

GCA 5962 Task Order AH
EXHIBIT A
Washington State Department of Transportation (STATE) and
City of Seattle (CITY)
Design-Build Coordination and Permitting Procedures
SR 520: Portage Bay Bridge Project

1.0 General

- 1.1 These Procedures are called for in and otherwise necessitated by this Task Order AH to GCA 5962, and by the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle City Light (SCL), hereinafter referred to as UTB 1504, the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle Information Technology Department (SITD) hereinafter referred to as UTB 1506 and the Utility Design-Build Agreement between the STATE and the CITY, by and through Seattle Public Utilities (SPU), hereinafter referred to as UTB 1505. UTB 1504, UTB 1506 and UTB 1505 are incorporated herein by reference.
- 1.2 This document describes the CITY and the STATE roles and procedural responsibilities for the Project, as described below. Procedures within this document address: design coordination and plan review processes; construction coordination, including inspections, testing, and acceptance for SDOT, SCL, SPU, SITD and Seattle Parks and Recreation (SPR); and the Street Use Permit process Seattle Department of Transportation (SDOT) will conduct for the Project. This document does not address plan review or permits issued by other departments of the CITY.
- 1.3 Nothing in this document is intended, or shall be construed, to expand the scope of the CITY's responsibility regarding the Project beyond the scope stated in these Procedures.

2.0 Provisions

- 2.1 The STATE is responsible for funding the Project except for portions of the Project that SPU, SITD and SCL are responsible for as provided in UTB 1505, UTB 1506 and UTB 1504. The STATE shall provide necessary funding for pertinent Project costs without reimbursement from the CITY, unless such costs are attributable to and deemed to be Betterment, or as defined and determined herein.
- 2.2 The STATE is responsible for designing and constructing the Project. The STATE will manage risk, produce design, and conduct construction in a manner that maximizes cumulative public benefits and minimizes cumulative public costs. The STATE is responsible for taking measures to minimize, limit, and mitigate damage to CITY Facilities and CITY Interests that may result from the Project construction. The STATE is responsible for remedying at its cost such damage should it occur.

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- 2.3 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.
- 2.4 The STATE is responsible for implementing the Community Construction Management Plan (CCMP), which addresses community issues and communications needs arising as a result of Project construction activity. The STATE will provide CITY with an opportunity to review and comment on the Design-Builder's CCMP submittals and will resolve all CITY comments. The STATE will review any proposed CCMP changes with CITY and will seek to reach consensus with CITY on any such changes before approving changes.
- 2.5 The STATE is responsible for environmental review of the Project and will consult with CITY in preparing any updates to Project NEPA environmental documents. The STATE's environmental review does not obviate or supersede SDOT's SEPA authority, exercised through SDOT review and permitting of the project, including permit conditions as determined by SDOT.
- 2.6 Each Party shall ensure that its employees, agents, and contractors, to the extent applicable, comply with the obligations of these Procedures.
- 2.7 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.
- 2.8 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 these Procedures 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.
- 2.9 A judicial determination that any term, provision, condition, or other portion of these Procedures, whether in whole or in part, is inoperative, invalid, void, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of these Procedures, whether in whole or in part, and the remaining terms, provisions, conditions, or other portions of these Procedures, whether in whole or in part, shall remain valid and enforceable to the fullest extent permitted by law.

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2.10 These Procedures may be amended only by a written instrument, duly authorized by the CITY through SDOT and the STATE and executed by their duly authorized representatives.

3.0 Definitions/Glossary

3.1 Approved Plans – That portion of the RFC Documents that evidence the CITY’s determinations through the design review and LOPA/Concurrence Letter processes described in these Procedures, that the design of CITY Facilities and CITY Interests depicted in the RFC Documents conform to the criteria established in these Procedures, UTB 1504, UTB 1505, and UTB 1506.

3.2 Betterment – Any upgrading of the CITY Facilities/Interests, or the design and construction of any new CITY Facilities/Interests that are not attributable to the Project and are made solely for the benefit of and at the election of the CITY at the CITY’s cost. Examples of work that will not constitute a Betterment, so that the CITY shall not bear cost responsibility, are:

- 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;
- Any change necessary to meet local or federal code requirements, such as ADA requirements and/or CITY Standards; or
- Replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase).

3.3 Business Day – Monday through Friday, inclusive, except for official City of Seattle and State of Washington holidays.

3.4 Calendar Day – Any day, or portion of a day, on the calendar including Saturdays, Sundays, and legal holidays, beginning and ending at midnight.

3.5 CITY – City of Seattle, a municipal corporation.

3.6 CITY Facilities – CITY infrastructure (including utilities in WSDOT ROW that have or will have a permit or easement) and CITY Right-of-Way improvements or CITY owned property improvements that are impacted by, modified or constructed as part of the Project that are or will be owned by the CITY.

3.7 CITY Interests – Improvements outside of the CITY Right-of-Way and outside of CITY owned property that are modified or constructed as part of the Project that are or will be operated, improved/replaced and/or maintained by the CITY, as defined in applicable maintenance agreements.

3.8 CITY Facilities/Interests – CITY Facilities and CITY Interests.

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- 3.9 CITY Right-of-Way or CITY Street Right-of-Way – Public street right-of-way under the jurisdiction of SDOT pursuant to Title 15 of the Seattle Municipal Code.
- 3.10 CITY Standards – City of Seattle standard plans, specifications, and design guidelines; City of Seattle laws, rules, regulations and standards; and all applicable federal and state laws, rules, regulations and standards.
- A. Seattle Municipal Code;
 - B. City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
 - C. City of Seattle Standard Plans for Municipal Construction;
 - D. SDOT, SCL and SPU Director's Rules, including the CITY of Seattle Streets Illustrated and any revisions to the Right-of-Way Improvements Manual;
 - E. SCL Material Standards;
 - F. SCL Construction Standards and Work Practices;
 - G. SPU Standards and Guidelines;
 - H. SPR Standards; and
 - I. Any other codes, guidelines, or standards specified in UTB 1506, UTB 1504, UTB 1505, or the Conformed Contract Documents.
- 3.11 Conformed Contract Documents – The final contract documents executed between the STATE and the selected Design-Builder, subsequent to contractor selection.
- 3.12 Construction Director – The STATE staff person who will manage the SR 520 Design-Build contract and will be primary liaison with SDOT for the Project, and who may assign some portion of duties to other designated STATE staff or consultants as needed.
- 3.13 Interagency Manager – The person designated by SDOT to act as the CITY's primary liaison with the STATE for the Project, who may assign some portion of duties to other designated CITY staff or consultants as needed.
- 3.14 CQAM – Construction Quality Assurance Manager assigned and designated by the Design-Builder with responsibility to verify and validate that construction QC and QA procedures required by Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.15 Design-Build Contract – The contract that the STATE awards to and executes with the contractor with the best value responsive proposal to complete the design and construct the Project.

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- 3.16 Design-Builder – The entity with whom the STATE enters into the Design-Build Contract and who is responsible to complete the design and construct the project.
- 3.17 Design Submittal – Plans, specifications, and design documentation representing design of a given Project element in the Design-Build Contract, accompanied by a cover letter specifying what is in the given design submittal and what has been or will be covered in related design submittals.
- 3.18 DQAM – Design Quality Assurance Manager, a licensed professional engineer assigned and designated by the Design-Builder with responsibility to verify and validate that design QC and QA procedures required by Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.19 Engineer of Record – The engineer licensed in the State of Washington who has been commissioned as the prime engineer of the Project, having overall responsibility for the adequacy of the design and the coordination of the design work of other engineers and whose professional seal is on the Approved Plans. The Parties agree that Approved Plans and Released for Construction Documents for each component of the Project shall be stamped and signed by an engineer of record representing the Design Builder who is preparing the Approved Plans pursuant to the requirements of state law.
- 3.21 FDS – Final Design Submittal of 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.
- 3.22 Hazardous Substance – 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.
- 3.23 Hold Point – Points during construction where critical characteristics are to be measured and maintained, and beyond which it would be impractical to determine adequacy of either materials or workmanship.

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- 3.XX Inspection and Test Plan – Describes all of the proposed QA inspections and tests to be performed throughout the construction process.
- 3.XX Interim Use and Operations Letter – Written notification from the CITY to the STATE, during construction, that signifies the CITY is assuming responsibility for the interim use and operation of the CITY Facilities or CITY Interests until the Parties execute a Letter of Acceptance.
- 3.24 Letter of Acceptance – Written notification from the CITY to the STATE, post-construction, that signifies all issues have been resolved and that specified CITY Facilities or CITY Interests are acceptable to the CITY as defined in these Procedures. For CITY Facilities, this signifies approval for the STATE to transfer all rights and ownership of CITY Facilities to be owned by the CITY. The Letter of Acceptance does not transfer any interest in real property. Approval from SCL is required for SCL Facilities, and approval from SPU is required for SPU Facilities. A Letter of Acceptance does not constitute a waiver of any claims for Non-conforming Work unless otherwise approved in writing by the CITY, damages, or claims caused by the negligent acts or omissions of the STATE or the Design-Builder.
- 3.25 Concurrence Letter – Written notification from the CITY to the STATE following the completion of the plan review process defined in these Procedures, signifying that the content pertaining to CITY Interests shown in the RFC Document(s) identified in the letter conform with the requirements of these Procedures, UTB 1504, UTB 1506 and UTB 1505, and are incorporated into the Approved Plans. SDOT will issue one Concurrence Letter for the CITY per RFC Document, which will include approval from SPU and SCL if the RFC Document includes SPU or SCL Interests.
- 3.26 LOPA – Letter of Plan Approval - A formal letter issued to the STATE by SDOT as a follow-up to an issued Street Use Permit, following the completion of the plan review process defined in these Procedures, signifying that the content pertaining to CITY Facilities shown in the RFC Document identified in the letter conform with the requirements of these Procedures, UTB 1504 (SCL Agreement) and UTB 1505 (SPU Agreement) and are incorporated into the Approved Plans. SDOT will issue one LOPA for the CITY per RFC Document which will include approval from SPU and SCL if the RFC Document includes SPU or SCL Facilities.
- 3.28 Non-conforming Work – Project design or construction work or materials that do not comply with Design-Build Contract, Street Use Permits, LOPAs, Approved Plans, local or federal code requirements, or applicable CITY Standards unless otherwise approved in writing by the CITY.
- 3.29 Over-the-Shoulder (OTS) – Ongoing, routine, informal coordination and/or review of Project design elements among the STATE, the CITY, and the Design-Builder.

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- 3.30 Private Utilities – Utility uses, excluding facilities owned by the CITY, that are governed and enforced through CITY Code or Ordinance, whether approved or not through franchise agreements and/or Street Use Permits by the CITY.
- 3.31 Procedures – All procedures and processes within this Design-Build Coordination and Permitting Procedures document, from Section 1 through Section 17.
- 3.32 Project – Design refinement, final design and construction of the Portage Bay Bridge phase of SR 520, as further described in Section 4.2.
- 3.33 PQM – Project Quality Manager assigned and designated by Design-Builder with overall responsibility to verify and validate that design and construction QC and QA procedures required by the Conformed Contract Documents (specifically, the QMP) are administered and followed.
- 3.XX PDS – Preliminary Design Submittal of plans and design documentation representing the preliminary design of a given Project element in the Design-Build Contract.
- 3.34 QA – Quality Assurance.
- 3.35 QC – Quality Control.
- 3.36 QMP – Quality Management Plan - Documents to be prepared by the Design-Builder before submittal to and design review of the CITY that will define timing, content, and format of all QC and QA procedures for design (“Design QMP”) and construction (“Construction QMP”).
- 3.37 QV – Quality Verification
- 3.38 Released For Construction (RFC) Documents – The design documents stamped “Released For Construction” by the Design-Builder. These documents provide plans and specifications for a given Project element that are construction ready and have been certified by the Design-Builder as having met all contract requirements, including CITY Standards, and received all approvals and permits. The RFC Documents address all review comments from Preliminary Design Submittal and Final Design Submittal.
- 3.39 Remediation – same as Remedy or Remedial Action defined in the Model Toxics Control Act (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.
- 3.40 RFI – Request for Information.

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3.41 RFP – Request for Proposal.

3.42 ROM – Record of Materials.

3.43 SDOT – Seattle Department of Transportation.

3.44 SCL – Seattle City Light.

3.45 SMC – Seattle Municipal Code.

3.46 SPR – Seattle Parks and Recreation.

3.47 SPU – Seattle Public Utilities.

SITD – Seattle Information Technology Department

3.48 Street Use Permit – 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 Seattle Municipal Code.

3.49 STATE – Washington State Department of Transportation.

3.50 Task Force – A group led by the Design-Builder that consists of the STATE, the CITY, and other stakeholders meeting regularly to review and reach decisions relating to a particular subject.

3.51 CITY Utility – The City of Seattle Utility Departments: Seattle City Light, Seattle Information Technology Department and Seattle Public Utilities.

3.52 Work – All of the administrative, design, engineering, real property acquisition support services, utility support services, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, inspection, labor, materials, equipment, maintenance, documentation, and other duties and services to be furnished and provided by the Design-Builder as required by the Conformed Contract Documents, including all efforts necessary or appropriate to achieve a Letter of Acceptance, except those efforts that the Conformed Contract Documents specify will be performed by the STATE or other persons. In certain cases, the term may also be used to mean the products of the Work.

4.0 Scope

4.1 In order to meet the Project schedule, the STATE and the CITY will continue implementation of a close coordination process through design and construction and agree that:

- The CITY will provide qualified staff during design and construction and will strive to assign staff members who are authorized to make final decisions. CITY staff will

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communicate with the STATE Construction Director or designee in assisting in the evaluation of the conformity of CITY Facilities/Interest with the Release For Construction Documents and Approved Plans. 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 these Procedures.

- Design and construction of CITY Facilities/Interests, including repair, shall comply with CITY Standards, unless otherwise agreed by the Parties in writing.
- Design and construction of CITY Facilities/Interests shall consider long-term operation and maintenance costs and requirements and minimize potential interruptions and disruptions to CITY Utility customers.
- The STATE may request the CITY to operate and maintain certain STATE owned Project facilities as may be established by separate agreement.
- Local motorized and non-motorized traffic through the Project area will be maintained during Project construction, while minimizing impact to existing street system. The STATE, with SDOT's input, will formulate plans to maintain traffic flow during construction of the Project and will comply with the Approved Plans, Street Use Permits, and LOPAs including any requirements related to haul routes.
- The Interagency Manager or designee may consult with and make inquiries of the Construction Director or designee regarding Project information pertinent to CITY Facilities/Interests, and the Construction Director shall disclose all documentation pertinent to CITY Facilities/Interests and performance of the CITY's regulatory responsibilities to the Interagency Manager.
- If execution of the Design-Build Contract is delayed until January 2024 or thereafter, the Project design will be subject to any new applicable CITY Standards adopted during the period of such delay.

4.2 The Project includes the following general components, with details further described in the Design Build Contract for the Project:

- A seismically stronger Portage Bay Bridge to replace the existing bridge;
- Extension of the Regional Shared Use Path across Portage Bay Bridge;
- A community connecting lid at 10th Avenue East and Delmar Drive East;
- A landscaped, bicycle and pedestrian shared use crossing over I-5;

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- Construction of traffic signal systems, stormwater and drainage infrastructure, retaining and noise walls, fences, landscaping, and other elements of the highway design and associated amenities at different locations in the Project area;
 - Utility related construction as described in UTB 1504, UTB 1506 and UTB 1505; and
 - Utility services (such as power and water) will be metered separately to reflect the CITY and STATE areas of maintenance and to service infrastructure such as illumination and irrigation.
- 4.3 These Procedures are based on the expectation that the STATE is responsible for the Project, which will be designed and constructed using a Design-Build Contract. The STATE will manage the Design-Build Contract according to terms of the Conformed Contract Documents, RFC Documents, Approved Plans, Street Use Permits and LOPAs. For purposes of these Procedures, the STATE shall be responsible for any and all obligations of the Design-Builder.
- 4.4 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;
 - Comply with the STATE and CITY procedural requirements;
 - Fulfill SDOT regulatory requirements set forth in SMC Title 15;
 - Achieve the Project schedule;
 - Allow construction to proceed in a timely manner;
 - Minimize Project scope creep;
 - Minimize impact on CITY Facilities/Interests; and
 - Act in best interest of both the public and the environment.
- 4.5 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.
- 4.6 The basis of the Design-Build Contract will be conceptual design plans, which include basic configuration elements already prepared by the STATE. The STATE and the CITY coordinated during the conceptual design process to identify basic Project configuration, as well as applicable CITY standards and technical requirements through the following:
- Seattle Design Commission (SDC) coordination including:

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- The 2011-2012 Seattle Community Design Process: “Seattle Community Design Process Final Report”, Dec 20, 2012
- The 2014-2015 West Side Design Refinements Process: “SR 520 West Side Final Concept Design Final Report”, Feb 2016
- SDC Endorsement Letter for the SR 520 Portage Bay Bridge and Roanoke Lid Project, April 2, 2020
- RFP/Policy coordination (ongoing)
- Operations and Maintenance Agreement GMB 1094 Amendment 01, executed XXXX
- RFP review (ongoing)
- Conceptual Design Refinements for the SR 520 Portage Bay Bridge and Roanoke Lid Project, 2019
- Conceptual Design, RFP Development and Procurement Procedures, Exhibit A-6, GCA 5962 Task Order AD, Amendment No. 6

Due to the complexity of the Project, the STATE and the CITY recognize that unanticipated situations may arise that require modification of the conceptual design and RFP technical requirements. The CITY’s comments provided through RFP review related to CITY Facilities/Interests are solely for the benefit of the CITY.

- 4.7 Throughout the duration of the design-build contract, the STATE agrees to seek input from the CITY on the Project design and preparation of Design Submittals. The STATE will deliver the following to the CITY for their review of CITY Facilities/Interests:
- A. PDS packages
 - B. FDS packages
 - C. RFC Documents
- 4.8 Conformed Contract Documents will require Design-Builder to organize Task Forces for design development, coordination, construction, and management of various elements of the work. Task Forces will generally be aligned with each Project design discipline and will provide an opportunity for the STATE and CITY staff to collaborate with Design-Builder and provide input through design and construction processes.
- 4.9 Task Forces will meet on a regular basis to solicit input, coordinate design and construction work, and provide a venue to assure dissemination of critical Project information to all members. Design-Builder will lead scheduling these meetings and taking responsibility to record and distribute the meeting minutes. Task Forces will work collaboratively to review and provide comments as Design-Builder develops the three design submittals referenced in Section 4.7. These meetings, combined with Over-the-Shoulder coordination, will be an integral part of the design review process to discuss and resolve design issues and reduce

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the level of effort required to conduct the formal review process of the different design submittals. Over-the-Shoulder coordination will occur through attendance at the Task Force meetings or other meetings that may be established by Design-Builder (including comment resolution meetings at the conclusion of formal reviews), and through routine day-to-day interactions.

- 4.10 The CITY will participate in Task Force meetings affecting CITY Facilities/Interests. Task Force participants from both Parties will include qualified subject matter experts assigned to the Project who will be reviewing submittals, including CITY asset owners who will have financial responsibility for CITY Facilities/Interests. The STATE will notify CITY asset owners and provide an agenda five (5) Business Days prior to the Task Force meetings.

Task Force participants may include representatives from other stakeholders such as King County, Private Utilities, and adjacent contractors. Additional task forces may be instituted during the life of the Project in which the CITY's participation will be requested.

- 4.11 In implementing a Design-Build Contract, construction of some portions of the Project will begin while design of others is ongoing. While the STATE has developed a conceptual schedule and sequencing to complete the work, the ultimate sequencing of design and construction will be the responsibility of the selected Design-Builder to determine based on various constraints and requirements included in Conformed Contract Documents. The STATE will provide the CITY with a detailed overall schedule that includes and highlights work related to CITY Facilities/Interests and will coordinate with the CITY to schedule shutdowns, closures, cutovers, and other CITY crew work and inspections. The STATE will also provide a clear work breakdown of the design timeline of the PDS, the FDS, and RFC Documents. The STATE will provide monthly Project schedule updates and weekly design and construction lookahead schedule updates. Any schedule changes will be promptly communicated to the CITY as soon as they become known by the STATE.

- 4.12 The STATE will submit a QMP to the CITY that defines timing, content, and format of all design submittals and construction document reviews, and how Design-Builder will ensure all QC and QA procedures have been completed, to confirm all review comments have been incorporated as agreed by the STATE and the CITY during comment resolution process. The QMP will also include processes and procedures for how regularly scheduled Task Force meetings will be used to support quality goals of Conformed Contract Documents. The QMP will include an Inspection and Test Plan. The STATE will provide the CITY with opportunity to review and comment on QMP to the extent it is related to CITY Facilities/Interests. No design review on CITY Facilities/Interests will commence until the Design Builder's final Design QMP has been submitted and all comments related to CITY Facilities/Interests have been addressed to meet City Standards and procedural requirements. No work on CITY Facilities/Interests will commence until the Design-Builder's final Construction QMP has been submitted and all comments related to CITY

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Facilities/Interests have been addressed to meet City Standards and procedural requirements.

- 4.13 The STATE will designate a PQM who will be responsible for developing and updating the QMPs, ensuring all elements of work are performed in accordance with Conformed Contract Documents, Approved Plans, Street Use Permits, and LOPAs, and ensuring adequate staffing and expertise are utilized for QC and QA efforts. The STATE will require Design-Builder to designate a CQAM with overall responsibility for Construction QMP. The STATE will also require Design-Builder to designate a DQAM with overall responsibility for Design QMP. The CQAM and DQAM will be responsible for verifying and validating QC and QA procedures required by the QMPs are administered and followed.
- 4.14 SDOT costs for SDOT staff time and work to carry out Procedures (excluding Betterments) will be paid by the STATE via Project Services Agreement GCA 5962, as may be amended.

5.0 Design-Build General Coordination Procedures - CITY and STATE

- 5.1 The STATE will assign an engineer as Construction Director to oversee and administer the Design-Build Contract for the Project and ensure work is designed and constructed in accordance with Conformed Contract Documents, Approved Plans and any applicable permits and LOPAs. The Construction Director may delegate responsibilities to other STATE staff as needed. The Construction Director will be responsible to:
- ensure a Project Office has been set up to effectively manage Design-Builder activities through design and construction, with access for CITY staff;
 - administer Design-Build contract in close coordination with the CITY;
 - confirm Project design and construction components the CITY intends to review and evaluate, and ensure appropriate discussion and incorporation of CITY comments on design reviews, construction design change submittals, and construction materials submittals;
 - identify design deviations within design submittals to help focus reviews and improve the quality of reviews within the schedule;
 - ensure changes in design during the construction phase are conveyed to the CITY for review in a timely manner;
 - ensure regularly-updated schedule information is adequately conveyed to the CITY; and
 - coordinate and elevate unresolved issues to appropriate STATE staff and managers as necessary.

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- 5.2 SDOT will provide an Interagency Manager who will oversee and administer Project Services Agreement GCA 5962 as it relates to the Project. The Interagency Manager may delegate responsibilities to other SDOT staff as needed and will be responsible to:
- allocate appropriate SDOT staff and resources to support the Project;
 - regularly coordinate with appropriate SDOT staff and managers to support the Project;
 - work to ensure decisions are being made in a timely manner;
 - coordinate with appropriate SDOT staff and managers to resolve elevated issues; and
 - coordinate and communicate final decisions on issues and comment resolution for the CITY.
- 5.3 The Interagency Manager or designee will be responsible for the following design coordination:
- attend Task Force meetings and participate in other Over-the-Shoulder coordination and review activities;
 - determine CITY staff attendees and coordinate the activities of the CITY staff;
 - coordinate design submittal reviews within the CITY;
 - coordinate the CITY's participation and use of CITY resources to provide timely review comments on behalf of the CITY;
 - attempt to resolve issues and comments related to CITY Facilities/Interests and/or elevate issues and comments related to CITY Facilities/Interests for resolution by the STATE and CITY; and
 - communicate with the Construction Director regarding design and proposed changes to design as it relates to CITY Facilities/Interests.

The Interagency Manager or designee will be responsible for the following construction coordination:

- coordinate testing, inspections, and acceptance of infrastructure through the process described below, and provide concurrence when CITY Facilities/Interests have been implemented in compliance with CITY Standards, Approved Plans, applicable Street Use Permit, and LOPAs;
- communicate with Construction Director regarding regulatory compliance as it relates to CITY Facilities/Interests;

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- communicate with Design-Builder where authorized by Construction Director or designee; and
 - delegate, at SDOT's sole discretion, responsibility for compliance with SMC Title 15 to street use inspectors.
- 5.4 The Construction Director and Interagency Manager designees for the Project, and applicable CITY asset owners, will meet weekly to coordinate on Project issues, upcoming Project work, and any issues that need to be tracked, discussed, evaluated, or jointly decided.
- The Construction Director and Interagency Manager will also meet weekly (or more or less frequently if determined necessary by both) to maintain close coordination on Project issues, upcoming Project work and staffing needs, and any issues that have been elevated for discussion, evaluation or resolution. This coordination meeting will include applicable CITY asset owners who will have financial responsibility for CITY Facilities/Interests when there are issues that require their input/approval for resolution.
- 5.5 The CITY may request the STATE to make additions and changes to the Conformed Contract Documents, related to CITY Facilities/Interests. The STATE will consider implementing the requested changes and the STATE retains the right to reject requested changes if, in the STATE's sole discretion, incorporating such changes could result in additional cost to the STATE or a delay in Project schedule. Notwithstanding the foregoing, the STATE shall consider changes that are within the general scope of the Project and that are needed to comply with Project permits, State and/or Federal law, and CITY Standards, and ensure that changes are made to comply with the same. Such additions and changes may lead to Betterments as defined in these Procedures, UTB 1505, UTB 1506 or UTB 1504. If the Parties do not agree on whether CITY-requested additions or changes constitute a Betterment, the Parties shall follow the Dispute Resolution procedures in Section 12. If the CITY and the STATE agree to implement such Betterments, the CITY and the STATE will document the request in writing executed by both Parties. The CITY shall reimburse the STATE for costs associated with CITY-requested Betterments through Task Orders.
- 5.6 The STATE will include a number of Hold Points within Conformed Contract Documents; additional such points may be jointly established by the STATE and the CITY. Hold Points will be included whenever QA inspection is mandatory. During construction, the STATE will provide the CITY with three (3) Business Days' notice, in a format as agreed to by the Parties, of the occurrence of each Hold Point related to CITY Facilities/Interests, so that the STATE and the CITY can, at their discretion, observe or visually examine a specific work operation or test. Construction on components subject to Hold Points will not proceed until required QA inspection is performed and a written release is granted by the Design Builder's QA division subject to City approval related to City Facilities/Interests.

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6.0 Design Submittal Reviews

- 6.1 For the three submittals listed in Sections 6.3 – 6.5, CITY staff will review design elements affecting CITY Facilities/Interests for compliance with CITY Standards, and for performance of the CITY’s regulatory responsibilities within scope stated in these Procedures. The STATE and the CITY will jointly determine design elements to be reviewed by the CITY as the Project progresses.
- 6.2 The STATE will provide PDF format electronic versions of the Preliminary Design Submittal and FDS documents to the CITY for review and for CITY records. Hard copies will be provided as requested by the CITY.
- 6.3 Preliminary Design Submittal. This submittal will provide a formal opportunity for the CITY to review proposed construction documents and provide comments addressing whether documents comply with the CITY Standards in these Procedures, UTB 1505, UTB 1506 and UTB 1504; whether design features are coordinated; and whether material concerns exist within a given discipline or between disciplines. Upon receipt of this submittal, SDOT will determine whether any portion of the work contemplated in the Preliminary Design Submittal is subject to Street Use Permitting requirements under provisions of SMC Title 15 and/or a LOPA.
- (1) Contents of Preliminary Design Submittal will be organized by discipline as specified in the Conformed Contract Documents.
 - (2) Fourteen (14) Calendar Days from the Business Day following receipt of the Preliminary Design Submittal by the Interagency Manager will be allotted for review of submittal by the CITY and return of comments to Construction Director, unless additional time for review of submittal is provided as described in Section 6.6.
- 6.4 Final Design Submittal. Submittal will be prepared when design for a given element or area is 100% complete. FDS will include plan sheets, specifications, technical memos, reports, calculations, Hold Points, and other pertinent data as applicable. The submittal shall incorporate design changes from the preliminary phase and address CITY comments. As a result of on-going discussion and resolution of design and construction issues through regularly scheduled Task Force meetings and Over-the-Shoulder coordination, it is anticipated that revisions or changes will be limited at this stage.
- (1) FDS will include all Conformed Contract Documents (Chapter 1 and 2) standards and technical requirements and specifications necessary to construct the work represented in the submittal.
 - (2) Fourteen (14) Calendar Days from the Business Day following receipt of the FDS by the Interagency Manager will be allotted for review of this submittal by the CITY and

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return of comments to Construction Director, unless additional time for review of submittal is provided as described in Section 6.6.

- (3) Following resolution of all comments, as described in Section 6.8, the FDS will proceed through written certification process described in Section 6.5, in preparation for documents being Released for Construction.

- 6.5 RFC Submittal. All CITY comments on CITY Facilities/Interests shall be addressed. Comments regarding CITY Facilities/Interests or compliance with SMC Title 15 where Street Use Permits apply, will be resolved to comply with the requirements of these Procedures, including compliance with CITY Standards as determined by the CITY. The STATE will provide a written certification to the CITY, indicating that the RFC Submittal complies with all QC, QA, and design reviews required by the QMP and these Procedures, UTB 1504, UTB 1506, and UTB 1505, and that all review comment responses have been incorporated as discussed and agreed to by the Parties. Each sheet of the plan set and the cover of each set of technical specifications in RFC Submittal will be stamped "Released for Construction" and initialed and dated by the DQAM as well as stamped and signed by the Engineer of Record. The CITY shall have no obligation to issue a LOPA for an RFC Submittal if any CITY comment remains unresolved.
- 6.6 Review periods for Preliminary and Final Design Submittals may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, for submittals with overlapping review periods that are being reviewed by the same discipline team, or for submittals that contain over 100 pages of plans and calculations. For submittals received between 4:00 p.m. Thursday and 6:00 a.m. the following Monday, and holidays, review periods may be extended by 2 Calendar Days.
- 6.7 SDOT will consolidate all CITY review comments on Design Submittals and remove duplicate comments, prior to sending to the STATE for review and dissemination back to the Design-Builder. Review comments will be submitted in a manner and form as requested and approved in the QMP and mutually agreed by the STATE and the CITY. The Parties will work together to resolve conflicting comments. The Parties agree that SDOT should generally not submit comments for issues resolved in a previous submittal, but that certain factors may warrant such a comment (e.g., not compliant with contract requirements, the design has been changed, or a deviation to a CITY standard is proposed). If the Parties disagree on whether an issue was previously resolved or whether certain factors warrant the comment, the Parties will seek to resolve any disagreement on cost responsibility in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.
 - 6.7.1 When applicable to the comments, SDOT will include a supporting reference to the corresponding contract requirement or agreement section. When not applicable to a specific contract requirement or agreement section, SDOT will identify these comments as such and

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indicate the nature of the comment based on the following categories, or as otherwise mutually agreed to by the Parties: plan quality, correction, design approach, preference, and clarification.

6.7.2 The STATE will transmit all CITY comments to the Design-Builder regardless of any dispute over cost responsibility, unless both Parties agree to hold the comment for further discussion between the Parties.

6.7.3 If the Parties disagree about whether a comment about a design component is in conformance with the City Standards, the STATE will still transmit the comment to the Design-Builder. The STATE will then provide an explanation in writing to the CITY why that comment is not in conformance with the City Standards. If the CITY disagrees with the STATE's position, the CITY will promptly notify the STATE. The Construction Director and Interagency Manager will elevate the issue in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

6.8 Comment Resolution. Conformed Contract Documents will require Design-Builder to schedule comment resolution meetings with the STATE and the CITY for review of Preliminary Design Submittals and FDS, and to provide and maintain minutes of those meetings to document and resolve review comments. Comment resolutions will be incorporated in subsequent submittals, and a spreadsheet explaining action taken on each comment will be provided to the CITY.

6.9 Construction Director will provide Interagency Manager with an electronic version of RFC documents. Electronic files will: a) be provided in PDF format; and b) be retrievable through a secure FTP or file management site or submitted on portable data device as requested.

7.0 Design Approval Process for Project Activities Pertaining to CITY Facilities and CITY Interests

7.1 SDOT will issue a Street Use Permit to the STATE for the Project work governed by Seattle Municipal Code Title 15 (SMC Title 15). LOPAs issued subsequent to issuance of the Street Use Permit will add such work governed by SMC Title 15 to the scope of the Street Use Permit.

7.2 Within ten (10) Business Days after receipt of an RFC document, the CITY will determine whether an RFC Document meets the requirements of these Procedures, UTB 1505 (SPU Agreement), and UTB 1504 (SCL Agreement), and SMC Title 15. If the CITY determines that the RFC Document content complies with such requirements, the CITY will issue a LOPA documenting the CITY's approval of the RFC Document content pertaining to the CITY Facilities identified in the LOPA and incorporating the approved content into the Approved Plans, and the CITY will issue a Concurrence Letter documenting the CITY's approval of the RFC Document content pertaining to the CITY Interests identified in the Concurrence Letter and incorporating the approved content into the Approved Plans.

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7.2.1. City Facilities. If the CITY determines that the RFC Document content pertaining to CITY Facilities is noncompliant, SDOT will (1) withhold issuance of a LOPA, or (2) issue a LOPA that (a) excludes the noncompliant content and/or (b) includes conditions in compliance with the requirements of these Procedures.

7.2.1.1 SDOT will send LOPAs to the Construction Director.

7.2.1.2 LOPAs issued by SDOT for SPU and SCL infrastructure require SPU and SCL approval, respectively.

7.2.1.3 Construction for CITY Facilities will not begin until the LOPA addressing such CITY Facilities has been issued.

7.2.2. CITY Interests. If the CITY determines that the RFC Document content pertaining to CITY Interests is noncompliant, the CITY will (1) withhold issuance of a Concurrence Letter, or (2) issue a Concurrence Letter that (a) excludes the noncompliant content and/or (b) includes conditions in compliance with the requirements of these Procedures.

7.2.2.1 The CITY will send Concurrence Letters to the Construction Director.

7.2.2.2 Concurrence Letters issued by the CITY for SPU and SCL infrastructure require SPU and SCL approval, respectively.

7.2.2.3 Unless otherwise agreed to by the PARTIES in writing, construction for CITY Interests will not begin until a Concurrence Letter addressing such CITY Interests has been issued by the CITY.

7.2.2.4 If the STATE begins construction of CITY Interests prior to the CITY issuing the Concurrence Letter, or if the STATE does not comply with the conditions stated in the Concurrence Letter, the CITY will be under no obligation to accept for maintenance, operation, improvement and/or replacement of such CITY Interests until agreed to by the PARTIES in writing. Any changes to operations, maintenance or improvement/replacement responsibilities will be documented in a Letter of Understanding (LOU). The O&M Agreement (GMB 1094) will be amended to address the changes provided in the LOUs after a Letter of Interim Use and Operations or a Letter of Acceptance in accordance with these Procedures is issued.

8.0 Construction Management

8.1 The STATE will ensure CITY Facilities/Interests are constructed in accordance with Approved Plans, as may be amended pursuant to Section 8.5.

8.2 CITY Utility Agreements. The STATE has entered into the following Utility Agreements with the CITY, which address coordination on CITY Utility work within the Project area,

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and the Interagency Manager or designee will coordinate with Utility Leads under terms of those agreements:

- UTB 1505, Utility Design-Build Agreement, between the STATE and SPU
- UTB 1504, Utility Design-Build Agreement between the STATE and SCL
- UTB 1506, Utility Design-Build Agreement, between the STATE and SITD

8.3 Contractor Construction Submittals

8.3.1. Through the QMP, the STATE will develop a tracking system for the ROM to help the STATE and the CITY plan and manage staffing requirements for review of materials-related contractor submittals. The ROM will: number and list all materials used on Project; track estimated quantities required; and identify required acceptance criteria, acceptance frequency, and number of tests and/or inspection required for estimated quantities. The ROM will be updated daily, kept at the Project Office, and be accessible and available for review by the STATE and CITY staff. The STATE will provide an electronic copy of the ROM and any updates if requested by the CITY.

8.3.2. The STATE will forward electronic copies of RFIs, working drawings that require Engineer of Record review and approval, Requests for Approval of Material Sources or other construction submittals for CITY Facilities/Interests to the CITY.

8.3.3. SDOT will return review comments to the STATE within ten (10) Calendar Days from the Business Day following receipt of the Construction Submittal. The STATE will track all submittals and discuss the status of active submittal reviews with SDOT on a weekly basis.

8.3.4. SDOT will consolidate all CITY review comments on construction submittals and remove duplicate comments, prior to sending to the STATE for review and dissemination back to Design-Builder.

8.3.5 Review comments will be submitted in a manner and form as requested and approved in the QMP and mutually agreed by the STATE and the CITY. The Parties will work together to resolve conflicting comments. The Parties agree that SDOT should generally not submit comments for issues resolved in a previous submittal, but that certain factors may warrant such a comment (e.g., not compliant with contract requirements, the design has been changed, or a deviation to a CITY standard is proposed). If the Parties disagree on whether an issue was previously resolved or whether certain factors warrant the comment, the Parties will seek to resolve any disagreement on cost responsibility in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

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8.3.6 When applicable to the comments, SDOT will include a supporting reference to the corresponding contract requirement or agreement section. When not applicable to a specific contract requirement or agreement section, SDOT will identify these comments as such and indicate the nature of the comment based on the following categories, or as otherwise mutually agreed to by the Parties: plan quality, correction, design approach, preference, and clarification.

8.3.7 The STATE will transmit all CITY comments to the Design-Builder regardless of any dispute over cost responsibility, unless both Parties agree to hold the comment for further discussion between the Parties.

8.3.8 If the Parties disagree about whether a comment about a construction element is in conformance with the CITY Standards, the STATE will still transmit the CITY's comment to the Design-Builder. The STATE will then provide an explanation in writing to the CITY why the comment about a construction element is not in conformance with the CITY Standards. If the CITY disagrees with the STATE's position, the CITY will promptly notify the STATE. The Construction Director and Interagency Manager will elevate the issue in accordance with the Accelerated Dispute Resolution per Section 12.12 within seven (7) Calendar Days.

8.3.9. The CITY is responsible for providing submittal review comments within the allotted time. If additional time is needed to respond, the CITY will discuss this on a case-by-case basis and obtain the STATE's approval for time extension in advance of due date.

8.3.10. Except for Requests for Approval of Material Sources, review periods may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, for submittals with overlapping review periods that are being reviewed by the same discipline team, or for submittals that contain over 100 pages of plans and calculations. For Requests for Approval of Material Sources, review periods may be extended by seven (7) Calendar Days, or as otherwise agreed to by both Parties, for submittals that are received between November 15th and January 2nd, or contain over 100 pages of plans and calculations.

8.3.11 Review periods may be extended by two (2) Calendar Days for submittals received between 4:00 pm Thursday and 6:00 am the following Monday.

8.4 Traffic Control Plan (TCP) Submittals

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8.4.1 The parties will follow this process for review and approval of Traffic Control Plans (TCP).

- The STATE will provide final TCP for review by SDOT.
- SDOT will review and provide comments to STATE within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.
- If SDOT rejects TCP, the STATE must revise and resubmit TCP. SDOT will review revised TCP and provide comments to the STATE within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.
- If SDOT approves TCP as noted, the STATE will provide RFC TCP to SDOT.
- SDOT will review the RFC TCP, and stamp “approved as noted” within fourteen (14) Calendar Days from the Business Day following receipt from the STATE.

8.4.2 Changes to hours shown on City-approved TCP that are within the allowable City of Seattle street closures in the Design-Build Contract will be considered a minor change. SDOT will review and approve or deny the request for minor change within 14 Calendar Days from the Business Day following receipt of a minor change from the STATE. The CITY will strive to identify any conflicting approved traffic control plans or permits as soon as possible after receipt of the proposed minor change.

8.4.3 The STATE may make minor revisions to CITY-approved TCP in the field, based on observations of the Traffic Control Supervisor, to accommodate Project site conditions, provided that the original intent of the TCP is maintained and that the STATE has obtained the SDOT Interagency Manager or designee’s concurrence prior to implementation of the revisions. The CITY will strive to provide same-day concurrence. Minor revisions shall be limited to adjusting the quantity and/or location of traffic control devices to correct deficiencies in areas where planned traffic control has proven ineffective. Minor revisions shall be documented in the daily traffic control diary.

8.5 Changes to Approved Plans

8.5.1. Changes to Approved Plans related to CITY Facilities/Interests, which may be proposed by the STATE or Design-Builder for clarifications, deficiencies, or unforeseen site conditions, or by the CITY per Section 4.7, will be managed in accordance with Conformed Contract Documents and as described in this Section.

8.5.2. The STATE will notify the CITY during Task Force meetings and one-on-one coordination in the field of any proposed changes to Approved Plans pursuant to the notification process set forth in Subsection 8.5.4.

8.5.3. The STATE will provide all change documentation that affects CITY Facilities/Interests to the CITY. If RFC Documents affecting CITY Facilities/Interests change after issuance of any LOPA, the CITY will undertake any

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additional review pursuant to Subsections 8.5.4 – 8.5.6 below. The STATE will endeavor to avoid such changes.

- 8.5.4. When changes to Approved Plans are proposed, the Construction Director will, within five (5) Calendar Days of receiving the proposed change(s), notify the Interagency Manager in writing of proposed change(s) and consult with the Interagency Manager to determine CITY review requirements. The STATE will, within five (5) Calendar Days of receiving the Design-Builder's submittals, forward electronic copies of Design-Builder's submittals to the CITY for review. CITY review requirements will be based on complexity and/or extent of proposed change. The STATE and the CITY will jointly determine whether formal review period is needed for such changes or whether Over-the-Shoulder coordination can be used to provide adequate CITY review and concurrence. The STATE will prohibit the Design-Builder from implementing any changes impacting CITY Facilities or Interests after issuance of LOPA or Concurrence Letter without CITY review and written concurrence. If the STATE decides to implement changes to CITY Interests without the CITY's written concurrence, the CITY will be under no obligation to accept for maintenance, operation, improvement, and/or replacement of such CITY Interests until agreed to by the PARTIES in writing. The STATE will prohibit the Design-Builder from implementing any changes to CITY Facilities without the CITY's prior written concurrence.
- 8.5.5. For cases where formal review of documents is required, the CITY will provide comments to the STATE within fourteen (14) Calendar Days from the Business Day following receipt of the documents provided to the CITY pursuant to Subsection 8.5.4, unless other timing is agreed to by the STATE and the CITY. The STATE will track all change submittals and discuss the status of active change submittal reviews with the CITY on a regular basis pursuant to Section 4.5.
- 8.5.6. If additional time is needed for the CITY to respond to proposed changes, the Interagency Manager will discuss this on a case-by-case basis with the Construction Director and obtain the STATE's approval for time extension in advance of due date. Any time extension must be agreed upon by both Parties.

9.0 Construction Testing and Inspection

- 9.1 Testing of CITY Facilities/Interests will conform to requirements of the Approved Plans, Street Use Permits, LOPAs/Concurrence Letter, and CITY Standards. The STATE will notify the CITY of, and the CITY may participate in the quality Task Force and may observe testing of materials and inspect installation of CITY Facilities/Interests. The CITY will notify the STATE in a written evaluation of any construction or materials that are deficient in that they (1) do not meet with requirements of Approved Plans; (2) are not

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constructed in accordance with CITY-issued permits or LOPAs; (3) have defects in material and workmanship; and/or (4) have defects in design(s). Within seven (7) Calendar Days of receipt of the CITY's notification, the STATE will prepare and submit a Nonconformance Issue (NCI) to the Design-Builder to address all deficiencies noted by the CITY, unless otherwise agreed to by the Parties. For all Non-conforming Work affecting CITY Facilities/Interests, the STATE will provide the CITY with the Design-Builder's Corrective Action Plan for review and comment. Non-conforming Work will be corrected to meet Approved Plans, Street Use Permits, LOPAs/Concurrence Letter, and CITY Standards. During inspections, CITY staff will not provide direction to Design-Builder.

- 9.2 The STATE and the CITY will coordinate to designate mandatory Hold Points for inspection of CITY Facilities/Interests. No work on CITY Facilities/Interests requiring CITY inspection will proceed beyond a Hold Point until the CITY inspection has been performed and the work approved by the CITY, or option to inspect has been waived by a letter or e-mail from the Interagency Manager to the Construction Director. The STATE will provide notification of the Hold Point to the CITY in accordance with the Approved Plans, Conformed Contract Documents, City Standards, Street Use Permits, LOPAs/Concurrence Letter, and in compliance with Section 5.6.
- 9.2.1 The STATE and the CITY will jointly inspect underground CITY Facilities, and the STATE will ensure that deficiencies are corrected prior to final grading and placement of overlying permanent pavement.
- 9.2.2 For CITY Interests requiring a CITY inspection, if the STATE decides to proceed beyond a Hold Point without CITY inspection or without an email from the CITY waiving the option to inspect (as described above), the CITY shall be under no obligation to maintain, operate and/or improve/replace such CITY Interests unless agreed to by the Parties in writing. The STATE will notify the CITY of any Hold Points as per Section 5.6. For CITY Facilities requiring CITY inspection, the STATE will not proceed beyond a Hold Point until the CITY inspection has been performed or the option to inspect has been waived.
- 9.3 Through participation in Project Task Forces and review of Project schedules, the CITY will be able to track commencement and completion dates of Project work affecting CITY Facilities/Interests, as well as anticipated inspection and testing dates, so CITY staff may perform or participate in inspections as needed. In addition, the STATE will notify the CITY, in a format as agreed to by the Parties, a minimum of seven (7) Calendar Days prior to commencement and completion of material stages and will invite the CITY to inspect such work upon completion of any material stage. Coordination may occur through Task Force participation or through joint review of upcoming scheduled activities per Section 5.4. Both Parties will participate and work to ensure appropriate participation by their staff

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as needed, in appropriate Task Forces relative to required inspections of CITY Facilities/Interests.

- 9.4 Within fourteen (14) Calendar Days after completion of inspection and/or testing by the CITY, Interagency Manager will submit a complete list of concerns to the Construction Director noting where work on CITY Facilities/Interests does not conform to requirements of Conformed Contract Documents or is inconsistent with Street Use Permits, LOPAs/Concurrence Letter and Approved Plans (as may have been amended). All deficiencies noted by the CITY will be reported through the Construction Director to Design-Builder for resolution unless otherwise agreed or when public or work safety is in question.
- 9.5 The quality Task Force will hold meetings to review test inspection results and address and rectify issues relating to inspection, substandard material quality, adjustments needed for inadequate QA and QC processes, test results demonstrating that tolerance standards are not met, disparities between QA and QV test data, future quality concerns, and any other issues raised by the STATE and the CITY regarding quality of construction of CITY Facilities/Interests. The CITY will be provided copies of certified test reports of materials or installation of CITY Facilities/Interests before completion of Hold Points and commencement of any subsequent work that renders the facilities inaccessible.
- 9.6 The STATE will address each comment or issue presented after testing and inspections are conducted in a timely manner. The STATE and the CITY agree to act expeditiously to assure timely resolution of any concerns.

10.0 Acceptance of CITY Facilities and CITY Interests

10.1 With the exception of landscape plantings that are covered in Section 10.7, the CITY's acceptance of CITY Facilities and CITY Interests will include the following general steps, detailed below:

- Joint pre-final inspection (more than one per CITY Facility/Interest if needed);
- Written notification from the CITY regarding findings of pre-final inspection(s) and resolution of any issues identified through that inspection(s);
- Joint final inspection;
- Submittal by the STATE to the CITY of As-Built Plans (based on the STATE/Design-Builder punch-list process and final construction/physical completion as determined by the STATE); and
- Letter(s) of Acceptance issued by the CITY based on findings of final inspection (for one or more CITY Facilities and CITY Interests) and receipt of As-Built Plans from the STATE.

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- 10.2 The STATE will notify the CITY in writing upon completion of construction of CITY Facilities/Interests and shall provide access to the site and necessary TCP for pre-final inspection. For CITY Facilities/Interests, the CITY will, within five (5) Calendar Days of the STATE's notice, perform pre-final inspection of those facilities. Within fourteen (14) Calendar Days after pre-final inspection, the CITY will provide the STATE with written notice either confirming that the CITY Facilities/Interests are constructed in accordance with Approved Plans, or rejecting the completed CITY Facilities/Interests. If completed CITY Facilities/Interests are rejected by the CITY, written response will identify and describe the Non-conforming Work. Before the final inspection, the STATE will address each deficiency identified by the CITY and will resolve all Non-conforming Work to comply with Street Use Permits, LOPAs and Approved Plans, or any revisions to the Approved Plans. Additional pre-final inspections and resolution work may be jointly conducted by the STATE and the CITY if needed..
- 10.3 Once the Construction Director determines that the STATE has remedied all issues raised by the CITY through the pre-final inspection process herein, the STATE will invite the CITY to participate in a joint final inspection of completed CITY Facilities/Interests. STATE will provide access to the site and necessary TCP to do the final inspection.
- 10.4 Within fourteen (14) Calendar Days after final inspection, SDOT will send a written response to the STATE, either notifying the STATE that CITY Facilities/Interests have been constructed in accordance with Street Use Permits, LOPAs and Approved Plans, or notifying the STATE of any remaining Non-conforming Work.
- 10.5 Upon (a) satisfactory completion of the Project work successfully placing CITY Facilities/Interest into operation, (b) transfer to and acceptance by the CITY of any real property or titles on or in which CITY Facilities/Interests are located, and (c) receipt of the As-Built Plans from the STATE, the CITY will deliver a Letter of Acceptance to the STATE.
- 10.6 Pre-final and final inspections and acceptance of CITY Facilities/Interests may occur in stages and an Interim Use and Operations Letter may provide partial acceptance as follows:
- 10.6.1. The CITY intends to execute one Letter of Acceptance unless both Parties agree to phase CITY Facilities/Interests acceptance by geographic or other areas or agree to select portions of the Project in which the STATE has successfully completed all Project work and satisfied the requirements of these Procedures. Roadway restoration will not be considered complete until all roadways are fully open to public vehicular and pedestrian use.
- 10.6.2. In instances where portions of CITY Facilities/Interests must be placed into the CITY's use and operation prior to execution of Letter of Acceptance, and after the CITY has determined these portions of CITY Facilities/Interests meet minimum

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inspection and testing requirements necessary for placing into use, the CITY will notify the STATE in writing by way of an Interim Use and Operations Letter that it is assuming responsibility of interim use and operation of CITY Facilities/Interests until

the terms of these Procedures are satisfied, and the CITY execute a Letter of Acceptance.

10.7 Acceptance of landscape planting is a special condition. The STATE will require the Design-Builder to prepare and execute a plant establishment plan, including successful completion of a 3-year plant establishment period. The plant establishment plan will be sent to the CITY for review and comment. This plant establishment process will likely not be complete until well after all other Project construction is complete and accepted. Final inspection and acceptance of landscape planting, by the CITY and the STATE, will occur after completion and acceptance of the plant establishment period. Generally:

- 10.7.1. Preliminary inspection and preliminary acceptance of landscape planting by the CITY and the STATE will occur following completion of initial planting by the Design-Builder.
- 10.7.2. The 3-year plant establishment period will commence immediately following preliminary acceptance of the initial planting.
- 10.7.3. Intermediate inspections, performed at least annually by the STATE and the CITY, will occur during the plant establishment period.
- 10.7.4. Final inspection and acceptance, by the CITY and the STATE, will occur following successful completion of the 3-year plant establishment period.
- 10.7.5. The CITY will assume maintenance responsibility following final inspection and acceptance.

11.0 As-Built Plans

11.1 As-Built Plans will be one set of Approved Plans maintained by Design-Builder as official Project plans and provisions, on which drawings and notations are marked in red to show as-constructed configuration of all infrastructure, including CITY Facilities/Interests. The STATE will be responsible for quality, condition, completion, and submittal to the CITY of these documents.

11.2 As-Built Plans will meet requirements of Conformed Contract Documents; accurately represent the as-constructed conditions in the field; and be updated continuously and available to the STATE and CITY staff.

11.3 As-Built plans shall have the same level of detail as Approved Plans and shall provide drawing accuracy necessary for the CITY and Private Utility surveyors to locate their respective utilities in accordance with State law.

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11.4 Construction Director and Interagency Manager will jointly review As-Built Plans monthly to evaluate whether they reflect current, accurate and comprehensive record of constructed configuration of CITY Facilities/Interests. If the CITY determines documents are not current, accurate or comprehensive, the CITY will notify the STATE to revise As-Built Plans to remedy deficiencies.

11.5 Prior to placing CITY Facilities/Interests into service during construction the STATE will provide the CITY with As-Built Plans showing constructed configuration of CITY Facilities/Interests being placed into service. As-Built Plans may be provided incrementally.

11.6 Prior to the CITY executing a Letter of Acceptance, the STATE will submit a final set of As-Built Plans in PDF to the CITY as well as:

11.6.1 CITY FACILITIES – The STATE will submit the final set of As-Built Plans in compliance with the city’s CAD Manual-Interdepartmental CAD Standard and Appendices, except Sections 1 (Workflow for Civil Projects), 9 (Electronic Transmittals), and 10 (Submittals). The STATE will also submit the final set of As-Built plans in their native (MicroStation) format.

11.6.2 CITY INTERESTS – The STATE will submit the final set of As-Built plans in MicroStation format.

12.0 Dispute Resolution

12.1 The Dispute resolution process set forth in this Section 12 will apply to disputes arising under or in connection with design and construction of CITY Facilities and CITY Interests, including disputes covered under these Procedures and Task Orders.

12.2 The Construction Director and the Interagency Manager will use their best efforts to resolve issues regarding the CITY’s comments on design and construction submittals or other construction issues that may arise. The STATE and the CITY agree to exhaust each of the procedural steps before seeking to resolve disputes in any other forum.

12.3 Good Faith. The CITY and the STATE value the importance of working collaboratively and shall make every good faith effort to resolve any dispute arising under or in connection with these Procedures. In the event that the Parties cannot resolve a disagreement arising under or in connection with these Procedures, the Parties shall follow the dispute resolution steps set forth below.

12.4 Notice. A Party's Designated Representative 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.

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- 12.5 Meeting. Upon receipt of a written notice of request for dispute resolution, SDOT's Interagency Manager and the STATE's Construction Director shall meet within seven (7) Calendar Days or within a time period agreed upon by both Parties and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of both the Interagency Manager and the Construction Director.
- 12.6 Notice of Second Level Meeting. If the Parties have not resolved the dispute within seven (7) Calendar 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 12.7. 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.
- 12.7 Second Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within seven (7) Calendar Days or within a time period agreed upon by both Parties, between the SR 520 Program Administrator and the SDOT Interagency Programs Director, to resolve the dispute. Any resolution of the dispute requires the agreement of the Program Administrator and the Interagency Programs Director.
- 12.8 Notice of Third Level Meeting. If the Parties have not resolved the dispute within seven (7) Calendar Days after the Second Level Meeting as described in Subsection 12.7, 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 Third Level Meeting as described in Subsection 12.9. 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 issue, and (d) the resolution of any issues that were initially involved in the dispute.
- 12.9 Third Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within seven (7) Calendar Days or within a time period agreed upon by both Parties, between the WSDOT Assistant Secretary, Office of Urban Mobility and Access & Megaprograms, and the SDOT Deputy Director, Project & Right-of-Way Coordination, to resolve the dispute.
- 12.10 Court of Law. If the Parties have not resolved the dispute within seven (7) Calendar Days after the third level meeting unless a different time period is mutually agreed, at any time thereafter either Party may seek relief under these Procedures in the King County Superior Court, Seattle, Washington. 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 12, or until they have agreed in writing to waive the same.

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12.11 A Party's request to utilize this Section 12 dispute resolution process is not evidence that either Party is in breach of these Procedures and does not relieve any Party from complying with its obligations under these Procedures.

12.12 Accelerated Dispute Resolution

12.12.1. The STATE's SR 520 Program Administrator or Deputy Program Administrator that has authority to make final decisions for all Project elements will meet with the CITY representative(s) who have the corresponding level of authority to make final decisions (the Interagency Manager or designee, and the applicable CITY asset owner representatives) and will attempt to make a joint final decision to resolve the dispute within seven (7) Calendar Days.

12.12.2. The resolution may include SDOT or the STATE agreeing to take cost responsibility, including

- SDOT may use Funding Pool A for SDOT Betterments and SDOT discretionary changes related to City Standards.
- The Parties will equally contribute and share cost responsibilities using Funding Pool B. The Parties may use Funding Pool B to resolve disputes per Sections 6.7 and 8.3.

12.12.3. If SDOT and the STATE cannot reach a joint final decision using the accelerated dispute resolution, then the dispute shall be handled pursuant to the dispute resolution process outlined starting at section 12.01.

13. Environmental

13.1 The STATE shall release and indemnify, protect, defend, and hold harmless the CITY and its officers, officials, employees, and agents, while acting within the scope of their employment, from all liability and costs arising out of (1) the release of Hazardous Substances caused or contributed to by the STATE or its employees, agents, or contractors within the Project limits, and (2) the removal, disposal, and/or treating of Hazardous Substances subject to limitations in Subsection 13.2. "Costs" include removal, response, and remedial action costs, investigative costs, administrative costs, fines, penalties, and attorney fees.

13.2 All costs associated with testing, handling, storing, removing, transporting, disposing, or treating Hazardous Substances that are excavated in the CITY's right-of-way or within a CITY real property interest, shall be paid by the STATE, with the exception of such costs incurred during and directly caused by Betterment Work. In addition, the STATE shall be responsible for all costs associated with Remediation of any releases that are caused or

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exacerbated by its own employees or contractors. The STATE shall be identified as the generator for these Hazardous Substances.

- 13.3 The STATE shall provide the CITY with copies of environmental close-out reports for Remediation activities on CITY right-of-way or within a CITY real property interest.
- 13.4 The STATE shall provide to the CITY all records regarding any known areas where Hazardous Substances may be located within the CITY's right-of-way or CITY real property interest, including but not limited to environmental investigation reports. In addition, the STATE shall notify and provide information to the CITY regarding any contamination encountered during construction. Reports provided by the STATE are for information only and shall not be relied upon by the CITY, and the STATE's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

14. Warranties and Claims

- 14.1 The STATE shall provide to the CITY copies of all guarantees and warranties for the CITY Facilities/Interests that the STATE's Design-Builder is obligated to provide to the STATE through the Design-Build Contract. The STATE will act on the CITY's behalf to enforce all guarantees and warranties for the CITY Facilities/Interests.
- 14.2 If, during the warranty period, either Party encounters a situation caused by Non-conforming Work, the Party must immediately notify the other Party. The STATE will take prompt corrective action. In the event the STATE cannot take prompt action, it will 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.
- 14.3 If, during construction, the CITY encounters an emergency situation caused by Non-conforming Work, it must immediately notify the STATE. The STATE will take immediate corrective action. 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.
- 14.4 The STATE shall warrant good and merchantable title to all materials, supplies, equipment and items installed or incorporated into the accepted CITY Facilities/Interests. The STATE shall further warrant that all CITY Facilities/Interests transferred to, and accepted by, the CITY is free from claims, liens and charges.
- 14.5 The STATE will enforce on the CITY's behalf, claims against the Design-Builder for the Design-Builder's failure to perform the work on CITY Facilities and CITY Interests in compliance with the Conformed Contract Documents, Approved Plans, Street Use Permits, and LOPAs.

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15. Limits of Liability

- 15.1 No CITY Liability for Assistance, Inspection, Review, or Approvals. The review or 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 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 STATE of any of its obligations under these Procedures or under applicable law.
- 15.2. The CITY's liability under these Procedures is limited to the amount set forth in GCA 5962 Task Order AH, reimbursable SDOT services for the Portage Bay Bridge Phase construction.

16. General Indemnification

- 16.1 Each Party shall protect, defend, indemnify, and save harmless the other Party, 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 other Party's performance or failure to perform any obligation under these Procedures or breach of these Procedures; the Party's or the Party's contractors', consultants', or agents' violation of any applicable law, regulation, or permit. Neither Party will be required to indemnify, defend, or save harmless the other Party 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 Parties or their agents, employees, consultants, contractors, or vendors of any tier.
- 16.2 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.
- 16.3 These obligations provided in this section shall survive the termination of these Procedures, whether or not any claim giving rise to such liability shall have accrued.

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17 Insurance and Bonds

- 17.1 The STATE shall require in writing that the STATE's contractors, and each of their sub-contractors of any tier where not covered by contractor provided insurance, 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 Conformed 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 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.
- 17.3 The STATE's contractors and subcontractors of any tier shall cause certification of insurance meeting the requirements herein to be issued to "The CITY of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669." Such certification shall not be mailed but shall be delivered electronically to fax number (206) 470-1279 or as an e-mail attachment in PDF format to riskmanagement@seattle.gov.
- 17.4 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.