

CITY OF SEATTLE
ORDINANCE 126686
COUNCIL BILL 120419

AN ORDINANCE relating to the State Route 520 Bridge Replacement and High Occupancy Vehicle Program; authorizing execution of an amendment to General Maintenance Agreement GMB 1094 between The City of Seattle and the State of Washington, to add the Portage Bay Bridge and Roanoke Lid Project.

WHEREAS, the Washington State Department of Transportation (WSDOT) is reconstructing segments of State Route 520 (“SR 520”) through its SR 520 Bridge Replacement and High Occupancy Vehicle Program (“Program”); and

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

WHEREAS, WSDOT is planning design, construction, and operation of the SR 520: Portage Bay Bridge and Roanoke Lid Project (“Project”), extending from approximately Mile Post 0.12 to Mile Post 1.12; and

WHEREAS, the Project went through an extensive public engagement process in 2019 to solicit community feedback on conceptual designs, and was also reviewed and endorsed by the Seattle Design Commission; and

WHEREAS, the State of Washington (“State”) and the City entered into Freeway Agreement GM 359 (“GM 359”) on July 20, 1965, to document their respective maintenance responsibilities for infrastructure along the Interstate 5 (“I-5”) corridor, between South Ryan Street and Northeast 145th Street; and

1 WHEREAS, the State and the City determined that GM 359 did not provide sufficient guidance
2 relative to their respective obligations for maintenance and operation of the

3 Improvements due to the unique features constructed as part of the Improvements; and

4 WHEREAS, the State and the City agreed to enter into a separate agreement to provide for the
5 unique features not previously addressed in GM 359; and

6 WHEREAS, Ordinance 125754, passed in January 2019, authorized execution of General
7 Maintenance Agreement GMB 1094 (“Agreement”) to document the State’s and the
8 City’s operation and maintenance responsibilities related to the SR 520: Montlake to
9 Lake Washington – Interchange and Bridge Replacement Project, and to establish a
10 method of reimbursement of costs, where applicable, for such maintenance
11 responsibilities; and

12 WHEREAS, the provisions of Section 18 of the Agreement allow for changes to the original
13 Agreement, provided they are mutually agreed upon by the State and the City in writing,
14 and also allow for future phases of the SR 520 Program to be addressed by amendment to
15 the Agreement; and


16 WHEREAS, the State and the City now wish to amend GMB 1094 for the addition of operation
17 and maintenance responsibilities related to the SR 520: Portage Bay Bridge and Roanoke
18 Lid Project; NOW, THEREFORE,

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


20 Section 1. The Mayor, or designee, is hereby authorized to execute, for and on behalf of
21 The City of Seattle, Amendment No. 1 to General Maintenance Agreement GMB 1094 with the
22 State of Washington, related to the SR 520 Corridor, substantially in the form attached hereto as
23 Attachment 1.

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


4 Passed by the City Council the 27th day of September, 2022,
5 and signed by me in open session in authentication of its passage this 27th day of
6 September, 2022.

7 
8 _____
President _____ of the City Council

9 Approved / returned unsigned / vetoed this 4th day of October, 2022.

10 
11 _____
Bruce A. Harrell, Mayor

12 Filed by me this s4th day of October, 2022.

13 
14 _____
Elizabeth M. Adkisson,, Interim City Clerk

15 (Seal)

- 1 Attachments:
- 2 Attachment 1 - GMB 1094, Amendment No. 1, General Maintenance Agreement, City of Seattle
- 3 and Washington State Department of Transportation, SR 520 Corridor
- 4 Exhibit A: SR 520 Vicinity Map
- 5 Exhibit B1/B2: Agreement Area Map Key and Table for Portage Bay Bridge
- 6 Exhibit C1/C2: Wall Maintenance Map Key and Table for Portage Bay Bridge
- 7 Exhibit D: Montlake and Roanoke Lids and Bike/Pedestrian Crossings Section
- 8 Exhibit E: Wall Tieback Graphic

**GMB 1094
AMENDMENT NO. 1
GENERAL MAINTENANCE AGREEMENT
CITY OF SEATTLE AND WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
SR 520 CORRIDOR**

This Amendment No. 1 is 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. The Parties entered into the original General Maintenance Agreement GMB 1094 (Agreement) on May 17, 2019, to document their respective operation and maintenance responsibilities related to the *SR 520: Montlake to Lake Washington - Interchange and Bridge Replacement Project* (Montlake Project), and to establish a method of reimbursement of costs, where applicable, for such maintenance responsibilities; and
2. In 2019, the *SR 520: Portage Bay Bridge and Roanoke Lid Project* went through an extensive public engagement process to solicit community feedback on conceptual designs and was also reviewed and endorsed by the Seattle Design Commission; and
3. WSDOT will be constructing the *SR 520: Portage Bay Bridge and Roanoke Lid Project*, extending from approximately Mile Post (MP) 0.12 to MP 1.12 as generally depicted in Exhibit A, SR 520 Vicinity Map. The *SR 520: Portage Bay Bridge and Roanoke Lid Project* will construct, reconstruct and install infrastructure and landscaping within, crossing over, adjacent to and near SR 520 within incorporated limits of the City; and
4. On July 20, 1965, WSDOT (as successor to Washington State Highway Commission) and the City (acting by and through the Mayor of the City of Seattle) entered into Agreement GM 359 related to each Party’s Maintenance responsibilities for infrastructure along the I-5 corridor, between South Ryan Street and Northeast 145th Street; and
5. The Parties have determined that GM 359 does not 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
6. The provisions of Section 18.0, Amendment, in the Agreement, allow for changes to the original Agreement provided they are mutually agreed upon by the Parties in writing, and also

allow for future phases of the SR 520 Bridge Replacement and HOV Program to be addressed by amendment to the original Agreement, and similarly, if WSDOT’s construction phasing of the Portage Bay Bridge and Roanoke Lid Project changes, any necessary revisions will also be addressed by amendment mutually agreed upon by the Parties in writing.

7. The Parties wish to revise sections of the Agreement (Sections 1.0, 2.0, 3.0, 4.0, 5.0, 8.0, 10.0, 11.0, 12.0, and 13.0); update and modify Exhibits A and D of the Agreement; and include new Exhibits B1/B2 (*Agreement Area Map Key/Agreement Area Map Key Table for Portage Bay Bridge*), new Exhibits C1/C2 (*Wall Maintenance Map Key/Wall Maintenance Map Key Table for Portage Bay Bridge*), and new Exhibit E (*Wall Tieback Graphic*) to the Agreement to allow the addition of operation and maintenance responsibilities related to the *SR 520: Portage Bay Bridge and Roanoke Lid Project*; and

8. The Parties plan to execute the *SR 520: Portage Bay Bridge and Roanoke Lid Project* Design Build Procedures by the third quarter of 2022, establishing a process by which the City will review and accept the improvements to be operated and maintained by the City on completion of the *SR 520: Portage Bay Bridge and Roanoke Lid Project*.

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. The following subsections of Section **1.0 DEFINITIONS** are hereby replaced with the following:
 - 1.1 Agreement – GMB 1094 and any amendments.
 - 1.2 Agreement Area – Area within WSDOT limited access AND within the Project Area, as depicted in the colored areas on Exhibits B and B1/B2 (*Agreement Area Map Key/Agreement Area Map Key Table*).
 - 1.5 Design Build Procedures – For the Montlake Project: Exhibit A to Task Order AB of the Project Services Agreement (PSA) GCA 5962; for the Portage Bay Bridge and Roanoke Lid Project: Exhibit A to Task Order AH of GCA 5962.
 - 1.6 Improve and Replace or Improvement and Replacement – 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 Exhibits B and B1/B2. 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 Exhibits B, B1/B2, C and C1/C2.

1.10 Project Improvements – improvements to be constructed and installed by Project within the Agreement Area, as shown in Exhibits B, B1/B2, C, C1/C2, and D. Project Improvements include integrated access and space for maintenance equipment and design to withstand loads from maintenance vehicles and to allow for routine maintenance activities.

2. The following subsection of Section **2.0 GENERAL** is hereby replaced with the following:

2.6 The Party responsible to Improve and Replace shall do so in accordance with Section 11.0 and Exhibits B, B1/B2, C, and C1/C2.

The following subsection of Section **2.0 GENERAL** is hereby added:

2.7 GM 359 (*Seattle General Maintenance Agreement, executed July 20, 1965*) is superseded by this Agreement for all Project Improvements located within the Agreement Area, and for Operation, Maintenance, and Improve and Replace of the same.

GM 359 will remain an active agreement and will continue to apply to all portions of the I-5 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 359, the terms of this Agreement shall apply.

3. The following subsections of Section **3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** are hereby replaced with the following:

- 3.1 WSDOT shall Operate, Maintain, and Improve and Replace the Project Improvements within the Agreement Area identified as WSDOT responsibilities in Exhibits B, B1/B2, C and C1/C2.
- 3.2 WSDOT shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B, B1/B2, C and C1/C2.
- 3.3 For all items on Exhibits B and B1/B2, Agreement Area Map Key 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 below the Interface Line shown in Exhibit D (including any potential lightweight fill), for illumination attached to bridge rails and railings on the structure, and for foundation bases, anchor bolts, and any other facilities integral to, embedded in, or attached to the structure.
- 3.4 In addition to Project Improvements described in Exhibits B, B1/B2, C and C1/C2, WSDOT shall have Operation, Maintenance, and Improve and Replace responsibilities for the following Project Improvements:
 - A. Directional signage. Pursuant to 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 will 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.

The following subsection of Section **3.0 WSDOT RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** is hereby added:

- 3.6 WSDOT will install and Maintain underground, permanent tie backs extending into City right-of-way at East Roanoke Street in the vicinity of 10th Avenue East, to support a WSDOT-owned wall that will be constructed as part of the SR-520 program, as shown in Exhibit E. WSDOT shall be solely responsible for Maintaining

such tiebacks. WSDOT hereby agrees to indemnify and hold the City harmless from all costs and liability associated with installing such tiebacks and/or leaving portions of such tiebacks situated in City right-of-way. SDOT agrees to restrict any future excavation from extending deeper than elevation 137 feet NAVD88 at the location of such tiebacks, as shown in Exhibit E.

4. The following subsections of Section **4.0 CITY RESPONSIBILITIES FOR PROJECT IMPROVEMENTS** are hereby replaced with the following:

- 4.1 Except as established in Section 4.2, the City's Operations, Maintenance and Improve and Replace responsibilities defined in Exhibits B, B1/B2, C and C1/C2 shall not begin until the City's issuance 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 of a Letter of Interim Use and Operations or a Letter of Acceptance for landscaping in accordance with the Design Build Procedures.
- 4.3 The City shall provide the funding and resources necessary to fulfill its responsibilities stated in Exhibits B, B1/B2, C and C1/C2.
- 4.6 In addition to Project Improvements described by Exhibits B, B1/B2, C and C1/C2, 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.

5. The following subsections of **Section 5.0 COORDINATION OF ACTIVITIES** are hereby replaced with the following:

- 5.1 WSDOT shall notify the City at least ten (10) business days prior to start of any excavation or work that will disturb surface elements in City-Maintained areas of WSDOT right-of-way or in the City right-of-way to access below the Interface

Line for Maintenance, or Improvement and Replacement. WSDOT shall restore disturbed areas to conditions existing prior to the excavation or work.

WSDOT shall notify the City by U.S. Mail to the address below:

ROW Maintenance
Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996

- 5.2 The City shall notify WSDOT ten (10) business days prior to start of any excavation that will disturb surface elements in WSDOT right-of-way to access above the Interface Line for Maintenance, or Improvement and Replacement. 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.

The City shall notify WSDOT by U.S. Mail to the address below:

WSDOT NWR Area 5 Maintenance
10833 Northup Way
Bellevue, WA 98004

6. The following subsections of Section **8.0 EMERGENCY MAINTENANCE AND REPLACEMENT** are hereby replaced with the following:

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, by phone or in writing, the Party responsible to Maintain such Project Improvement, as set forth on Exhibits B, B1/B2, C and C1/C2, 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, in writing, the Party responsible to Improve and Replace such Project Improvement, as set forth on Exhibits B, B1/B2, C and C1/C2, and request that the responsible Party immediately correct the condition as necessary to remedy the immediate danger.

7. The following subsections of Section **10.0 PAYMENT** are hereby added:

- 10.4 WSDOT shall pay the City \$10,500.00 per acre per year for each acre of landscaping Maintained by the City pursuant to Exhibits B1/B2 and C1/C2 (Portage Bay Base Payment), unless or until the Parties revisit the Maintenance responsibilities and the Portage Bay Base Payment rate and agree in writing to an adjustment pursuant to Section 10.7. Payment shall be made on a quarterly basis.
- 10.5 The Parties have agreed to the Portage Bay Base Payment based on assumptions and landscape areas provided in Exhibits B1/B2 and C1/C2.
- 10.6 The Parties agree the acreage of landscaped areas to be Maintained by the City, pursuant to Exhibits B1/B2 and C1/C2, shall not exceed 5.5 acres without amendment to this Agreement.
- 10.7 The Parties intend to revisit both the Maintenance responsibilities and the Portage Bay Base Payment rate based on the Released for Construction (RFC) submittal of the Project Improvements that are subject to this Agreement. Maintenance costs will be determined based on Seattle Parks and Recreation's (SPR's) PLANT model used to track actual maintenance costs of SPR's facilities, based on the type of facilities. Maintenance responsibilities, square footage of areas subject to City Maintenance, and Portage Bay Base Payment amount per acre per year will be adjusted based on the RFC submittal.
- 10.8 WSDOT will develop Letters of Understanding (LOUs) for City concurrence to document any changes during design and construction. After a Letter of Interim Use and Operations or a Letter of Acceptance for specific Project Improvements in accordance with the Design Build Procedures is issued, this Agreement will be amended to address the changes as provided in the LOUs.

8. Section **11.0 MODIFICATIONS** is hereby retitled as **11.0 IMPROVE AND REPLACE**, and the following subsections are hereby replaced with the following:

- 11.1 Neither Party shall make any modifications outside of normal Maintenance activities to the Project Improvements (Improvement and Replacement) without the prior written concurrence of the other Party. Unless otherwise agreed to in writing, the Party proposing the Improvement and Replacement shall fund and construct the Improvement and Replacement.

- 11.2 Any Improvement and Replacement as described in Section 11.1 of this Agreement within WSDOT right-of-way are subject to WSDOT written concurrence.
 - 11.3 Any Improvement and Replacement as described in Section 11.1 of this Agreement within City right-of-way or in an area Maintained, or Improved and Replaced, by the City are subject to City written concurrence.
 - 11.4 WSDOT shall construct all infrastructure to be Maintained, or Improved and Replaced, by the City in accordance with City Standards.
 - 11.5 The Parties may mutually agree, in writing, to remove a Project Improvement as a means of remedying the need to Improve or Replace said Project Improvement.
 - 11.6 In the event that 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.
9. The following subsection of Section **12.0 RIGHT OF ENTRY AND ACCESS** is hereby replaced with the following:
- 12.2 City is hereby authorized to enter WSDOT right-of-way to Operate or Maintain or Improve and Replace the Project Improvements as required under this Agreement. WSDOT shall not require a permit or franchise of any kind for the City's use of WSDOT right-of-way.
10. The following subsection of Section **13.0 NOTIFICATION AND CONTACTS** is hereby replaced with the following:
- 13.1 Except as otherwise provided herein, all communications regarding this Agreement or notices required by 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: Morgan Balogh, NWR Assistant Regional Administrator for Maintenance Washington State Dept. of Transportation 15700 Dayton Ave N Seattle, WA 98133</p> <p>Email: baloghm@wsdot.wa.gov Phone: 206-440-4656</p>	<p>To SDOT: Name: Title: Seattle Department of Transportation PO Box 34996 Seattle, WA 98124-4996</p> <p>Email: Phone:</p>
<p>To SCL: Debra Smith General Manager and CEO Seattle City Light PO Box 94747 Seattle, WA 98124-4747</p> <p>Email: Debra.Smith@seattle.gov Phone: 206-684-3500</p>	<p>To SPR: Christopher Williams Acting Superintendent Seattle Parks & Recreation 100 Dexter Ave N Seattle, WA 98109</p> <p>Email: Christopher.Williams@seattle.gov Phone: 206-684-4075</p>
<p>To SPU: Andrew Lee General Manager and CEO Seattle Public Utilities PO Box 34018 Seattle, WA 98124-4018</p> <p>Email: Andrew.Lee@seattle.gov Phone: 206-733-9191</p>	

11. **EXHIBITS** – The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A (*SR 520 Vicinity Map*) – UPDATED
- Exhibit B1/B2 (*Agreement Area Map Key and Table for Portage Bay Bridge*) – NEW
- Exhibit C1/C2 (*Wall Maintenance Map Key and Table for Portage Bay Bridge*) – NEW
- Exhibit D (*Montlake and Roanoke Lids and Bike/Pedestrian Crossings Section*) – UPDATED
- Exhibit E (*Wall Tieback Graphic*) - NEW

12. All other terms and conditions of the original Agreement shall remain in full force and effect, except as modified by this Amendment No. 1.

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

**SEATTLE DEPARTMENT
OF TRANSPORTATION**

Director

Date

SEATTLE CITY LIGHT

Debra Smith
General Manager and CEO

Date

SEATTLE PARKS AND RECREATION

Christopher Williams
Acting Superintendent

Date

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Morgan Balogh
Assistant Regional Administrator –
Maintenance

Date

SEATTLE PUBLIC UTILITIES

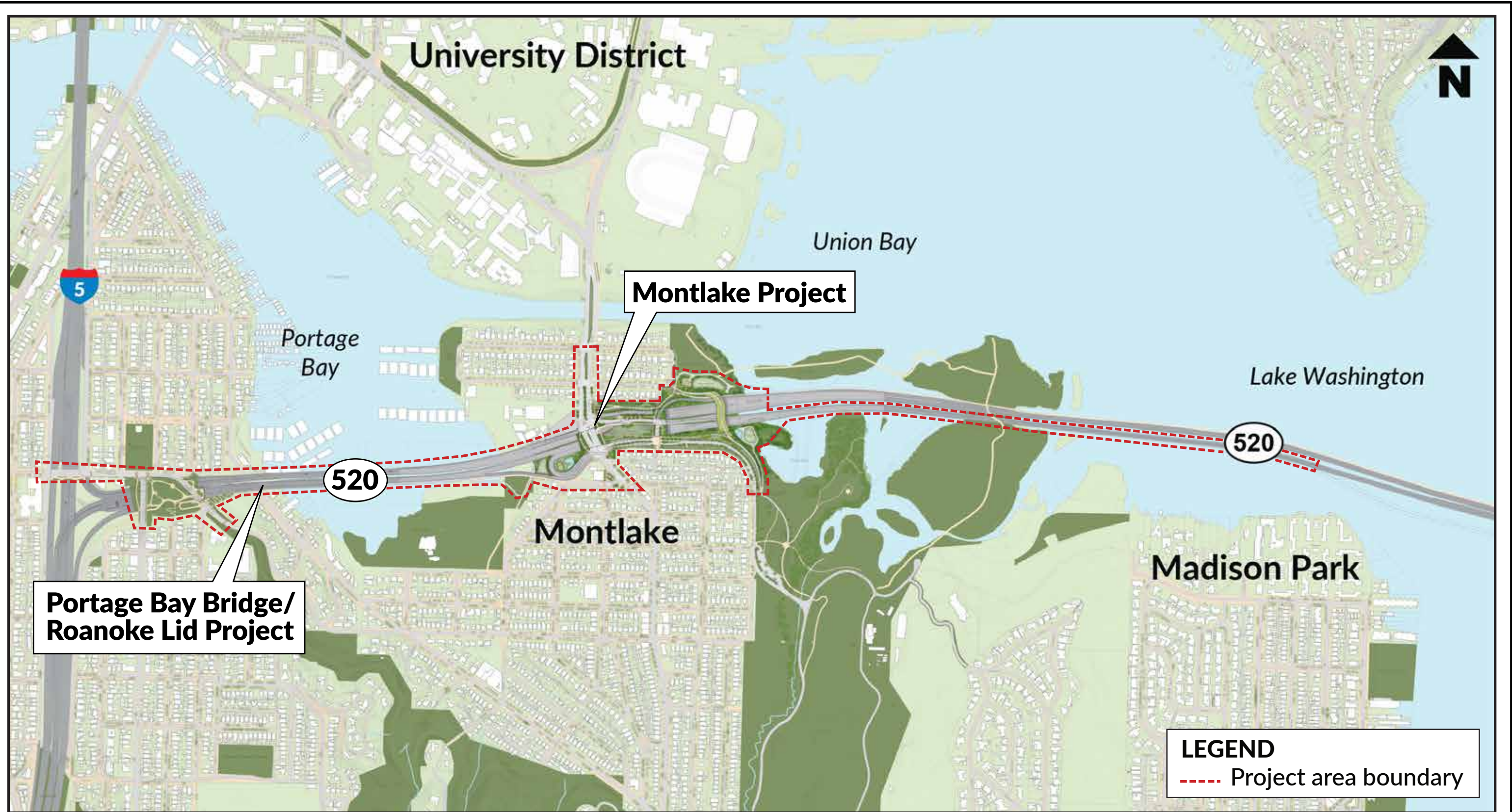
Andrew Lee
General Manager and CEO

Date

APPROVED AS TO FORM:

WSDOT Assistant Attorney General

Date



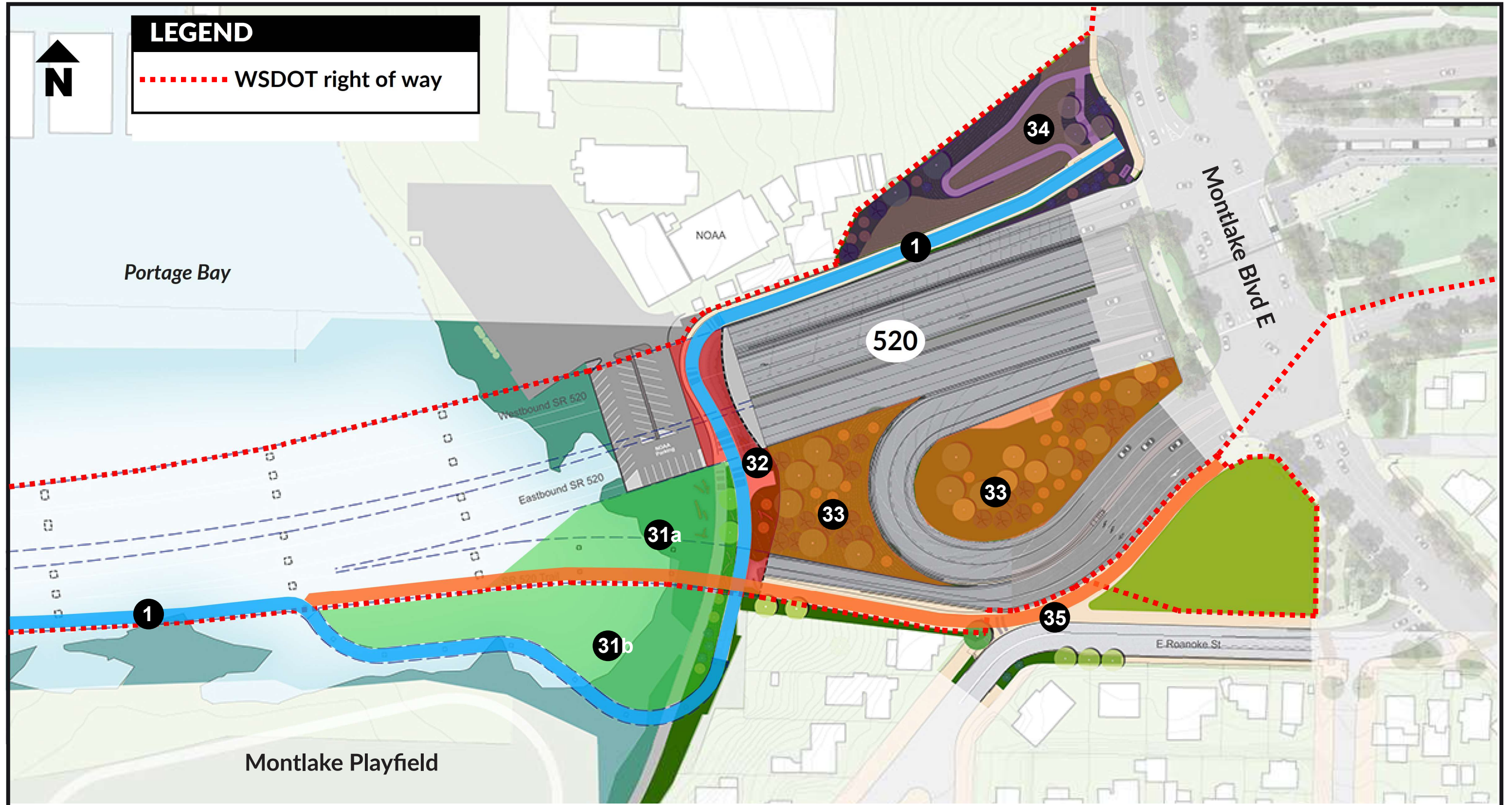
GMB 1094-01

Exhibit A: SR 520 vicinity map



GMB 1094-01
Exhibit B1: Agreement area map key

3/26/2021



GMB 1094-01
Exhibit B2: Agreement area map key

3/26/2021

Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 1 RSUP - continued from Montlake Phase, Exhibit B	Regional Shared Use Path	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	WSDOT	WSDOT	WSDOT	
	Illumination System - Regional Trail Lights	WSDOT	WSDOT	WSDOT	
	Signage/wayfinding	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 22 ROANOKE LID (OPEN SPACE AREA)	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (SCL standard stock; for ramp illumination - Marina fixtures on hinged-base poles)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	CITY to maintain poles and fixtures, and WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators.
	Illumination System at Cascade Connection Ramp (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Seatwall	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall	CITY - SPR	CITY - SPR	CITY - SPR	
	Non-Viewpoint Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Viewpoint Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	
	Flexi-Pave Path (adjacent to Multipurpose Pathway)	CITY - SPR	CITY - SPR	CITY - SPR	
	Multipurpose Pathway	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Landscape Stairs	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types	CITY - SPR	CITY - SPR	CITY - SPR	
	Signage (bicycle & pedestrian wayfinding/directional, bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
Site Furnishings (Benches, Bike Racks, Trash Receptacles, Water Fountain, Etc)	CITY - SPR	CITY - SPR	CITY - SPR	SPR will provide trash receptacles and begin to empty trash receptacles at issuance of Letter of Acceptance	
Drainage & Conveyance System	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	Waterproofing assembly drainage is WSDOT responsibility and lid surface collection is the City's. Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.	

GMB 1094-01

Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 23 LID AREA EAST	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Illumination System (SCL standard stock; for stair illumination - Marina fixtures on hinged-base poles)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	CITY to maintain poles and fixtures, and WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators.
	Illumination System at Boyer Stairs (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Seatwall	CITY - SPR	CITY - SPR	CITY - SPR	
	Landscape Wall	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	
	Concrete Stairs	CITY - SPR	CITY - SPR	CITY - SPR	
	Pedestrian Railing Types	CITY - SPR	CITY - SPR	CITY - SPR	
Drainage & Conveyance System	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	WSDOT/ CITY - SPU	Waterproofing assembly drainage is WSDOT responsibility and lid surface collection is the City's. Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.	
AREA 24 UNDER BRIDGE AREA WEST OF BOYER	Ground plane (planting/fencing)	WSDOT	WSDOT	WSDOT	
	Illumination System (under bridge lighting)	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	
AREA 25 HARVARD CONNECTION	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Illumination System (SCL standard stock fixtures, including tunnel lighting; for ramp illumination - Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	ROW Fencing	WSDOT	WSDOT	WSDOT	
	Flexi-Pave Path (adjacent to Multipurpose Pathway)	CITY - SPR	CITY - SPR	CITY - SPR	
	Multipurpose Pathway	CITY - SDOT	CITY - SDOT	CITY - SDOT	Accommodate loads from maintenance vehicles.
	Multipurpose Pathway Tunnel Structure, Finishes & Systems	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types (along multipurpose pathway)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (wayfinding)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
Drainage & Conveyance System	CITY - SPU	WSDOT	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.	

Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 26 CITY STREETS & VIEWPOINTS 10TH AVE. E. / DELMAR DR. E. / BOYER AVE. E.	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	10th Ave. & Delmar Dr. - concrete paving, curb & gutter	CITY -SDOT	CITY-SDOT	CITY-SDOT	
	E. Roanoke St. - asphalt paving, curb & gutter	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Stair at Delmar Dr. E. (from outlook area to RSUP)	CITY - SDOT	CITY - SPR	CITY - SPR	
	Concrete crosswalks at E. Roanoke & 10th Ave. & Delmar & Harvard	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Planting (planting strips)	CITY - SDOT	CITY - SDOT	CITY - SDOT	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System (Cobra Head street lights)	CITY - SCL	CITY - SCL	CITY - SCL	
	Non-Viewpoint Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Viewpoint Concrete Sidewalk	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Pedestrian Railing Types	CITY - SPR / SDOT	CITY - SPR / SDOT	CITY - SPR / SDOT	Railing responsibility follows the wall/stair or sidewalk responsibility
	Site Furnishings (Trash Receptacles at Viewpoints)	CITY - SPR	CITY - SPR	CITY - SPR	SPR will provide trash receptacles and begin to empty trash receptacles at issuance of Letter of Acceptance
	Signage (parking, directional, wayfinding etc.)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Interpretive Marker Sign & Cobble (salvage materials from Bagley viewpoint)	CITY - SPR	CITY - SPR	CITY - SPR	
Bus stops	KC METRO	KC METRO	KC METRO	Bus stops to be maintained by KC METRO	
Drainage & Conveyance System	CITY - SPU	CITY - SPU	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.	
AREA 27 LID AREA WEST	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Irrigation System (after 3-year plant establishment)	CITY - SPR	CITY - SPR	CITY - SPR	
	Emergency Vehicle Warning System	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	ITS FLS Cabinet and Vault Cluster Enclosure	WSDOT	WSDOT	WSDOT	
Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.	
AREA 28 UNDER BRIDGE AREA EAST OF BOYER	Groundplane (planting, etc.)	WSDOT	WSDOT	WSDOT	
	Illumination System (under bridge lighting at columns)	WSDOT	WSDOT	WSDOT	
	WSDOT Outfall	WSDOT	WSDOT	WSDOT	
	SPU Outfall	CITY - SPU	CITY - SPU	CITY - SPU	

Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 29 I-5 ROANOKE TRAIL CROSSING BRIDGE	Structure (includes waterproofing assembly)	WSDOT	WSDOT	WSDOT	
	Planting	CITY - SDOT	CITY - SDOT	CITY - SDOT	WSDOT will NOT reimburse COS for SDOT landscape maintenance.
	Irrigation System (after 3-year plant establishment)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Illumination System - Baseplate	WSDOT	WSDOT	WSDOT	
	Illumination System (SCL standard stock fixtures)	WSDOT / CITY-SCL	WSDOT / CITY-SCL	WSDOT / CITY-SCL	CITY to maintain poles and fixtures; WSDOT to own/maintain foundation bases, anchor bolts, and any other facilities integral, embedded, or attached to structure, such as power conduit, junction boxes and all ancillary equipment not accessible by standard SCL equipment and operators
	Illumination attached to the structure related to the safe operation of I-5 will be maintained, operated, and improved and replaced by the WSDOT.	WSDOT	WSDOT	WSDOT	
	Stamped Concrete - separation between roadway and sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Sidewalk (not part of bridge structure)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types	WSDOT	WSDOT	WSDOT	
Drainage & Conveyance System	WSDOT	CITY - SPU	CITY - SPU	SPU - responsible for maintenance to keep the inlets free flowing. WSDOT - responsible for maintaining all piping in and under the bridge.	
AREA 31a SOUTH OF 520 ADJACENT TO MONTLAKE PLAYFIELD WITHIN SR 520 R.O.W.	Bill Dawson Trail connection over E. Montlake Playfield	CITY - SPR	CITY - SPR	CITY - SPR	
	Wetlands/Shoreline Area	WSDOT	WSDOT	WSDOT	WSDOT is responsible for the 10-year establishment period and thereafter.
	WSDOT Outfall	WSDOT	WSDOT	WSDOT	
AREA 31b SOUTH OF 520 ADJACENT TO MONTLAKE PLAYFIELD OUTSIDE OF SR 520 R.O.W.	Bill Dawson Trail connection over E. Montlake Playfield	CITY - SPR	CITY - SPR	CITY - SPR	
	Wetlands/Shoreline Area	CITY - SPR	CITY - SPR	CITY - SPR	WSDOT is responsible for the 10-year establishment period. After that, SPR is responsible
AREA 32 BILL DAWSON WEST OF MONTLAKE LOOP RAMP	Planting	WSDOT	WSDOT	WSDOT	
	Ground plane (planting/paving) between shared use path and abutment	WSDOT	WSDOT	WSDOT	
	Illumination System	WSDOT	WSDOT	WSDOT	
	14 ft. RSUP	WSDOT	WSDOT	WSDOT	
	Concrete Sidewalk	WSDOT	WSDOT	WSDOT	
	Screen Wall	WSDOT	WSDOT	WSDOT	
	Landscape Walls	WSDOT	WSDOT	WSDOT	
	Signage (Bill Dawson)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
Drainage & Conveyance System for Bill Dawson trail	WSDOT	WSDOT	WSDOT		
AREA 33 STORMWATER FACILITIES AT MONTLAKE LOOP RAMP & WEST OF MONTLAKE LOOP RAMP	Drainage & Conveyance System and associated planting	WSDOT	WSDOT	WSDOT	

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Exhibit B1/B2 - Agreement Area Map Key Table

EXHIBITS B1 & B2 AREAS	ELEMENTS TO BE MAINTAINED	IMPROVES / REPLACES	MAINTAINS	OPERATES	NOTES
AREA 34 BILL DAWSON TRAIL CONNECTION NORTH OF 520 (FORMER NOAA PROPERTY)	Planting	CITY - SPR	CITY - SPR	CITY - SPR	Planting per east portal areas. WSDOT to reimburse COS for landscape maintenance as described in Agreement GMB 1094, Amendment 01
	Fencing	WSDOT	WSDOT	WSDOT	
	Illumination System (SCL standard stock Marina fixtures on hinged-base poles)	CITY - SCL	CITY - SCL	CITY - SCL	
	Concrete Sidewalk	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Concrete Stairs	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Pedestrian Railing Types (at stairs, ramps and along sidewalk)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Signage (bicycle guide signs)	CITY - SDOT	CITY - SDOT	CITY - SDOT	
	Drainage and Conveyance systems	CITY - SPU	CITY - SPU	CITY - SPU	Maintenance access which includes ingress and egress will be provided per structure and pipe types selected in design phase.
AREA 35 RSUP CONNECTION AT-GRADE MONTLAKE BLVD	Concrete Sidewalk	WSDOT	CITY - SDOT	CITY - SDOT	
	Illumination System	WSDOT	WSDOT	WSDOT	
	Pedestrian Railing Types	WSDOT	WSDOT	WSDOT	
	Drainage & Conveyance System	WSDOT	WSDOT	WSDOT	WSDOT to take local trail drainage (does not include E Roanoke St.)

NOTES

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

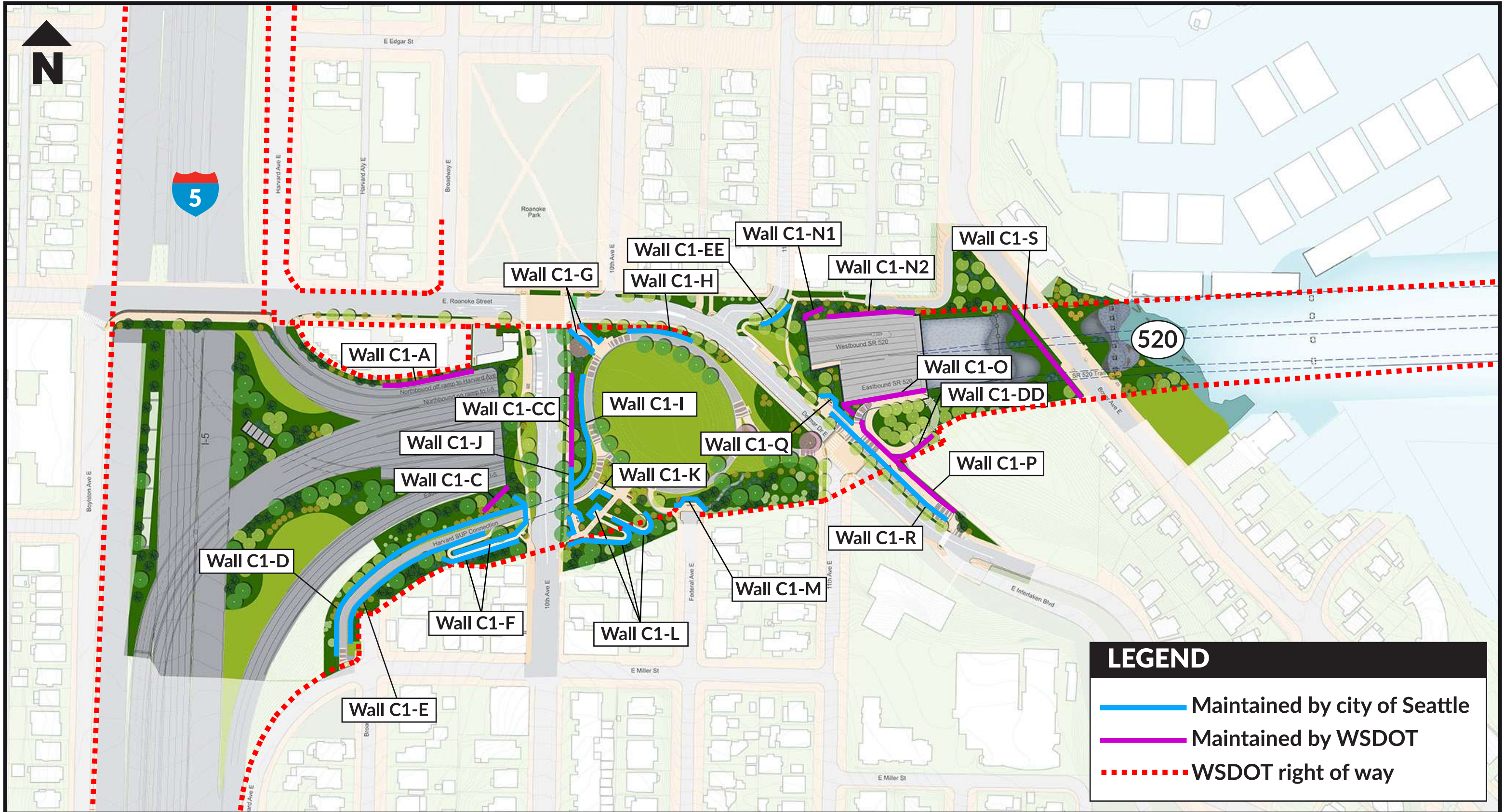
Illumination System - Includes all system components including but not limited to: wires, conduit, junction boxes, cabinets, etc.

Pedestrian Railing Types - Types TBD

Trees - All trees must be a minimum of 5 feet away from closest face of any water main, including SPU's 42-inch 430 pipeline.

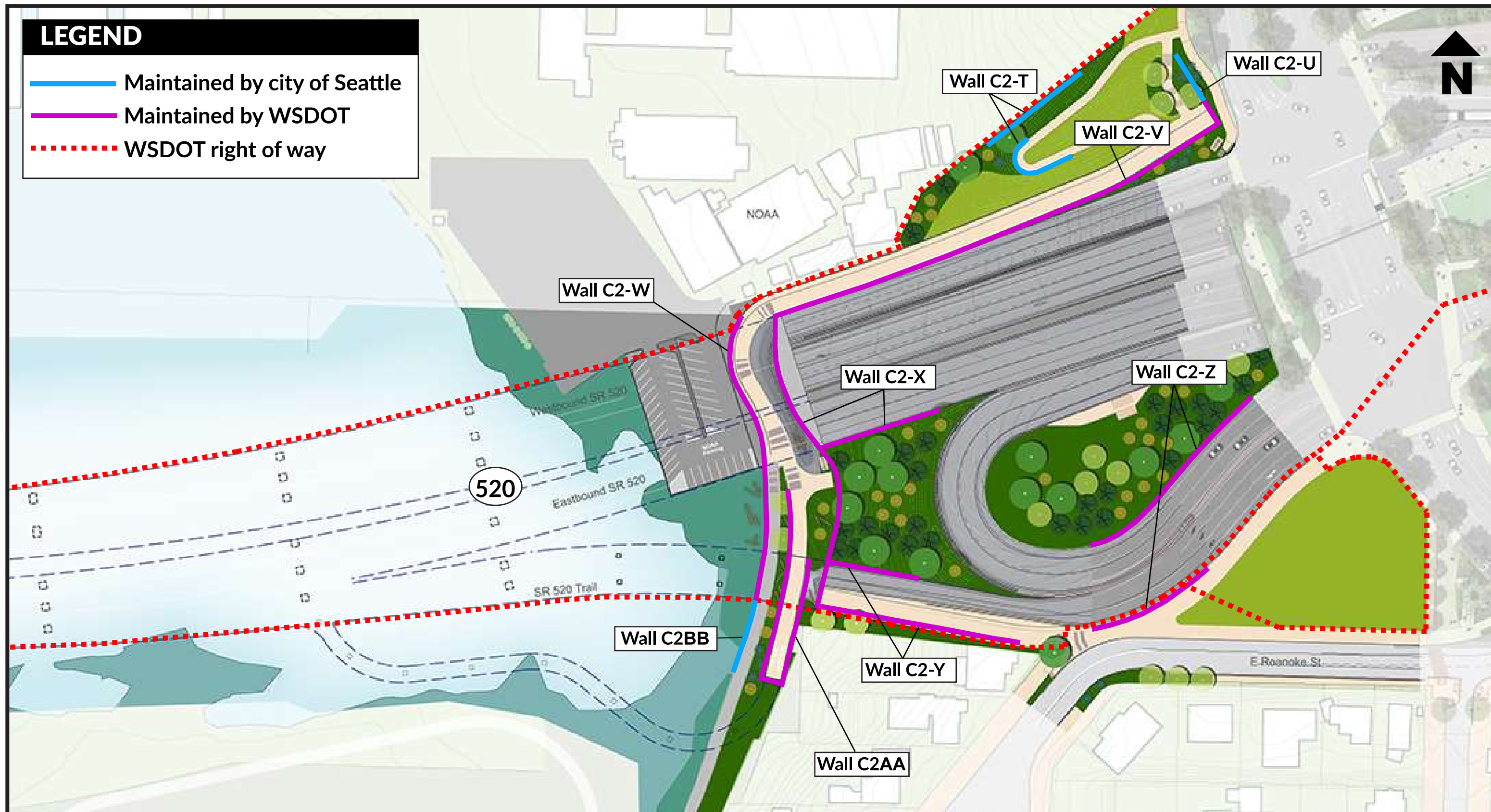
Concrete Retaining Walls - See Exhibits C1 & C2, Wall Maintenance Map Key & Table for wall maintenance responsibilities.

Encampment Removal - Encampment removal is the responsibility of Party (WSDOT or CITY) designated under the MAINTAINS column.



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Exhibit C1: Wall maintenance map key

3/26/2021



GMB 1094-01
Exhibit C2: Wall maintenance map key

4/26/2021

GMB 1094-01

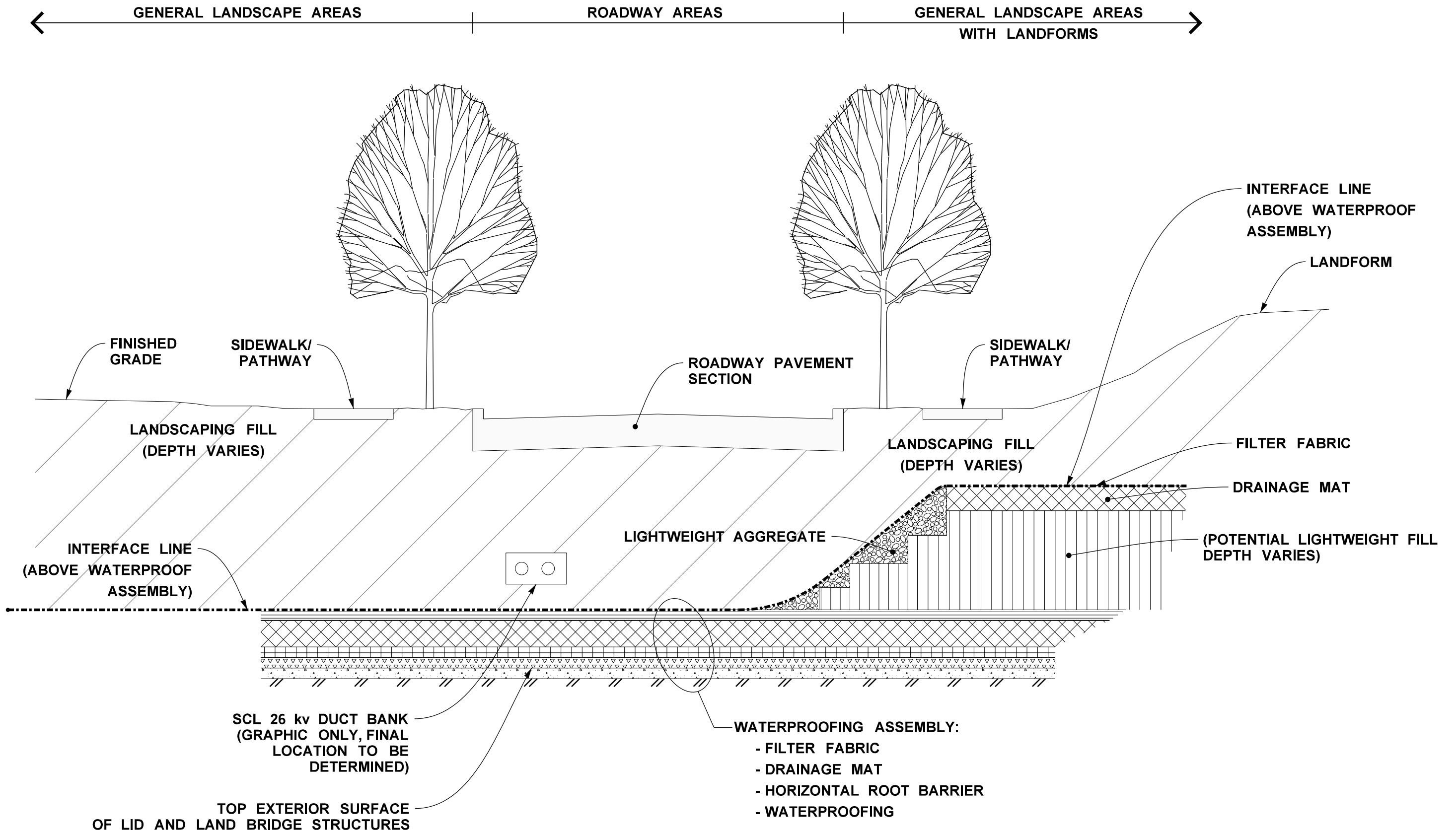
Exhibit C1/C2 – Wall Maintenance Map Key Table

WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
C1-A	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-C	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-D	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports multi-purpose pathway
C1-E	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports multi-purpose pathway
C1-F	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection, tunnel crossing and outlook
C1-G	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection
C1-H	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk
C1-I	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports concrete sidewalk at lid
C1-J	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk, tunnel crossing and outlook
C1-K	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports pathway connections
C1-L	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports sidewalk connection
C1-M	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports overlook
C1-N1	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall (wall surface facing highway)
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-N2	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall (wall surface facing highway)
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-O	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C1-P	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP connection
C1-Q	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports viewpoint
C1-R	Graffiti removal: CITY	CITY crews maintain area in front of wall

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Exhibit C1/C2 – Wall Maintenance Map Key Table

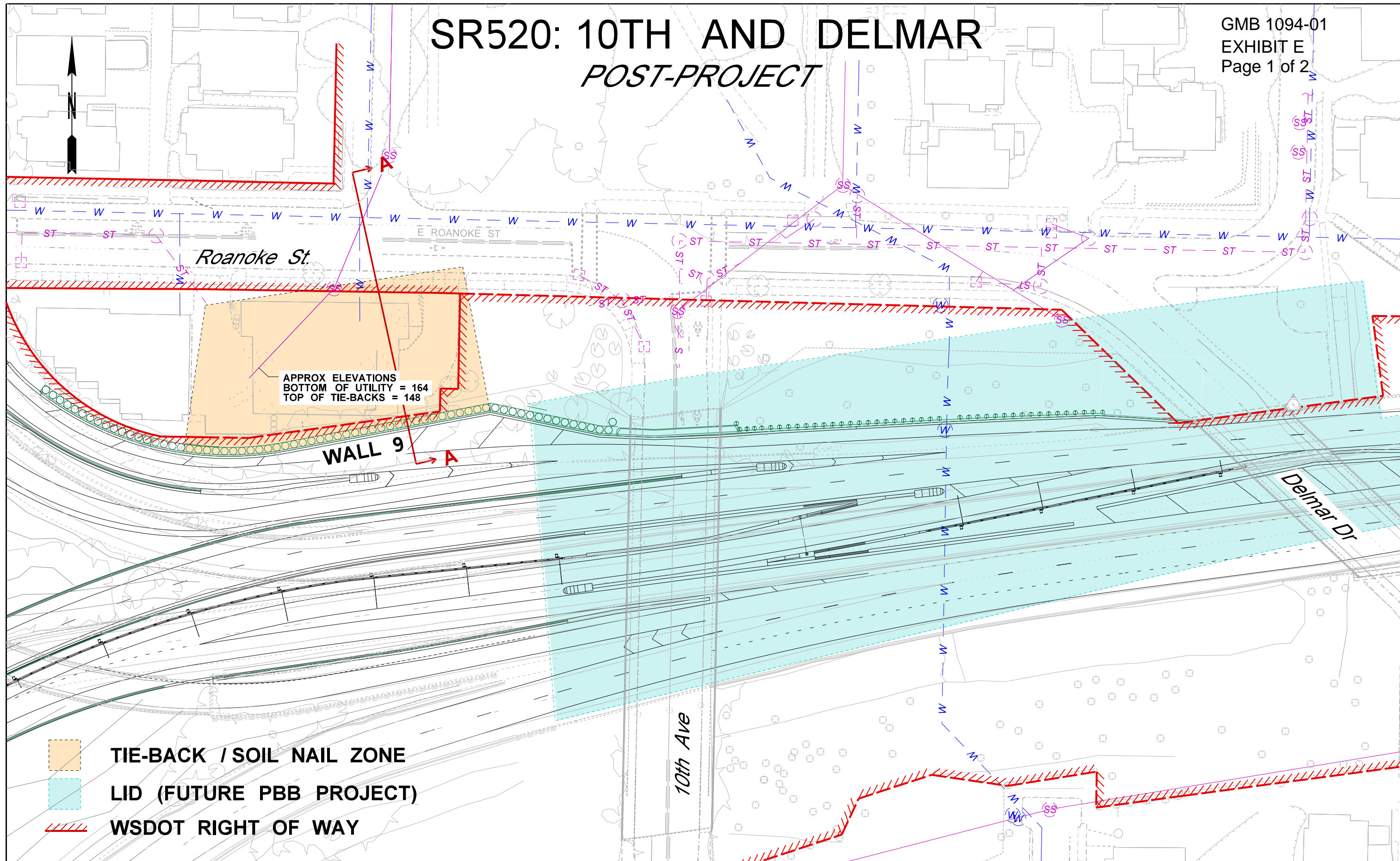
WALL LETTER CODE	WALL MAINTENANCE RESPONSIBILITY	RESPONSIBILITY RATIONALE
	Improve & Replace: CITY	Wall supports city sidewalk
C1-S	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports under-bridge area west of Boyer Ave. E.
C1-CC	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: WSDOT	Partition wall closing vertical gap between 10th structure and Delmar structure
C1-DD	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP connection
C1-EE	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city trails
C2-T	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports trail connection
C2-U	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports city sidewalk
C2-V	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-W	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-X	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C2-Y	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports trail connection
C2-Z	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports highway improvements
C2-AA	Graffiti removal: WSDOT	WSDOT crews maintain area in front of wall
	Improve & Replace: WSDOT	Wall supports RSUP
C2-BB	Graffiti removal: CITY	CITY crews maintain area in front of wall
	Improve & Replace: CITY	Wall supports pathway connections (Bill Dawson Trail)



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Exhibit D: Montlake & Roanoke Lids & Bike/Pedestrian Crossings Section

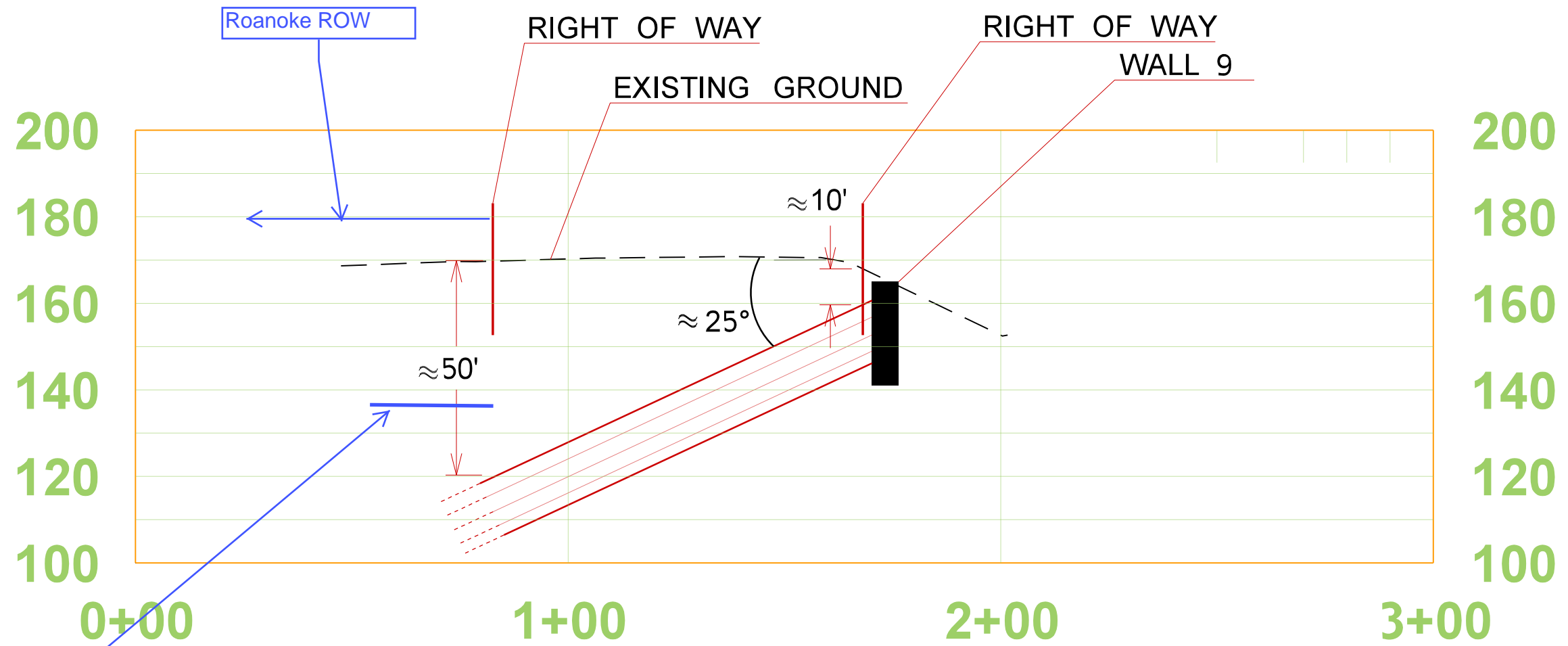
SR520: 10TH AND DELMAR POST-PROJECT



APPROX ELEVATIONS
BOTTOM OF UTILITY = 164
TOP OF TIE-BACKS = 148

WALL 9

-  TIE-BACK / SOIL NAIL ZONE
-  LID (FUTURE PBB PROJECT)
-  WSDOT RIGHT OF WAY



Elevation 137 feet NAVD88 as lowest excavation elevation in Roanoke ROW above Wall 9B tiebacks. See agreement language for more details.

100' TIEBACKS PLUS 10' BUFFER

A-A

