENT. The STATE will also provide a written certification from the Design-Builder to be used to verify to the STATE and CITY that all QA procedures have been completed to ensure that all review comments have been incorporated as agreed to during the comment resolution process among the STATE and the Design-Builder, and that the documents are ready to be released for construction. Each sheet of the plan set and the cover of each set of technical specifications in the RFC Submittal will carry the Professional Engineer's stamp registered in the State of Washington and will be stamped "Released for Construction" by the Design-Builder's Design QA Manager.

3.10.4. The STATE will provide hard copies and electronic files (in both CADD and PDF formats) of documents pertaining to CITY Facilities or the Street Use Permit as requested by the CITY's Construction Project Engineer. The electronic drawing files will include copies of all sheet and reference files used in the RFC

Submittal. All design submittals will conform to SPU/SDOT CAD Requirements. Construction will not begin until the STATE has determined that all required government and private approvals have been obtained.

3.10.5. Design Review. The review period for the Preliminary and Final Design Submittals will be ten (10) business days following receipt by the CITY's Construction Project Engineer of the Plan Review Package. The review period may be extended for submittals with overlapping review periods. The CITY will provide staff to provide guidance, review and comment on the Preliminary and Final Design Submittals for CITY Infrastructure, and for work that impacts CITY Facilities and for work requiring a Street Use Permit as necessary to complete the reviews within the allotted period. Reviews may be required for the entire design or discrete portions of the design. Review comments will be submitted in a manner and form as requested and approved in the Design-Builder's QMP and mutually agreed by the STATE and the CITY. The STATE's and the CITY's Construction Project Engineer will jointly determine the design elements to be reviewed by the CITY.

3.10.6. Comment Resolution. The Design-Builder will schedule and maintain minutes of all resolution meetings with the STATE and CITY staff and other Task Force members as appropriate to document and resolve review comments. It is intended that all comments will be resolved at these meetings. The Design-Builder will incorporate comment resolutions in subsequent submittals and provide a spreadsheet explaining action taken on each comment. In the event the STATE disagrees with any CITY comment, the CITY and the STATE will make staff with decision making authority on the issue available at the earliest possible opportunity to resolve the matter. If resolution cannot be reached, unresolved comments will be elevated in accordance with the dispute resolution provisions of this AGREEMENT.

3.10.7. Street Use Permit Issuance. The CITY will issue a Street Use Permit as provided in Section 10.5 of the AGREEMENT. For the remaining PROJECT work and upon receipt of a Preliminary Design Submittal, the CITY will make a determination as to whether the proposed work package requires a Street Use Permit under the provisions of SMC Title 15, or Letter of Plan

Approval, and so notify the STATE. The CITY will issue a Street Use Permit or Letter of Plan Approval for the initial RFC Submittal within three (3) days of receipt of the RFC Submittal if the CITY has determined that the plans for the PROJECT element conform to the requirements of SMC Title 15 and that the STATE has resolved all CITY plan review comments. Upon receipt of the CITY-issued Street Use Permit or Letter of Plan Approval, the STATE will be authorized to proceed with construction, subject to the terms and conditions of the permit.

- 3.10.8. If the Street Use Permit has not been issued within three (3) Business Days after receipt of the RFC Submittal, the SDOT Director or his designee will review the cause of permit delay within one (1) Business Day, and meet with the STATE's Program Administrator or his designee to discuss the issues and develop a course of action.
- 3.10.9. Changes to RFC Submittal. The STATE will diligently attempt to avoid the need for plan changes after issuance of a Street Use Permit or Letter of Plan Approval. In the event such changes occur, the CITY will undertake any additional review and permit re-issuance in as expedited a manner as practicable. The STATE will require the Design-Builder's QMP to address the process for implementing design changes, including field changes, on the RFC Submittal. Design changes will be subject to the QA and QC measures and procedures, commensurate with those applied to the original design or that portion of the PROJECT under consideration for change. The STATE will obtain CITY concurrence for all design changes affecting CITY Facilities or permitted interests prior to implementation of the change.
- 3.10.10. The STATE will require the Design-Builder to document all revisions made to the Approved Plans and design documents during the construction phase of the PROJECT by preparing new, revised or supplemental documents (including plan sheets, technical specifications, calculations, reports, and narratives). The new, revised, and supplemental documents will meet all requirements for the original documents. Every revision will be assigned a number. The revision number will be assigned sequentially, with each change in a document or plan sheet identified by the revision number. The assigned number will be found both at the location of the change on the sheet and in the

revision block of the document, along with an explanation of the change. The CITY Project Construction Engineer will review revised RFC Submittals, and will coordinate with CITY departments as required depending upon the nature of the changes and initiate amendment of the Street Use Permit if required, consistent with applicable law.

4. Construction Management, Inspection, and Acceptance Procedures

- 4.1. The following procedures govern construction management, inspection, and acceptance processes of CITY Facilities constructed by the STATE for the PROJECT and address fulfillment of the CITY's regulatory role under SMC Title 15. The procedures will be used for the Design-Build Contract project delivery method.
- 4.2. The STATE and the CITY agree to work cooperatively with each other and in good faith to implement these procedures to attempt to accomplish the following:
 - 4.2.1. Enable timely and expeditious execution of the PROJECT in accordance with the agreed standards on schedule.
 - 4.2.2. Facilitate thorough review of all stages of construction to ascertain that CITY Infrastructure constructed by the STATE complies with CITY policy and regulations, and standards and specifications.
 - 4.2.3. Facilitate communications and activities pertaining to construction management, inspection and contract administration, including communications in the field, roles and responsibilities, review of proposed changes to Approved Plans and other submittals by the Design-Builder, processes for pre-acceptance inspections, and acceptance of infrastructure.
 - 4.2.4. Enable both the STATE and the CITY to comply with all laws and procedures governing their actions.
- 4.3. The STATE will develop, advertise and award a construction contract(s) to fulfill its PROJECT responsibilities. The STATE's construction contract(s) will be administered in accordance with the current STATE Standard Specifications, STATE Construction Manual, contract forms and documents.

- 4.4. The STATE will construct CITY Infrastructure in the fulfillment of its PROJECT responsibilities and may also construct CITY Infrastructure on the CITY's behalf by reimbursable Task Orders. Construction of CITY Infrastructure will conform to CITY laws, rules, regulations and standards.
- 4.5. The STATE will designate STATE Project Engineers to administer its construction contract(s) for the PROJECT and to ensure work is constructed in accordance with the Approved Plans and the terms and conditions of the Street Use Permits and this AGREEMENT. The STATE may use consultant(s) in providing some or all of construction management services. The CITY may consult with and make inquiries of the STATE Project Engineer or designee, attend all meetings and have access to all documentation pertinent to CITY Facilities and performance of its regulatory responsibilities.
- 4.6. The CITY will provide a City Construction Project Engineer tasked to: (1) coordinate the activities of CITY inspectors, crews and consultants; (2) communicate with the STATE Project Engineer regarding regulatory compliance, changes in design, the CITY's participation in reviewing contractor submittals, and the use of CITY resources; (3) coordinate the final inspection and acceptance of CITY Infrastructure with representatives from CITY departments; (4) report on construction progress and issues to CITY department managers; and (5) coordinate the issuance of Street Use Permits and Letters of Plan Approval according to the requirements in this Exhibit.
- 4.7. The CITY will provide qualified staff and/or consultants to fulfill its quality verification, construction, and administration responsibilities during construction. CITY staff will work under the general direction of the City Construction Project Engineer. CITY crews, technical and inspection staff and consultants will work in an integrated manner with STATE Project Engineer staff to perform construction related tasks and evaluate conformity of construction of CITY Infrastructure with the Approved Plans. CITY inspectors and compliance officers will immediately notify the STATE Project Engineer or designee of any non-compliance issues.
- 4.8. For the PROJECT contract, the STATE will provide the CITY with a detailed contract execution schedule that includes CITY Infrastructure work, and will coordinate with the CITY to schedule utility shutdowns, cut-overs, and other CITY crew work and inspections. At a minimum, schedule updates will be provided on a monthly basis. Schedule changes will be promptly communicated to the CITY as soon as they become known by the STATE.
- 4.9. Contractor Submittals. Within thirty (30) days of Notice to Proceed, the STATE will prepare or cause its Design-Builder to prepare and submit a preliminary

Submittal Control Document for the construction contract for use by the STATE and the CITY to plan and manage staffing requirements for review of Design-Builder submittals relating to construction of CITY Infrastructure and fulfillment of CITY permit requirements. The Submittal Control Document will include material submittals pursuant to CITY material standards and the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction. The Submittal Control Document is a construction management tool that will be expanded and elaborated as the contract(s) progresses.

- 4.9.1. The STATE will forward electronic copies of submittals for CITY review to the City Construction Project Engineer who will assign primary, and if appropriate, secondary CITY reviewers. Hard copies will be provided upon request.
- 4.9.2. For the CITY components of the PROJECT, the CITY Construction Project Engineer will return CITY review comments within five (5) business days to the STATE. The STATE will track all submittals and discuss the status of active submittal reviews with the City Construction Project Engineer on a weekly basis. The City Construction Project Engineer will act as a liaison between the STATE and the CITY departments in resolving issues regarding disposition of submittal comments.
- 4.9.3. CITY reviewers will send their comments on Design-Builder submittals to the City Construction Project Engineer. The City Construction Project Engineer will consolidate comments if necessary and send comments to the STATE for dissemination back to the Design-Builder. For design submittals on Design-Build Contracts, comment responses will be provided to CITY reviewers along with the revised design for submittals that need to go through another round of review pursuant to Section 4 in this Exhibit.
- 4.9.4. The CITY is responsible for providing submittal review comments within the allotted time. If additional time is needed to respond, the City Construction Project Engineer will discuss this on a case-by-case basis, and obtain STATE's approval for a time extension in advance of the due date.
- 4.9.5. Pursuant to CITY review comments, the STATE Project Engineer will provide disposition instructions for all submittals to the Design-Builder.

4.10. Access to SPU and SCL Facilities. Unless otherwise approved in writing by the CITY, the STATE will provide the CITY with twenty-four (24) hour, seven (7) days a week, safe access to CITY Facilities in all construction and staging areas for the purpose of operation, maintenance, and emergency response. CITY staff will notify the STATE in advance of their arrival on site except in the case of emergency. In the case of emergencies, safety practice dictates that CITY staff will make every effort to notify the STATE Project Engineer immediately upon entering a PROJECT construction site or staging area.

4.11. Testing and Inspection. The STATE will require the Design-Builder to develop a QMP to include an inspection and test plan describing all the proposed quality assurance inspections and tests to be performed throughout the construction process. Activity-specific inspection and test plans will be prepared during the preparatory phase for each definable feature of work. The STATE will provide the CITY with the opportunity to review the QMP. The CITY will review and comment on the inspection and test plan, and any other provisions regarding CITY Facilities.

4.11.1. The STATE will form verification teams as appropriate for the contract type. The CITY will have representation on these teams. The quality team for the contract will hold meetings to review test and inspection results and address and rectify issues relating to inspection, substandard material quality, adjustments needed for inadequate quality assurance and quality control processes, test results demonstrating that tolerance standards are not met, disparities between quality assurance and quality verification test data, future quality concerns, and any other issues raised by the STATE and the CITY regarding quality of construction of CITY Infrastructure.

4.11.2. The STATE will provide the CITY with timely notice prior to commencement and completion of all material stages of CITY Infrastructure work and will invite the CITY to inspect such work upon completion of any material stage. The CITY on-site inspector will be invited to the weekly construction meeting prior to any work being started on CITY Facilities. The STATE will provide at least five (5) Business Days' notice for each inspection. The CITY will submit a complete list of any concerns or deficiencies to the STATE within ten (10) Business Days after the date of any inspection. The STATE will timely

address each comment or issue presented by the CITY to the CITY's satisfaction. Both the STATE and the CITY agree to act as expeditiously as possible to assure a timely resolution of any deficiencies.

- 4.11.3. Throughout construction of the PROJECT, CITY staff and consultants will assist the STATE Project Engineer in evaluating contract compliance of CITY Infrastructure built by the STATE's Design-Builder. The STATE will coordinate with the CITY to designate mandatory inspection points (hold points) for CITY Infrastructure. No work will proceed beyond a hold point until inspection has been performed or the option to inspect has been waived by a letter or e-mail from the City Construction Project Engineer to the STATE Project Engineer. The STATE will provide notification to the CITY twenty-four (24) hours in advance of completion of work to be inspected by the CITY so that the CITY may perform inspection if desired.
- 4.11.4. The CITY will notify the STATE promptly of any Non-Conforming Work observed by CITY inspectors.
- 4.11.5. Testing of CITY Infrastructure will conform to the requirements of the CITY Standard Specifications for Road, Bridge and Municipal Construction. The CITY may observe testing of materials and inspect installation of CITY Infrastructure and provide a written evaluation to the STATE Project Engineer regarding whether the materials or facilities tested meet with the requirements of the Approved Plans. The STATE will endeavor to provide five (5) Business Days' notice of all testing required by the Approved Plans, and the CITY will be provided a copy of certified test reports of materials or installation of CITY Infrastructure. The CITY will exercise its right to approve or reject construction or materials of CITY Infrastructure that are deficient, or that (1) do not meet with the requirements of the Approved Plans; (2) are not constructed in accordance with CITY-issued permits; (3) have defects in material and workmanship; and/or (4) have defects in design(s).
- 4.11.6. Except as otherwise agreed, all deficiencies will be reported through the STATE Project Engineer to the respective contractor's appropriate representative for resolution. Appropriate communications will be determined for each

situation. CITY inspectors will not directly communicate with the STATE's Design-Builder without the express authorization of the STATE Project Engineers *except* as otherwise provided in Section 1.3 of this exhibit.

4.11.7. The STATE will ensure that underground CITY Facilities are jointly inspected and any deficiencies corrected prior to final grading and placement of overlying permanent pavement.

4.12. Change Management. The following procedures apply to work affecting CITY Facilities or work subject to CITY-issued Street Use Permits.

4.12.1. Changes necessitated by design deficiencies or unforeseen site conditions will be managed in accordance with the STATE contract and standard procedures. When changes are required to the Approved Plans, the STATE Project Engineer will consult with the City Construction Project Engineer to determine CITY review requirements. When CITY review is required, the City Construction Project Engineer will coordinate the timely review of the contract modification and supporting documentation. In any case, the STATE Project Engineer will obtain CITY approval prior to implementing any change order affecting CITY Facilities or work subject to CITY issued Street Use Permits.

4.12.2. Within three (3) Business Days of receiving a proposed change to Approved Plans for any CITY Infrastructure work, the STATE or its Design-Builder will transmit the scope for the proposed change to the CITY for review, comment, and written approval. Before executing the change order, in a non-emergency situation and unless otherwise agreed by the STATE and CITY, the STATE will allow the CITY sufficient time to review, comment and approve or disapprove in writing changes to the Approved Plans. The CITY will assign any change a high priority and provide a timely response commensurate with the complexity of the proposed change.

4.12.3. The CITY may request additions and changes to the construction contract through the STATE. The STATE will comply with the requested changes provided that the changes are within the general scope of the PROJECT and comply with the PROJECT permits, State and/or Federal law and applicable

rules, codes and/or regulations. The STATE retains the right to reject requested changes if incorporating such changes could result in unwarranted additional cost to the STATE or a delay in the PROJECT schedule. Such additions and changes may lead to change orders, or they may lead to Betterments or New Work. If the CITY and STATE agree to implement the change, the requesting CITY department and the STATE will document the request in writing by completing and signing a concurrence letter. The CITY agrees to reimburse the STATE for the costs associated with Betterments and additional New Work.

4.12.4. The STATE will make available to the CITY all change order documentation that affects CITY Facilities.

4.13. SCL Special Construction Considerations. The following procedures apply specifically to SCL Facilities during construction.

4.13.1. Electrical Clearance Procedures. The STATE's Design-Builder may need to obtain electrical clearances when it is necessary to de-energize electrical lines or system appurtenances. Individual clearance holders will be required to go through a training session based on SCL's System Operation Center (SOC) guidelines to familiarize themselves with SCL requirements for holding and maintaining a clearance on the SCL electrical system. SCL will provide the STATE's Design-Builder an outline of procedures and guidelines to follow at all times during the clearance and the STATE will ensure that such guidelines and procedures are followed. Chief Power Dispatcher, James Noblin or his designee at 206-706-0241, will be the contact for SCL. SCL's Power Line Clearance Coordinator reserves the right to review the Design-Builder crew's qualifications and notify the STATE. The STATE will require the Design-Builder to replace those sub- contractors who do not meet qualifications required under state law.

4.13.2. Advance Notice of Service Outages. The STATE will submit a request in writing, thirty (30) calendar days prior to any necessary outages specifying the electrical boundaries, the date the outage will begin and the date the facilities can be re-energized and put into/back into service. SCL will accommodate such requests unless prohibited by operational necessity, a previously scheduled outage conflicts with the

outage requested by the STATE, or emergency conditions prohibit the outage or limit the availability of crews. If denied, SCL will assist the STATE in finding another outage window. If granted, SCL will outline any conditions related to such outage to the STATE. SCL will be responsible for direct notification of customers impacted by any required service outages.

4.14. SPU Special Construction Considerations. The following special considerations apply to construction work associated with SPU Facilities.

- 4.14.1. Testing Specific to SPU Facilities. SPU will perform periodic inspection on joint bonding installed on new water mains and test isolation couplings at connections of new water mains to existing water mains. SPU will also perform tests on all cathodic test stations on the new water mains for electrical continuity. SPU will obtain water samples from the new water mains after they have been chlorinated and flushed by the STATE's Design-Builder in accordance with CITY Standards and will perform tests on the water sample for purity.
- 4.14.2. Water main connections. SPU will perform the pipe work necessary to connect new water mains or relocated water mains to the existing water system pursuant to CITY Standard Plan No. 300. The STATE will provide SPU with at least fourteen (14) calendar days' notice prior to scheduling any SPU crew work and will provide longer notice to the extent possible through regular construction scheduling meetings. SPU will make every effort to complete the work within twenty-four (24) hours of the time the STATE has requested the work to be done. The STATE's Design-Builder will be required to perform site preparation and restoration work to support SPU crews, including the provision of traffic control. SPU will be responsible for direct notification of customers impacted by any required service shut downs.
- 4.14.3. New drainage and wastewater system connections. SPU will core drill and install all tees pursuant to CITY standard specification 7-17.3(2)C, Plugs and Connections. The STATE will notify SPU fourteen (14) calendar days prior to the need for this work. SPU will make every effort to complete the work within twenty-four (24) hours of the time the STATE has

requested the work to be done. The STATE's Design-Builder will be required to perform site preparation and restoration work to support SPU crews, including the provision of traffic control.

4.14.4. Valve operation and water system shutdown. SPU will perform all water valve operations, shutdowns, and disconnections of its water system to its affected customers and will notify these customers of such planned service interruptions.

4.15. Final Inspection and Project Acceptance

4.15.1. The STATE will notify the CITY upon completion of the construction of CITY Infrastructure and will invite the CITY to participate in a joint pre-final inspection of the completed work.

4.15.2. The CITY will timely inspect the completed CITY Infrastructure and will exercise its right to approve or reject design, construction or materials that are Non-Conforming Work. The CITY will submit a written response within ten (10) Business Days of the date of the pre-final inspection, notifying the STATE that CITY Infrastructure has been constructed in accordance with the Approved Plans, or rejecting the completed CITY Infrastructure. In the event that the completed CITY Infrastructure is rejected, such response will include written notice of any known Non-Conforming Work so that the STATE can use the response in its preparation of a contract punch list.

4.15.3. The STATE will address the Non-Conforming Work identified by the CITY during the pre-final inspection and will resolve the Non-Conforming Work to comply with the Approved Plans, or any approved revisions to the Approved Plans. If disagreements arise between the CITY and the STATE on what constitutes Non-Conforming Work or whether the CITY Infrastructure meets agreed upon requirements, the disagreement will be resolved using the dispute resolution provisions in the AGREEMENT. The CITY will assist the STATE Project Engineer in determining appropriate remedies for the Non-Conforming Work. Both the STATE and the CITY agree to act as expeditiously as possible to assure a timely resolution of the Non-Conforming Work.

- 4.15.4. Once the STATE Project Engineer determines that the STATE has remedied the Non-Conforming Work identified during the pre-final inspection, the STATE Project Engineer will invite the CITY to participate in a joint final inspection of the completed CITY Infrastructure. The CITY will submit a written response within ten (10) Business Days of the date of the final inspection notifying the STATE that CITY Infrastructure has been constructed in accordance with the Approved Plans, or notifying the STATE of any remaining Non-Conforming Work.
- 4.15.5. Following the satisfactory completion of the pre-final and final inspection processes described in the Section 4.15.1, the CITY shall submit a written response notifying the STATE that CITY Infrastructure has been constructed in accordance with the Approved Plans or Released-for-Construction Submittal.
- 4.15.6. The CITY agrees, upon satisfactory completion of the PROJECT work successfully placing City Infrastructure into operation, transfer and acceptance of any real property on or in which CITY Infrastructure is located, and receipt from the STATE of one color set of the Redline Plans, pursuant to Section 4.16, to deliver a Letter of Acceptance, subject to any Non-Conforming Work, damage or contractor claims caused by the negligent acts or omissions of the STATE.
- 4.15.7. The PARTIES will execute one Letter of Acceptance for each contract unless both PARTIES agree to phase CITY Infrastructure acceptance by those geographic areas or select portions of the PROJECT in which the STATE has completed all PROJECT work and has satisfied the requirements of Section 4.15.6.
- 4.15.8. In instances where portions of CITY Infrastructure must be placed into the CITY's use and operation prior to the execution of the Letter of Acceptance, and after the CITY has determined that these portions of CITY Infrastructure meet with the minimum inspection and testing requirements necessary for placing the CITY Infrastructure into use, the CITY will notify the STATE in writing that it is assuming responsibility for and cost of the interim use and operation of the CITY Infrastructure

until the terms of Section 4.15.6 are satisfied and the PARTIES execute the Letter of Acceptance.

4.16. Redlines and Record Drawings.

- 4.16.1. For PROJECT work that the STATE constructs including work performed on behalf of the CITY through a Task Order, the STATE shall maintain one set of Approved Plans as the official contract drawings and provisions to which WSDOT shall make drawings and notations in either red ink or red pencil to show the constructed configuration of all infrastructure that deviates from the design and contract requirements shown in the Approved Plans as typically recorded pursuant to STATE and City of Seattle standard practices. These documents shall be referred to as the redline plans.
- 4.16.2. The redline plans shall be kept current throughout construction with accurate and comprehensive information detailing the constructed configuration of the infrastructure. The redline plans shall reflect the same level of detail as the Approved Plans, and shall provide the drawing accuracy necessary for the CITY and private utility purveyors to locate their respective utilities in accordance with State law.
- 4.16.3. The STATE Project Engineer and the City Construction Project Engineer shall jointly review the redline plans monthly to evaluate whether the redline plans reflect a current, accurate and comprehensive record of the constructed configuration of the infrastructure. If the STATE Project Engineer or the City Construction Project Engineer determines that the redline plans are not current, accurate or comprehensive, the STATE shall immediately revise the redline plans to remedy deficiencies. Final agreed upon redline plans shall be submitted to the CITY monthly.
- 4.16.4. Prior to placing CITY Infrastructure into service during the course of construction, the STATE shall provide the CITY with color photocopies of portions of the redline plans showing the constructed configuration of the CITY Infrastructure being placed into service.

- 4.16.5. WSDOT shall submit one color set of the completed redline plans prior to the Parties executing a Letter of Acceptance provided for in Section 4.15.6.
- 4.16.6. All record drawings for CITY Infrastructure shall comply with the digital and graphical standards of the SPU/SDOT CAD Requirements.
- 4.16.7. A transmittal of record drawings shall include two (2) full-scale bond copies plus the digital files meeting with the requirements established above.

Exhibit F
Section 1-05.16 of the Design-Build Contract, General Warranties

1-05.16 General Warranties

1-05.16(1) General Warranty

The following general Warranty is in addition to any express Warranties provided for elsewhere in the Contract Documents. The Design-Builder shall represent and warrant the following:

- All design Work performed pursuant to the Contract, including Work performed by Subcontractors and manufacturers, conforms to all professional engineering principles generally accepted as industry standard in the state of Washington.
- The Project is free of defects, including design errors, omissions, inconsistencies, and other defects.
- Materials, plants, and equipment furnished under the Contract are of good quality, and were new when installed, unless otherwise approved by WSDOT.
- The Work meets all of the requirements of the Contract.
- The specifications and/or drawings selected or prepared for use during construction are appropriate for their intended use.
- The Project has been constructed so that it can be used for the intended function.

1-05.16(2) General Warranty– Time of General Warranty

The general Warranty shall commence on the day of Physical Completion. The general Warranty shall remain in effect until ***\$\$1\$\$*** year after Physical Completion. At any time during the general Warranty period, if WSDOT determines that any of the Work has not met the standards set forth in the Contract, then the Design-Builder shall correct the Work in accordance with this Section, even if the performance of such correction extends beyond the stated general Warranty period.

Within 7 Calendar Days of receipt of notice from WSDOT, specifying a failure of any Work required satisfying the general Warranty; or specifying a failure of any Subcontractor representation, Warranty, guarantee, or obligation, which the Design-Builder is responsible for enforcing, the Design-Builder and WSDOT shall mutually agree when and how the Design-Builder shall remedy such failure. In the case of an emergency requiring immediate curative action, the Design-Builder shall implement such immediate action it deems necessary, and shall notify WSDOT of the urgency of a mutually agreed-upon remedy. The Design-Builder and WSDOT shall agree on a remedy immediately upon notice by or to WSDOT of such emergency. If the Design-Builder does not use its best efforts to proceed to effectuate a remedy within the 7 Calendar Day period, or if the Design-Builder and WSDOT fail to reach an agreement within the 7 Calendar Day period (or immediately, in the case of emergency conditions), then WSDOT, upon notice to the Design-Builder, shall have the right to order the Design-Builder to perform the Work, or to perform or have performed by others the remedy approved by WSDOT, and the costs shall be paid by the Design-Builder.

1-05.16(3) General Warranty – Subcontractor Warranties

Without in any way derogating the Design-Builder's own representations, warranties, and other obligations with respect to the Work, the Design-Builder shall obtain from all Subcontractors and cause to be extended to WSDOT, appropriate representations, Warranties, guarantees, and obligations with respect to design, material, plants, workmanship, equipment, tools, and supplies

furnished by all Subcontractors. All representations, Warranties, guarantees, and obligations of Subcontractors shall be in writing, and shall run directly to and be enforceable by the Design-Builder and/or WSDOT and their respective successors and assigns.

1-05.16(4) General Warranty – Performance Responsibility

The Design-Builder retains responsibility for all Work performed on the Project, including all Work of Subcontractors and all materials and equipment provided by suppliers, vendors, and manufacturers. Upon receipt from WSDOT of notice of a failure of any of the Work to satisfy a warranty, representation, covenant, guarantee, or obligation provided by any Subcontractor, the Design-Builder shall be responsible for enforcing or performing any such warranty, representation, covenant, guarantee, or obligation, in addition to the Design-Builder's other obligations. WSDOT's rights under this Section shall commence at the time the Warranty, representation, covenant, guarantee, or obligation is furnished to WSDOT, and shall continue until the expiration of the Design-Builder's Warranty, including extensions for repaired or replaced Work. Until such expiration, the cost of any equipment, material, plants, labor, including re-engineering, and shipping shall be paid by the Design-Builder, if the cost is covered by the warranty, and the Design-Builder shall be required to repair or replace defective equipment, material, plants, or workmanship furnished by Subcontractors.

1-05.16(5) General Warranty – Extension Of General Warranty

The Warranty shall apply to all repaired or replaced Work pursuant to the terms of the Contract. The general Warranty for repaired or replaced Work shall extend beyond the original Warranty period, if necessary, to provide an additional 1-year warranty period following acceptance by WSDOT of any repaired or replaced Work.

1-05.16(6) General Warranty – No Limitations Of Liability

The Warranty is in addition to all rights and remedies available under the Contract or Applicable Law, and shall not limit the Design-Builder's liability or responsibility imposed by the Contract or by Applicable Law with respect to the Work, including liability for design defects, latent construction defects, strict liability negligence, or fraud.

1-05.16(7) Damages For Breach Of Warranty

In addition to all rights and remedies available under the Contract or Applicable Law, if the Design-Builder fails or refuses to provide the Warranty remedies described in this Section, the Design-Builder shall be liable for the cost of performance of the warranty Work by others.

1-05.16(8) Exclusions

The Warranty shall not require the Design-Builder to perform repair or replacement Work under the following circumstances:

- Normal wear and tear, provided that damage and/or deterioration outside allowable limits specified in the Contract shall not be considered normal wear and tear.
- Failure of Owners to perform routine maintenance consistent with policies and procedures established by WSDOT or other maintenance agencies, including Utility Owners, or in the absence of such policies and procedures in accordance with industry standards of maintenance for similar projects in the United States.
- Rebellion, war, riot, act of sabotage, civil commotion, or acts of vandalism.
- Wind, flood, earthquakes and other acts of God.

- Spill or release of hazardous or contaminated substances not caused by the Design-Builder.

1-05.16(9) VACANT

1-05.16(10) VACANT

1-05.16(11) Warranty Inspections

The failure to conduct any inspection specified shall not invalidate or cancel the warranty provisions, responsibilities, or performance requirements. Notwithstanding the provisions of this Section, WSDOT may inspect any component of the Project at any time prior to the completion of the warranty, and issue notice to the Design-Builder to perform repair or replacement Work.

1-05.16(12) Warranty Performance Requirements

In addition to the Warranty provisions of this Section, the Work shall meet the requirements specified in the Contract.

1-05.16(13) Costs of Correction Work

All costs of repair and replacement Work, including additional testing and inspections, shall be paid by the Design-Builder. The Design-Builder shall reimburse WSDOT within 14 Calendar Days after receipt of WSDOT's invoice.

1-05.16(14) Damages For Breach Of Warranty

If the Design-Builder fails or refuses to provide any Warranty remedy described in this Section, the Design-Builder shall be liable for the cost of performance of the Warranty Work by others.

1-05.16(15) Disputes

Any disagreement between WSDOT and the Design-Builder relating to this Section shall be subject to the dispute resolution provisions described in Section 1-04.5, provided that the Design-Builder proceeds as directed by WSDOT, pending resolution of the dispute.

1.4 SDOT may provide the staff and perform the Services for the Projects as set forth in the Staffing Plan and Cost Estimate, as shown in Exhibits C and D and attached hereto and by this reference made a part of this Agreement. SDOT has consulted with the STATE in the development of the Staffing Plan including the identification of proposed resources. The STATE approves the Staffing Plan and Cost Estimate as part of executing this Agreement.

1.5 During the duration of this Agreement and in accordance with Seattle Municipal Code 11.16.300, SDOT's Traffic Engineer may remove or otherwise decommission existing parking payment devices at regulated parking areas within the Projects' limits of construction that are rendered unusable to the public during the course of construction.

1.6 All SDOT Services governed by this Agreement shall be performed in accordance with the professional standards of performance customarily utilized by SDOT. All City of Seattle regulatory actions shall be taken in accordance with applicable law.

1.7 The STATE will monitor the time and expenditures required to complete the Services to insure the Services are provided as established in this Agreement. The STATE will evaluate SDOT's performance of the Services on a quarterly basis. The STATE reserves the right to dispute SDOT's faithful execution of Services in accordance with Article 6 of this Agreement or request changes in the Services in accordance with Article 5 if the intended benefit of Section 1.3 is not being realized by the STATE.

1.8 The STATE acknowledges the right of the City of Seattle to exercise its regulatory or police powers pursuant to applicable laws, regulations, and ordinances for the protection of the health, safety, welfare, and property of its citizens. Nothing in this Agreement shall be construed as waiving or modifying the City of Seattle's right to exercise its regulatory or police powers in connection with this agreement, the Projects, or the Program.

1.9 Nothing in this Agreement shall be construed as waiving or modifying any provision in any other agreements between the CITY and the STATE, including, but not limited to, GCA 5680, UT01148, and UT01287, and any conflict or inconsistency between this Agreement and any other agreement between the CITY and the STATE shall be resolved in favor of the other agreement.

2. WAIVER OF FEES

2.1 As authorized by Title 15 of the Seattle Municipal Code and in recognition of the public benefit to be achieved by the Projects, SDOT agrees to waive the Use Fees established by City of Seattle Ordinance No. 122295 for SR 99 South Holgate Street to South King Street Viaduct Replacement Project, Phase 1 of the Battery Street Tunnel Fire and Life Safety Upgrades, and SR 519 for the duration of this Agreement.

3. FUNDING

3.1 The STATE shall fund and reimburse the CITY for SDOT Services at a rate of Three

Exhibit H
Section 1-07.18 of the Design-Build Contract, Minimum Insurance Requirements

1-05.15(1) Minimum Insurance Requirements

1-05.15(1).1 Workers' Compensation

The Design-Builder and each Related Entity shall provide industrial insurance and medical aid as required under Title 51 RCW. The Design-Builder shall also provide coverage for claims asserted under the Longshore and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required. The Design-Builder shall maintain such insurance through the expiration of the Warranty periods described in Section 1-05.16. The Design-Builder shall be the named insured on these policies. A Design-Builder who is self-insured under Title 51 RCW shall also provide an endorsement extending coverage to all State operations on an "if any" basis.

To the extent not provided under a Design Builder's multi-state workers' compensation policy, the Design Builder shall also provide "stop-gap" liability insurance under its commercial general liability (for bodily injury or disease) with minimum limits of \$1,000,000 per accident for bodily injury by accident, \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 aggregate limit for bodily injury by disease.

1-05.15(1).2 Commercial General Liability

The Design-Builder shall provide commercial general liability coverage (CGL), on a primary basis, for bodily injury, property damage, personal injury, and advertising injury liability written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 12 04. The Design-Builder shall maintain such insurance through the Physical Completion Date, and during any warranty Work.

The commercial general liability insurance shall include, at a minimum, coverage for liability arising out of: (i) fire legal liability in an amount not less than ***\$1\$***; (ii) blanket contractual; (iii) independent contractors; (iv) premises operations; (v) products and completed operations for a minimum of 3 years following Completion; and (vi) the acts, errors, and omissions in the rendering or failure to render professional services under the Contract Documents or in the performance of the Work. This coverage shall have an annual minimum limit of ***\$2\$*** per occurrence, ***\$3\$*** general annual aggregate, and ***\$4\$*** products/completed operations aggregate. If commercial general liability insurance with a general aggregate limit and products and completed operations aggregate limit is used, then both the general liability and products/completed operations aggregate limits shall apply separately and exclusively to the Project, or the Design-Builder may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Design-Builder.

The Design-Builder shall be the named insured. Each of the Indemnified Parties shall also be added to the CGL as either (a) named insured or (b) additional insureds with respect to liability arising out of the Project or any acts, errors, or omissions of any Related Entity, whether occurring on or off of the Site. If the State is added to this policy as a named insured, then the Design-Builder is not required to obtain the owners and contractors protective (OCP) coverage pursuant to Section 1-07.18(1).11.

1-05.15(1).3 Automobile Liability

The Design-Builder shall provide commercial automobile liability insurance covering the ownership, maintenance, or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Site, including loading and unloading, with limits of not less than ***\$1\$\$*** per accident, combined single limit for bodily injury and property damage liability. The Design-Builder shall maintain such insurance through Completion; provided, however, that such coverage shall be maintained for vehicles used in the performance of Warranty Work until the expiration of the Warranty periods described in Section 1-05.16. Coverage shall be provided on Insurance Services Office form number CA 0001 or an equivalent and shall include endorsement CA9948 (in transit pollution risks coverage). The Design-Builder shall be the named insured and the Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors, or omissions of any Related Entity. The required limits can be satisfied by a combination of a primary policy and an excess policy.

1-05.15(1).4 Environmental Liability

The Design-Builder shall provide environmental liability coverage, on an occurrence or claims made basis, with annual limits of not less than ***\$1\$\$*** per claim and in the aggregate, including liability arising out of transportation and non-owned disposal sites. The policy shall include as named insureds the State, the Design-Builder and any Related Entity of any tier performing Work for which such coverage is appropriate. The remaining Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off of the Site:

The policy shall have a 5-year extended reporting period and cover claims made on and prior to Final Acceptance and claims made after Final Acceptance, but within the extended reporting period. The required limits can be satisfied by a combination of a primary policy and an excess policy.

1-05.15(1).5 Excess Liability

Design-Builder shall provide excess liability insurance with limits not less than ***\$1\$\$*** which will provide coverage at least as broad as the primary coverages set forth herein, including Workers' Compensation, Commercial General Liability, Automobile Liability, and Aircraft Liability, in excess of the amounts set forth in Sections 1-07.18(1).1 (for Jones Act and LHWCA liability), 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).8, and 1-07.18(1).9, respectively. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site to the extent that they are not named on any of the foregoing policies as named insureds.

1-05.15(1).6 Professional Liability

The Design-Builder shall provide professional liability coverage with limits not less than ***\$1\$\$*** per claim and aggregate. The professional liability coverage shall protect against any negligent act, error, or omission arising out of design or engineering activities with respect to the Project. The policy shall be a Project-specific policy and shall have a retroactive date no later than the date on which the RFP was issued and shall remain in place through Final Acceptance. The policy shall have an extended reporting period of not less than 6 years after Final Acceptance. The coverage shall include design Subconsultants of any tier. This policy may be excess over coverage for claims which may also be covered pursuant to the commercial general liability policy required in Section 1-07.18. The coverage shall also include an indemnity endorsement to provide coverage for the Indemnified Parties for liability arising out of the

activities or any act, error, or omission of any Related Entity providing professional services hereunder.

1-05.15(1).7 Builders Risk

minimum annual aggregate limit per occurrence applicable to this Project. The Design-Builder shall procure and maintain builder's risk insurance for the Project as specified below. The policy shall be written by insurers authorized to conduct business in the State of Washington with a minimum A.M. Best's Rating of A-, Class X. The insureds shall be the Design-Builder, any Related Entity (excluding those solely responsible for design Work), WSDOT and the Indemnified Parties, as their interests may appear. The insurance shall be maintained until the date of Final Acceptance; provided that Design-Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to WSDOT.

a. Minimum Scope

The policy shall be a blanket builder's risk insurance policy on an "all risk" basis for the entire Project including: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against damage or loss caused by earth movement, flood, fire, accidental breakdown of machinery, theft, vandalism and malicious mischief; (3) coverage for removal of debris, (4) coverage for buildings, structures, machinery, equipment, facilities, fixtures and all other properties constituting a part of the Project; (5) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to WSDOT.

In satisfaction of the requirements of Subsection (4) above concerning "ocean marine coverage", the Design-Builder may obtain separate ocean marine insurance on an "All Risk" basis known as "Institute Cargo Clauses (A)" including war, riots and strikes, covering all materials and equipment associated with the Work at full replacement value while in transit, shipment and/or moorage until the date of Completion.

b. Minimum Coverage Limits

Coverage shall be for the replacement value thereof for "all risks" of direct physical loss or damage, including earth movement and flood coverage, with a minimum limit of liability equal to the greater of (a) ***\$1\$\$\$** or (b) the probable maximum loss of the Project and the components thereof. Coverage shall include earthquake insurance with sub limits of ***\$2\$\$\$** minimum annual aggregate limit and flood insurance with sub limits of ***\$3\$\$\$** minimum annual aggregate limit. The coverage shall be written without risk of liability of WSDOT for payment and without deduction for depreciation. There shall be no coinsurance penalty provision in any such policy. Deductibles or self-insured retentions shall be no greater than 2 percent of the total value of each insured unit at the time of loss.

1-05.15(1).8 Railroad Protective Liability

The Design-Builder shall provide any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Said policy shall be effective during the period any Work is being performed across, under, or adjacent to any railroad tracks or any railroad right-of-way.

1-05.15(1).9 Aircraft Liability

annual limit amount per The Design-Builder shall provide insurance, with annual limits of not less than ***\$1\$*** per occurrence, in all cases where any aircraft is used on the Project that is owned, leased, or chartered by any Related Entity, protecting against claims for damages resulting from such use. Any aircraft intended for use in performance of the Work, the aircraft crew, flight path, and altitude, including landing of any aircraft on the Site or on any property owned by the State shall be subject to review and written acceptance by WSDOT prior to occurrence of any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable but must be provided prior to use of the aircraft. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors, or omissions of any Related Entity, whether occurring on or off the Site.

1-05.15(1).10 Marine Liability

The Design-Builder shall provide marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by the Design-Builder or any Related Entity. The policy shall include, among other things, coverage for bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and LHWCA and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, charterer's liability, and removal of wreckage as required by law. Such coverage shall have primary limits of not less than ***\$1\$*** per occurrence, and excess limits of not less than ***\$2\$*** shall be required in all cases where any watercraft or vessel is used on the Project that is owned, leased, or chartered by any Related Entity. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability insurance complying with the requirements of this Section will be acceptable but must be provided to WSDOT prior to use of the watercraft or vessel. The Indemnified Parties shall be additional insureds with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site.

1-05.15(1).11 Owners and Contractors Protective Liability Insurance

The Design-Builder shall either include the State as a named insured under the CGL policy required above or provide owners and contractors protective (OCP) liability insurance, with an annual minimum limit of ***\$1\$*** per occurrence, ***\$2\$*** general annual aggregate, providing bodily injury and property damage liability coverage until the Final Acceptance date, as determined pursuant to Section 1-05.12, under Insurance Services Office form CG 0009, together with WSDOT Amendatory Endorsement No. CG 29 08, specifying the State as named insured.

1-05.15(2) General Insurance Requirements

1-05.15(2).1 Premiums, Deductibles and Self-Insured Retentions

The Design-Builder shall be responsible for payment of premiums for all insurance required under Section 1-07.18. The Design-Builder further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which the Design-Builder is responsible hereunder, the Design-Builder shall be solely responsible for all deductibles, self-insured retentions (SIR), and amounts in excess of the coverage provided. Any deductibles or SIR's shall not exceed ***\$1\$***, unless otherwise provided in Section 1-07.18. Any deductibles or SIR's shall not apply to WSDOT or the Indemnified Parties. With respect to any deductibles or SIR's in excess of ***\$2\$***, the Design-Builder shall provide, at the time the policies are delivered, a bond or an irrevocable letter of credit acceptable to WSDOT

guaranteeing payment of losses and related investigations, claims administration and defense expenses which may fall within the SIR.

1-05.15(2).2 Verification of Coverage

The Design-Builder shall file with WSDOT, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, certified copies of all policies required hereunder evidencing the minimum insurance coverages required to be provided, at least 10 Calendar Days prior to Contract execution. WSDOT shall have no duty to pay or perform under the Contract Documents until such policies, in compliance with all requirements of Section 1-07.18, have been provided. By accepting the policies as required hereunder, WSDOT does not acknowledge or represent that the insurance requirements of Section 1-07.18 have been satisfied. WSDOT expressly reserves all rights against the Design-Builder to assert claims for breach of the terms and conditions of Section 1-07.18 at any time in the future. The Design-Builder shall promptly deliver to WSDOT a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificates shall be delivered to WSDOT not less than 45 Calendar Days prior to the expiration date of any policy and bear a notation evidencing payment of the premium therefore. If requested by WSDOT from time to time, certified duplicate copies of any renewal policy shall also be provided.

1-05.15(2).3 Subcontractor Insurance Requirements

The Design-Builder shall require each Subcontractor to provide and maintain insurance that complies with the requirements for the Design-Builder-provided insurance set forth in Section 1-07.18 in circumstances where the Subcontractor is not covered by the Design-Builder-provided insurance; provided that the Design-Builder shall have sole responsibility for determining the limits of coverage required to be obtained by the Subcontractors (if any), which determination shall be made in accordance with reasonable and prudent business practices. The Design-Builder shall cause each such Subcontractor to include each of the Indemnified Parties as additional insureds under such Subcontractors' insurance policies obtained pursuant to Sections 1-07.18(1).2, 1-07.18(1).3, 1-07.18(1).4, 1-07.18(1).5, 1-07.18(1).8, 1-07.18(1).9, and 1-07.18(1).10 above. The Design-Builder shall require each such Subcontractor to require that its insurer agree to waive any subrogation rights the insurers may have against the Indemnified Parties. If requested by WSDOT, the Design-Builder shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. WSDOT shall have the right to contact the Subcontractors directly in order to verify the above coverage.

1-05.15(2).4 Endorsements and Waivers

All insurance policies required to be provided by the Design-Builder hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only Subsections (d) and (g) shall be applicable:

- (a) For claims covered by the insurance specified herein, all insurance coverage shall be primary insurance and non-contributory with respect to the named insureds, additional insureds, and their respective members, directors, officers, employees, agents, and consultants, and shall specify that coverage continues notwithstanding the fact that the Design-Builder has left the Site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an Indemnified Party, additional insured, or their members, directors, officers, employees, agents, and consultants shall be in excess of, and shall not contribute with, the insurance required herein.

- (b) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project, or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents, and consultants).
- (c) All liability insurance to be provided herein shall include a "separation of insureds" clause and shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. No policy shall contain any provision or exclusion (including but not limited to a "cross-liability" or similar exclusion) that in effect would prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim that would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy. The requirements of this Subsection do not apply to claims by the Design-Builder against any of its Subcontractors or suppliers or to claims between Subcontractors and/or suppliers.
- (d) Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, modified, or reduced in coverage or in limits except after 45 Calendar Days (10 Calendar Days for non-payment of premium) prior written notice by certified mail, return receipt requested, has been given to WSDOT. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.
- (e) All endorsements adding additional insureds to required policies shall be on form CG-20-10 (1985 edition) or an equivalent form and shall contain no limitations or exclusions with respect to "products/completed operations" coverage. The coverage shall be primary and non-contributory with respect to any other insurance maintained by the additional insured. Any insurance or self-insurance that is maintained by an additional insured, or their members, directors, officers, employees, agents, and consultants shall be in excess of, and shall not contribute with, the insurance required herein.
- (f) The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent and Form CA 2048.
- (g) Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of pollution liability, and earth movement policies).
- (h) The commercial general liability insurance policy shall be endorsed to state that coverage for bodily injury to Related Entity employees shall not be excluded.

1-05.15(2).5 Waivers of Subrogation

The Design-Builder waives all rights against the Indemnified Parties, against each of their agents and employees and against Subcontractors and suppliers and their respective members, directors, officers, employees, agents, and consultants for any claims arising out of the performance of Work under this Contract. The Design-Builder shall require all Subcontractors and any Related Entity to provide similar waivers in writing each in favor of the Indemnified Parties. The waivers required in this Subsection do not apply to claims between Subcontractors and/or Subconsultants of the Design-Builder or those claims asserted by the Design-Builder against any Subcontractors and/or suppliers. Each policy, including, but not limited to, workers' compensation coverage, but excluding owners and contractors protective liability insurance, shall include a waiver of any right of subrogation against the Indemnified Parties and any other additional insureds (and their respective members, directors, officers, employees, agents, and consultants).

1-05.15(2).6 Changes in Requirements

WSDOT shall notify the Design-Builder in writing of any changes in the requirements applicable to insurance required to be provided by the Design-Builder. Except as set forth in Section 1-07.18(2), any additional cost from such change shall be paid by WSDOT and any reduction in cost shall reduce the Contract Price pursuant to a Change Order.

1-05.15(2).7 No Recourse

All costs for insurance shall be considered incidental to and included in the Contract Price and no additional payment will be made by WSDOT unless expressly specified in Section 1-07.18(2).

1-05.15(2).8 Support of Indemnifications

The insurance coverage provided hereunder by the Design-Builder shall support but is not intended to limit the Design-Builder's indemnification obligations under the Contract Documents.

1-05.15(2).9 Commercial Unavailability of Required Coverages

If, through no fault of the Design-Builder, any of the coverages required in Section 1-07.18 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, WSDOT will consider in good faith alternative insurance packages and programs proposed by the Design-Builder, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein. The Design-Builder must demonstrate to WSDOT's reasonable satisfaction that it has used diligent efforts in the global insurance markets to obtain the required insurance coverages, and shall advise WSDOT of the specific results of those efforts. The Design-Builder shall not be entitled to any increase in the Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. WSDOT shall be entitled to a reduction in the Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, with the amount to be determined by extrapolation using the insurance quotes included in the Escrowed Proposal Documents escrowed pursuant to Section 1-03.15 (or based on other evidence of insurance premiums as of the Proposal Date if the Escrowed Proposal Documents do not provide adequate information).

1-05.15(3) WSDOT's Right to Remedy Breach by Design-Builder

The Design Builder shall provide WSDOT with notice of any cancellation of a policy required hereunder, by facsimile transmission and U.S. Mail, within 2 business days of receipt. Failure on the part of the Design-Builder to maintain the insurance as required hereunder shall constitute a material breach of the Contract, upon which WSDOT may, after giving 5 business days' notice to the Design-Builder to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to WSDOT on demand, or at the sole discretion of WSDOT, offset against funds due to the Design-Builder from WSDOT.

1-05.15(4) Insurance Proceeds and Prosecution of Claims

Unless otherwise directed by WSDOT in writing, the Design-Builder shall be responsible for reporting and processing all potential claims by WSDOT or the Design-Builder against the insurance required to be provided under Section 1-07.18. Except as noted otherwise, the Design-Builder shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Design-Builder agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any

and all insurance claims on behalf of WSDOT, the Indemnified Parties, and any additional insureds, whether for defense or indemnity or both. WSDOT agrees to promptly notify the Design-Builder of WSDOT's incidents, potential claims, and matters which may give rise to an insurance claim by WSDOT, to tender its defense of the claim to Design-Builder, and to cooperate with the Design-Builder as necessary for the Design-Builder to fulfill its duties hereunder.

1-05.15(5) Claims Relating to Differing Site Conditions

The Design-Builder shall be responsible for reporting and processing all potential insurance claims relating to Differing Site Conditions. The proceeds of all such claims shall be paid directly to WSDOT. The Design-Builder agrees to report timely to the insurer(s) any such matters which may give rise to an insurance claim and to promptly and diligently pursue such claims on behalf of WSDOT. The Design-Builder shall maintain contemporaneous records of all costs incurred by it with respect to the Differing Site Condition pending a determination by the insurance company regarding the claim. WSDOT agrees to cooperate with the Design-Builder as necessary for the Design-Builder to fulfill its duties hereunder.

1-05.15(6) Commencement of Work

The Design-Builder shall not commence Work under this Contract until it has obtained the insurance required under Section 1-07.18, has furnished original policies of insurance evidencing the required coverage as required hereunder, nor shall Design-Builder allow any Subcontractor to commence Work under any Subcontract until the insurance required of the Subcontractor has been obtained and approved by Design-Builder.

1-05.15(7) Disclaimer

The Design-Builder and each Subcontractor shall have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein. Nothing in this Contract shall be construed as limiting in any way the extent to which the Design-Builder may be held responsible for any claims resulting from its performance of the Work hereunder. The Design-Builder's obligations to procure insurance are separate and independent of its contractual defense and indemnity obligations. The coverage limits set forth in Section 1-07.18 are minimum requirements and WSDOT does not represent that the minimum coverages and limits required hereunder will necessarily be adequate to protect the Design-Builder.

Exhibit I

EXHIBIT D TO MEMORANDUM OF AGREEMENT NO. GCA 6486

1. Relocated surface street within existing City right-of-way between South King Street and Battery Street consisting of the following three segments: 1) Relocated and reconstructed Alaskan Way between King Street and Pike Street with the necessary elements to accommodate efficient and safe cross traffic movements; 2) a new surface street climbing the hill west of the Pike Place Market from the intersection of Pike Street and Alaskan Way to the intersection of Blanchard Street and Elliot Avenue, including a bridge crossing over the BNSF mainline; 3) final connections from Alaskan Way to Elliott and Western Avenues between Blanchard Street and Battery Street. These streets will be designed to serve all anticipated users, including automobiles, transit, freight, bicycles and pedestrians
2. Demolition, salvage and recycling of the existing Alaskan Way Viaduct and access ramps between S King Street and the Battery Street tunnel;
3. Demolition of the on and off ramps to the existing viaduct at Columbia and Seneca Streets and associated restoration of Columbia and Seneca Streets between Alaskan Way and First Avenue.
4. Replacement, rehabilitation or protection-in-place of the Marion Street pedestrian bridge, as determined feasible, consistent with Item #1 above, and in consideration of the demolition method(s) of the Alaskan Way Viaduct in Item #2 above.
5. North and south tunnel ventilation buildings which will be designed in accordance with Section 8 – Urban Design, as stipulated in this agreement;
6. Re-establishment of the City street grid in the vicinity of the portals: John, Thomas and Harrison Streets between Dexter Avenue N and 6th Avenue N; Denny Way between Dexter Avenue N and 6th Avenue N; S. Dearborn Street between Alaskan Way and 1st Avenue S;
7. Battery Street Tunnel decommissioning, including any associated restoration of Battery Street between the Denny Way tunnel portal and Elliot Avenue that is necessary specifically due to the tunnel decommissioning method;
8. Total WSDOT budget allocated for PROGRAM elements listed in items 1 through 7 above is estimated at: \$380 million.