

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

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

**RECITALS**

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

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

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

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

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

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

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

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

## **1.0 DEFINITIONS**

1.1 Agreement - GMB 1094

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

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

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

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

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

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

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

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

## 2.0 GENERAL

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

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

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

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



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

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

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

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

### **3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS**

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

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

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

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

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

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

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

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

#### **4.0 CITY RESPONSIBILITIES FOR PROJECT IMPROVEMENTS**

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

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

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

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

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

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

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

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

## **5.0 COORDINATION OF ACTIVITIES**

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

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

## **6.0 UTILITY SERVICES**

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

## **7.0 TRAFFIC CONTROL**

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

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

## **8.0 EMERGENCY MAINTENANCE AND REPLACEMENT**

### **8.1 Notification.**

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

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

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

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

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

## **9.0 ENVIRONMENTAL**

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

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

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

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

## **10.0 PAYMENT**

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

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

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

[https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_seattle.htm#tableA](https://www.bls.gov/regions/west/news-release/consumerpriceindex_seattle.htm#tableA)

## **11.0 MODIFICATIONS**

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

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

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

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

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

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

## **12.0 RIGHT OF ENTRY AND ACCESS**

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

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

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



**13.0 NOTIFICATION AND CONTACTS**

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

<p>TO WSDOT:                  Dave McCormick, NWR Assistant Regional Administrator for Maintenance                  Washington State Dept. of Transportation                  15700 Dayton Ave N                  Seattle, WA 98133</p> <p>Email: <a href="mailto:McCormD@wsdot.wa.gov">McCormD@wsdot.wa.gov</a>                  Phone: (206) 440-4656</p>	<p>To SDOT:                  Goran Sparrman                  Interim Director                  Seattle Department of Transportation                  PO Box 34996                  Seattle, WA 98124-4996</p> <p>Email: <a href="mailto:Goran.Sparrman@seattle.gov">Goran.Sparrman@seattle.gov</a>                  Phone: 206-684-5000</p>
<p>To SCL:  <del>James Baggs</del> <i>Debra Smith</i>                  Interim General Manager and CEO                  Seattle City Light                  PO Box 94747                  Seattle, WA 98124-4747</p> <p><i>Debra Smith</i>                  Email: <a href="mailto:James.Baggs@seattle.gov">James.Baggs@seattle.gov</a>                  Phone: 206-684-<del>3200</del> <i>3500</i></p>	<p>To SPR:                  Christopher Williams                  Acting Superintendent                  Seattle Parks &amp; Recreation                  100 Dexter Ave N                  Seattle, WA 98109</p> <p>Email: <a href="mailto:Christopher.Williams@seattle.gov">Christopher.Williams@seattle.gov</a>                  Phone: 206-233-2639</p>
<p>To SPU:                  Mami Hara                  General Manager and CEO                  Seattle Public Utilities                  PO Box 34018                  Seattle, WA 98124-4018                  Reference SPU Agreement No. 18-189-A</p> <p>Email: <a href="mailto:mami.hara@seattle.gov">mami.hara@seattle.gov</a>                  Phone: 206-684-5852</p>	

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



#### **14.0 NO THIRD PARTY BENEFICIARY RIGHTS**

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

#### **15.0 INDEPENDENT CONTRACTOR**

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

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

#### **16.0 INDEMNIFICATION, HOLD HARMLESS, AND WAIVER**

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

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

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

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

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

#### **17.0 SEVERABILITY**

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

#### **18.0 AMENDMENT**

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

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

#### **19.0 ALL WRITINGS CONTAINED HEREIN**

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

#### **20.0 GOVERNANCE**

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

## **21.0 EFFECTIVENESS AND DURATION**

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

## **22.0 TERMINATION**

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

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

## **23.0 DISPUTES**

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

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

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

## **24.0 VENUE**

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

### **EXHIBITS**

Exhibit A (*SR 520 Vicinity Map*)

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

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


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

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

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

SEATTLE DEPARTMENT  
OF TRANSPORTATION

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
Sam Zimbabwe  
Director

  
  
\_\_\_\_\_  
David McCormick  
Assistant Regional Administrator –  
Maintenance

2/25/19  
\_\_\_\_\_  
Date:

February 1, 2019  
\_\_\_\_\_  
Date:

SEATTLE CITY LIGHT

SEATTLE PUBLIC UTILITIES

  
\_\_\_\_\_  
~~James Baggs~~ ~~Debra Smith~~  
Interim General Manager, CEO

  
\_\_\_\_\_  
Mami Hara  
General Manager, CEO

4/8/19  
\_\_\_\_\_  
Date:

5.17.19  
\_\_\_\_\_  
Date:

SEATTLE PARKS AND RECREATION

  
\_\_\_\_\_  
Christopher Williams  
Acting Superintendent



3/12/19  
\_\_\_\_\_  
Date:

APPROVED AS TO FORM:



A handwritten signature in blue ink, appearing to read "Mark Schumock", is written over a horizontal line.

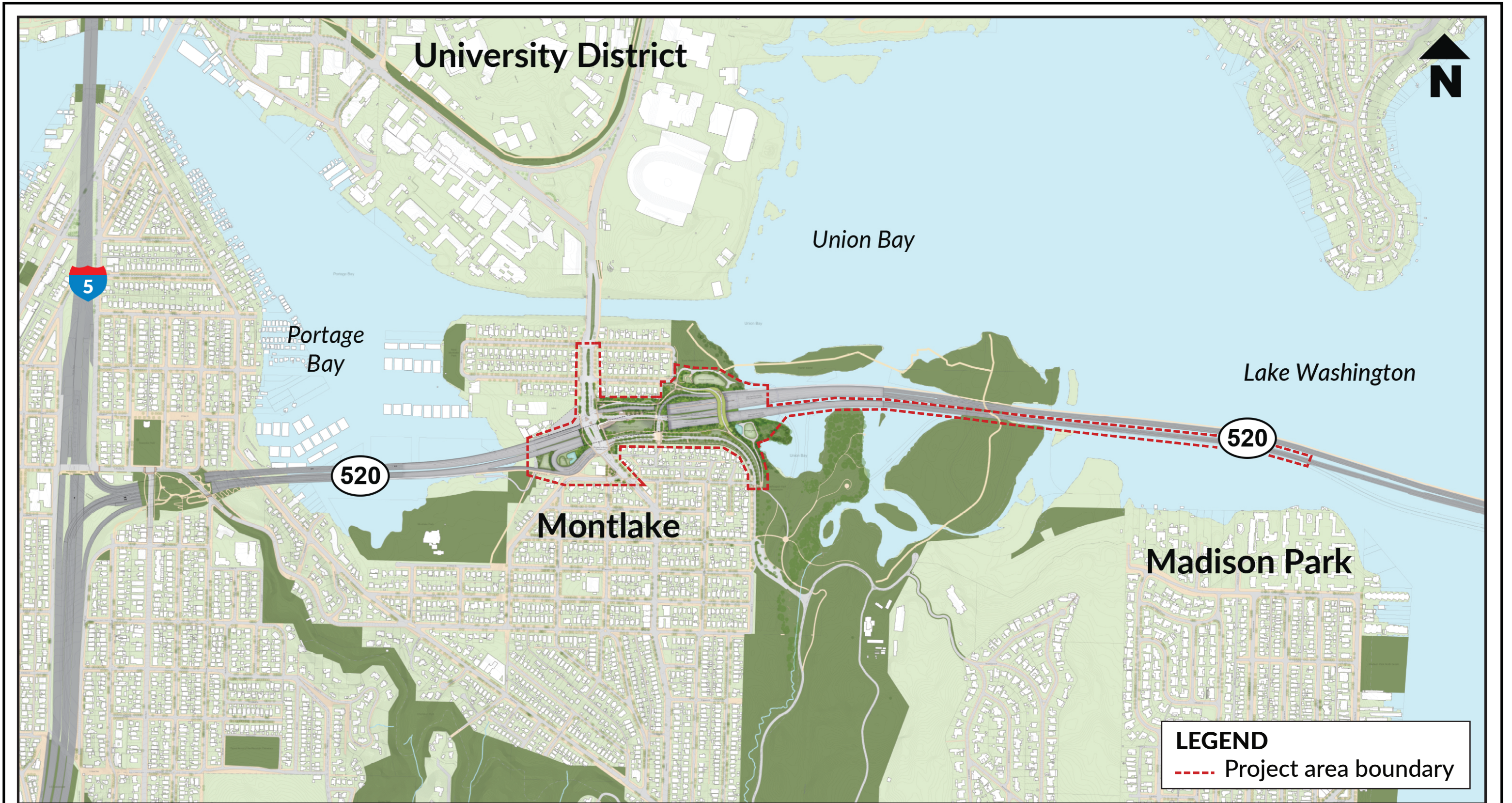
Mark Schumock  
Assistant Attorney General



A handwritten date "1/15/19" in blue ink is written over a horizontal line.

Date:

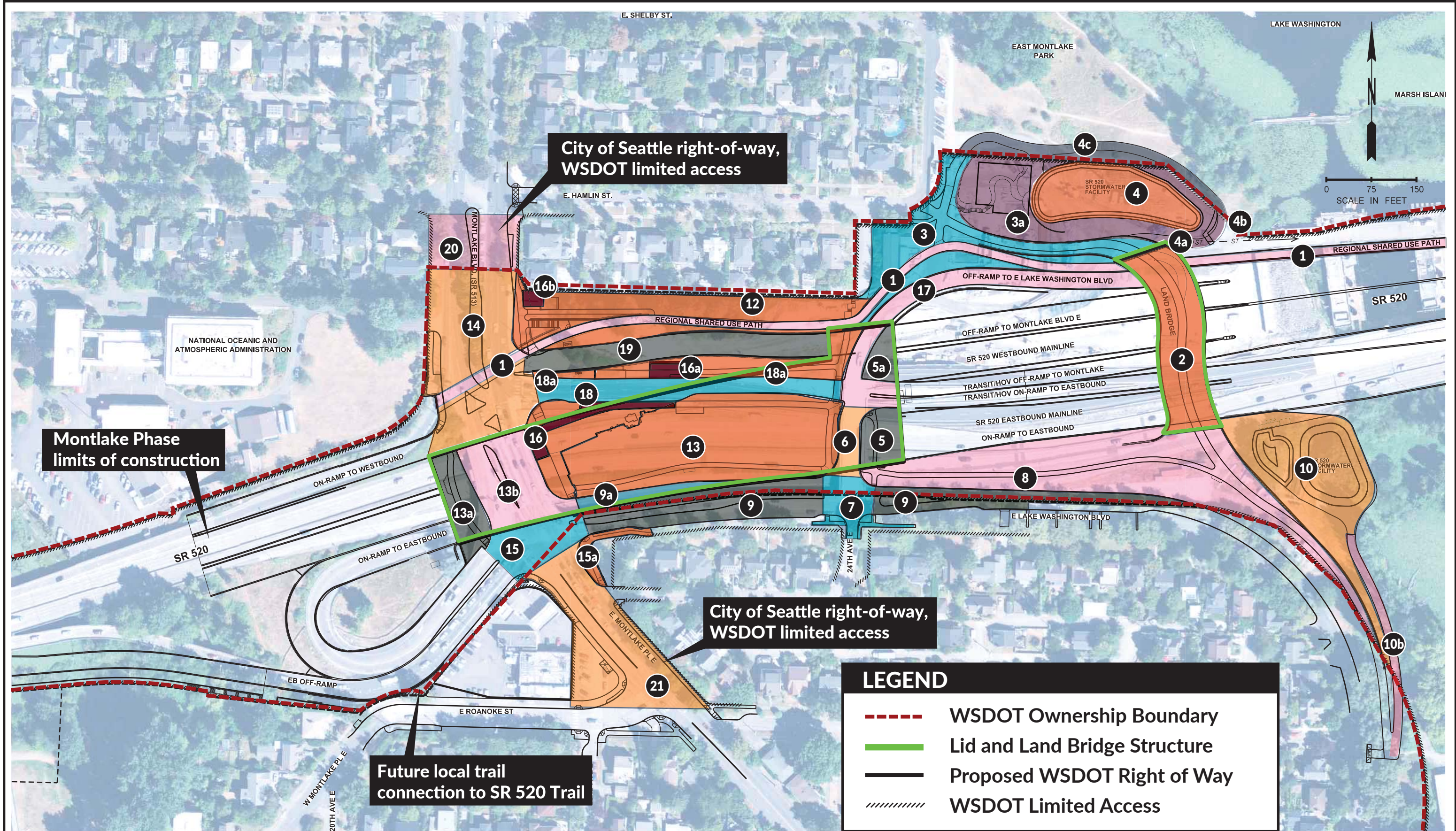




GMB 1094

Exhibit A: SR 520 vicinity map





GMB 1094  
Exhibit B: Agreement area map key



Att A Exhibit B - Agreement area map key and table V1

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

Att A Exhibit B - Agreement area map key and table V1

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

Att A Exhibit B - Agreement area map key and table V1

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

Att A Exhibit B - Agreement area map key and table V1

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

Att A Exhibit B - Agreement area map key and table V1

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

Att A Exhibit B - Agreement area map key and table V1

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



Att A Exhibit B - Agreement area map key and table V1

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

**NOTES**

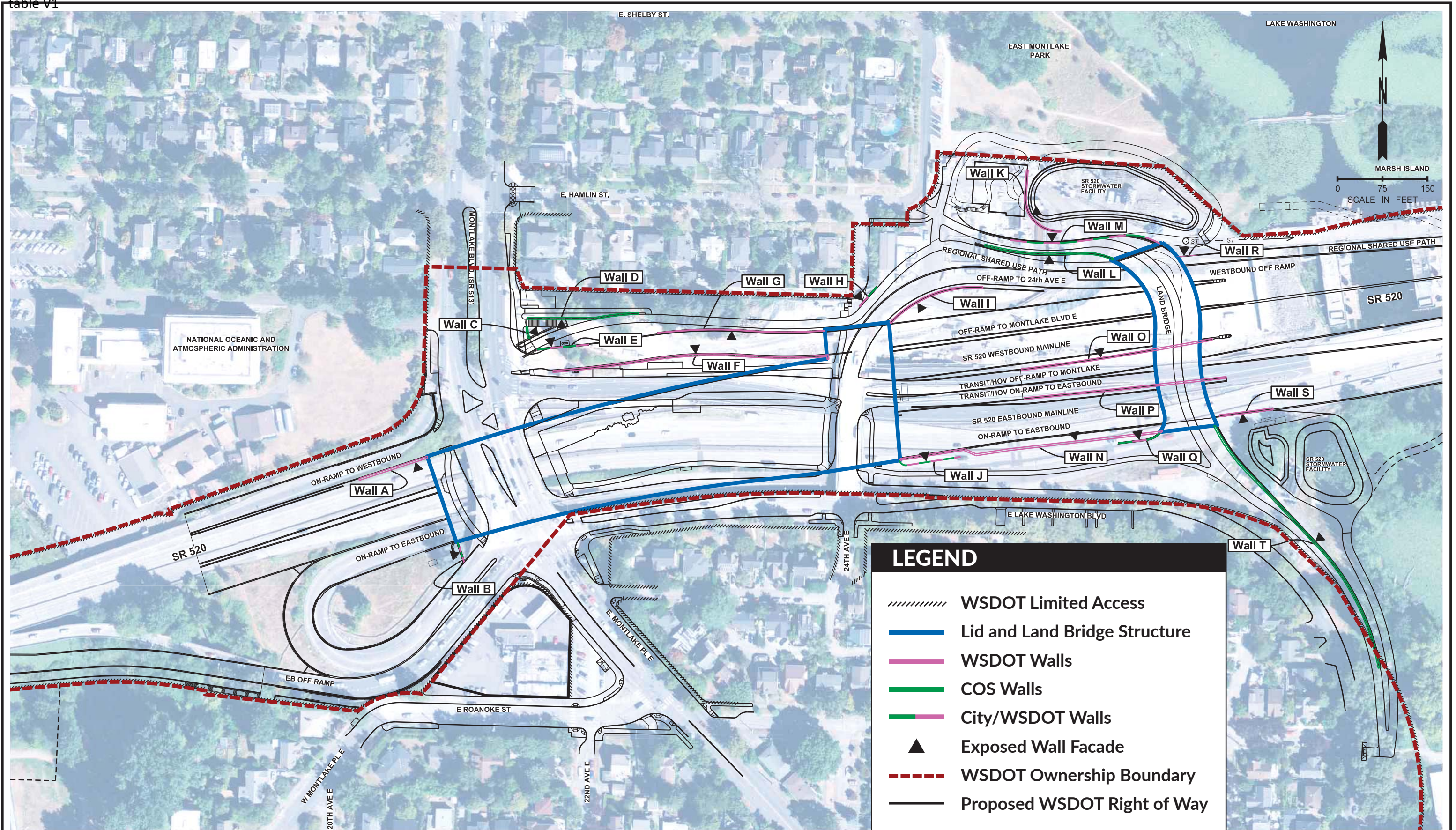
**Irrigation System** - Includes all system components including but not limited to: main lines, lateral lines, valves, irrigation heads, controller

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

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

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



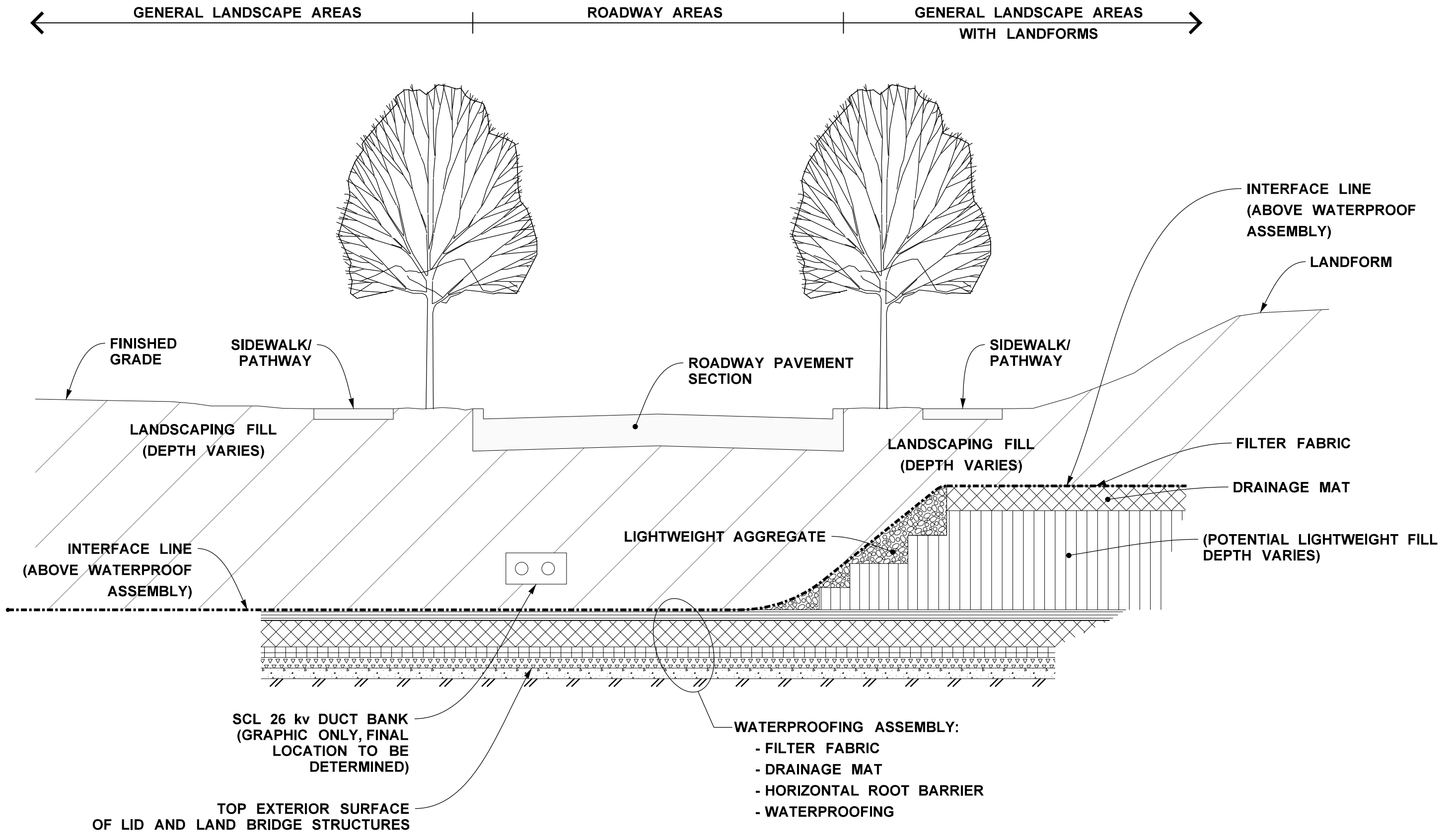


GMB 1094  
Exhibit C: Wall map key



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

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



NOT TO SCALE

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