

and for the performance of the CITY's regulatory responsibilities, within the scope stated in this Agreement, UT 01476 (SCL Agreement) and UT 01474 (SPU Agreement).

- 4.10.1. Preliminary Design Submittal. The intent of the Preliminary Design Submittal is to provide a formal opportunity for WSDOT, the CITY, the Design Builder, various design team disciplines, and other approved PROJECT stakeholders to review the construction documents in order to provide input addressing whether the plans reflect Design Build Contract requirements for construction; whether design features are coordinated; and whether there are no fatal flaws within a given discipline or between disciplines. The contents of the Preliminary Design Submittal will vary by discipline as specified in the RFP or as mutually agreed by members of the applicable Task Force.
- 4.10.2. Final Design Submittal. The Final Design Submittal will be prepared when the design for a given element or area is near 100% complete. The Final Design Submittal includes plan sheets, specifications, technical memos, reports, calculations, and other pertinent data, as applicable and incorporates design changes or otherwise addresses CITY comments. As a result of the on-going discussion and resolution of design and construction issues through the regularly-scheduled Task Force meetings and over-the-shoulder reviews, it is anticipated that there will be very few revisions or changes at this stage. The Final Design Submittal will include all specifications, including but not limited to, all amendments to the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, special provisions, technical requirements, and technical specifications, necessary to construct the work represented in the submittal. Following resolution of all comments, the Final Design Submittal may proceed through the written certification process described below in preparation for being released for construction.
- 4.10.3. Released for Construction (RFC) Submittal. At a minimum, the Design Builder will provide a preliminary and a final submittal of all plans and technical specifications and resolve all comments prior to being released for construction. Comments from the CITY concerning design of the CITY's stated requirements for CITY Infrastructure, and comments regarding compliance with SMC Title 15, will be resolved to the CITY's satisfaction. WSDOT will ensure that the RFC Submittal reflects all QA, QC, and design reviews required by the QMP and this Agreement, UT 01476 (SCL Agreement) and UT 01474 (SPU Agreement). WSDOT will also provide a written certification from its contractor to be used to verify to WSDOT and the City that all QA procedures have been completed to ensure that all review comments have been incorporated as agreed to during the comment resolution process among WSDOT, and the Design-Builder, and that the documents are ready to be released for construction. Each sheet of the plan

set and the cover of each set of technical specifications in the RFC Submittal will carry the Professional Engineer's stamp registered in the State of Washington and will be stamped "Released for Construction" by the contractor's Design QA Manager.

- 4.10.4. WSDOT will provide hard copies and electronic files (in both CADD and PDF formats) of documents pertaining to CITY Facilities or the Street Use Permit as requested by the CITY's Construction Project Engineer. The electronic drawing files will include copies of all sheet and reference files used in the RFC Submittal. All design submittals will conform to the AWVSRP Computer Aided Design & Drafting Manual. Construction will not begin until WSDOT has determined that all required government and private approvals have been obtained.
- 4.10.5. Design Review. The review period for the Preliminary and Final Design Submittals will be fourteen (14) calendar days from the Business Day following receipt by the CITY's Construction Project Engineer of the Plan Review Package. The review period may be extended for submittals with overlapping review periods. The CITY will provide staff to provide guidance, review and comment on the Preliminary and Final Design Submittals for CITY Infrastructure, and work that impacts CITY Facilities and for work requiring a Street Use Permit as necessary to complete the reviews within the allotted period. Reviews may be required for the entire design or discrete portions of the design. Review comments will be submitted in a manner and form as requested and approved in the Design-Builder's QMP and mutually agreed by WSDOT and the CITY. WSDOT and the CITY Construction Project Engineer will jointly determine the design elements to be reviewed by the CITY.
- 4.10.6. Comment Resolution. The Design-Builder will schedule and maintain minutes of all resolution meetings with WSDOT and CITY staff and other Task Force members as appropriate to document and resolve review comments. It is intended that all comments will be resolved at these meetings. The Design-Builder will incorporate comment resolutions in subsequent submittals and provide a spreadsheet explaining action taken on each comment. In the event WSDOT disagrees with any CITY comment, the CITY and WSDOT will make staff with decision making authority on the issue available at the earliest possible opportunity to resolve the matter. If resolution cannot be reached, unresolved comments will be elevated in accordance with the dispute resolution provisions of GCA 6486, UT 01474, and UT 01476.
- 4.10.7. Street Use Permit Issuance. Upon receipt of a Preliminary Design Submittal, SDOT will make a determination as to whether the proposed work package requires a Street Use Permit under the provisions of SMC Title 15, or Letter

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

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

5. Construction Management, Inspection, and Acceptance Procedures

- 5.1. The following procedures govern construction management, inspection, and acceptance processes of CITY Facilities constructed by WSDOT for the PROJECT and address fulfillment of the CITY's regulatory role under SMC Title 15. The procedures will be used for Design-Bid-Build Contract and Design-Build Contract project delivery methods.
- 5.2. WSDOT and the CITY agree to work cooperatively with each other and in good faith to implement these procedures to attempt to accomplish the following:
 - 5.2.1. Enable timely and expeditious execution of the PROJECT in accordance with the agreed standards on schedule.
 - 5.2.2. Facilitate thorough review of all stages of construction to ascertain that CITY Infrastructure constructed by WSDOT is in compliance with CITY policy and regulations, and standards and specifications.
 - 5.2.3. Facilitate communications and activities pertaining to construction management, inspection and contract administration, including communications in the field, roles and responsibilities, review of proposed changes to Approved Plans and other submittals by the contractor or Design Builder, processes for pre-acceptance inspections, and acceptance of infrastructure.
 - 5.2.4. Enable both WSDOT and the CITY to comply with all laws and procedures governing their actions.
- 5.3. WSDOT will develop, advertise and award multiple construction contracts to fulfill its PROJECT responsibilities. WSDOT's construction contracts will be administered in accordance with the then-current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and WSDOT's construction contract forms and documents.
- 5.4. WSDOT will construct CITY Infrastructure in the fulfillment of its PROJECT responsibilities and may also construct CITY Infrastructure on the CITY's behalf by reimbursable Task Orders. Construction of CITY Infrastructure will conform to CITY laws, rules, regulations and standards.
- 5.5. WSDOT will designate STATE Project Engineers to administer its construction contracts for the PROJECT and to ensure work is constructed in accordance with the Approved Plans and the terms and conditions of the Street Use Permits and GCA 6486, UT 01474, and UT 01476. WSDOT may use consultant(s) in providing some or all of construction management services. The CITY may consult with and make inquiries of the STATE Project Engineer or designee, attend all meetings and have access to all documentation pertinent to CITY Facilities and performance of its regulatory responsibilities.
- 5.6. The CITY will provide a City Construction Project Engineer tasked to: (1) coordinate the activities of CITY inspectors, crews and consultants; (2) communicate with the

STATE Project Engineer regarding regulatory compliance, changes in design, the CITY's participation in reviewing contractor submittals, and the use of CITY resources; (3) coordinate the final inspection and acceptance of CITY Infrastructure with representatives from CITY departments; and (4) report on construction progress and issues to CITY department managers.

- 5.7. The CITY will provide qualified staff and/or consultants to fulfill its inspection, construction, and administration responsibilities during construction. CITY staff will work under the general direction of the City Construction Project Engineer CITY crews, technical and inspection staff and consultants will work in an integrated manner with STATE Project Engineer staff to perform construction related tasks and evaluate conformity of construction of CITY Infrastructure with the Approved Plans. CITY inspectors and compliance officers will immediately notify the STATE Project Engineer or designee of any compliance issues.
- 5.8. For each PROJECT contract, WSDOT will provide the CITY with a detailed contract execution schedule that includes CITY Infrastructure work, and will coordinate with the CITY to schedule utility shutdowns, cut-overs, and other CITY crew work and inspections. At a minimum, schedule updates will be provided on a monthly basis. Schedule changes will be promptly communicated to the CITY as soon as they become known by WSDOT.
- 5.9. Contractor Submittals. Within thirty (30) days of contract execution, WSDOT will prepare or cause its contractor(s) to prepare and submit a preliminary Submittal Control Document for each construction contract for use by WSDOT and the CITY to plan and manage staffing requirements for review of contractor submittals relating to construction of CITY Infrastructure and fulfillment of CITY permit requirements. The Submittal Control Document will include material submittals pursuant to CITY material standards and the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction. The Submittal Control Document is a construction management tool that will be expanded and elaborated as each contract progresses.
 - 5.9.1. WSDOT will forward electronic copies of submittals for CITY review to the City Construction Project Engineer who will assign primary, and if appropriate, secondary CITY reviewers. Hard copies will be provided upon request.
 - 5.9.2. For Design-Bid-Build components of the PROJECT, the City Construction Project Engineer will return City review comments on all documents included in the approved Submittal Control Document within ten (10) business days of the CITY's receipt, unless the CITY of Seattle Standard Specifications for Road, Bridge and Municipal Construction allow for a longer review period, and respond in a timely manner to requests for information. The CITY will notify WSDOT if a submittal will require longer than ten (10) Business Days to review.

- 5.9.3. For Design-Build components of the PROJECT, the CITY Construction Project Engineer will return CITY review comments within five (5) working days to WSDOT. WSDOT will track all submittals and discuss the status of active submittal reviews with the City Construction Project Engineer on a weekly basis. The City Construction Project Engineer will act as a liaison between WSDOT and the CITY departments in resolving issues regarding disposition of submittal comments.
- 5.9.4. CITY reviewers will send their comments on submittals to the City Construction Project Engineer. The City Construction Project Engineer will consolidate comments if necessary and send comments to WSDOT for dissemination back to contractors. For design submittals on Design-Build Contracts, comment responses will be provided to CITY reviewers along with the revised design for submittals that need to go through another round of review pursuant to Section 4 above.
- 5.9.5. The CITY is responsible for providing submittal review comments within the allotted time. If additional time is needed to respond, the City Construction Project Engineer will discuss this on a case-by-case basis, and obtain WSDOT's approval for a time extension in advance of the due date.
- 5.9.6. Pursuant to CITY review comments, the STATE Project Engineer will provide disposition instructions for all submittals to its contractors.
- 5.10. Access to SPU and SCL Facilities. WSDOT will provide the CITY with twenty-four (24) hour, seven (7) days a week, safe access to CITY Facilities in all construction and staging areas for the purpose of operation, maintenance, and emergency response. CITY staff will notify WSDOT in advance of their arrival on site except in the case of emergency. In the case of emergencies, safety practice dictates that CITY staff will make every effort to notify the STATE Project Engineer immediately upon entering a PROJECT construction site or staging area.
- 5.11. Testing and Inspection. WSDOT will develop (or in the case of Design-Build Contracts, require its contractor to develop) a quality management plan to include an inspection and test plan describing all the proposed quality assurance inspections and tests to be performed throughout the construction process. Activity-specific inspection and test plans will be prepared during the preparatory phase for each definable feature of work. WSDOT will provide the CITY with the opportunity to review the quality management plan. The CITY will review and comment on the inspection and test plan, and any other provisions regarding CITY Infrastructure.
- 5.11.1. WSDOT will form quality assurance or verification teams as appropriate for the contract type. The CITY will have representation on these teams. The quality team for each contract will hold meetings to review test and

inspection results and address and rectify issues relating to inspection, substandard material quality, adjustments needed for inadequate quality assurance and quality control processes, test results demonstrating that tolerance standards are not met, disparities between quality assurance and quality verification test data, future quality concerns, and any other issues raised by WSDOT and the CITY regarding quality of construction of CITY Infrastructure.

- 5.11.2. WSDOT will provide the CITY with timely notice prior to commencement and completion of all material stages of CITY Infrastructure work and will invite the CITY to inspect such work upon completion of any material stage. The CITY on-site inspector will be invited to the weekly construction meeting prior to any work being started on CITY Facilities. WSDOT will provide at least five (5) Business Days notice for each inspection. The CITY will submit a complete list of any concerns or deficiencies to WSDOT within ten (10) Business Days after the date of any inspection. WSDOT will timely address each comment or issue presented by the CITY to the CITY's satisfaction. Both WSDOT and the CITY agree to act as expeditiously as possible to assure a timely resolution of any deficiencies.
- 5.11.3. Throughout construction of the PROJECT, CITY staff and consultants will assist the STATE Project Engineer in evaluating contract compliance of CITY Infrastructure built by WSDOT's contractors. WSDOT will coordinate with the CITY to designate mandatory inspection points (hold points) for CITY Infrastructure. No work will proceed beyond a hold point until inspection has been performed or the option to inspect has been waived by a letter or e-mail from the City Construction Project Engineer to the STATE Project Engineer. WSDOT will provide notification to the CITY twenty-four (24) hours in advance of completion of work to be inspected by the CITY so that the CITY may perform inspection if desired.
- 5.11.4. The CITY will notify WSDOT promptly of any Defective Work observed by CITY inspectors.
- 5.11.5. Testing of CITY Infrastructure will conform to the requirements of the CITY Standard Specifications for Road, Bridge and Municipal Construction. The CITY may observe testing of materials and inspect installation of CITY Infrastructure and provide a written evaluation to the STATE Project Engineer regarding whether the materials or facilities tested meet with the requirements of the Approved Plans. WSDOT will endeavor to provide five (5) Business Days notice of all testing required by the Approved Plans, and the CITY will be provided a copy of certified test reports of materials or installation of CITY Infrastructure. The CITY will exercise its right to approve or reject construction or materials of CITY Infrastructure that are deficient, or that (1) do not meet with the requirements of the Approved

Plans; (2) are not constructed in accordance with CITY-issued permits; (3) have defects in material and workmanship; and/or (4) have defects in design(s).

- 5.11.6. Except as otherwise agreed, all deficiencies will be reported through the STATE Project Engineer to the respective contractor's appropriate representative for resolution. Appropriate communications will be determined for each situation. CITY inspectors will not directly communicate with WSDOT's contractors without the express authorization of the STATE Project Engineers except when public or worker safety is in question.
- 5.11.7. WSDOT will ensure that underground CITY Facilities are jointly inspected and any deficiencies corrected prior to final grading and placement of overlying permanent pavement.
- 5.12. Change Management. The following procedures will apply to work affecting CITY Facilities or work subject to CITY-issued Street Use Permits.
 - 5.12.1. Changes necessitated by design deficiencies or unforeseen site conditions will be managed in accordance with WSDOT contracts and standard procedures. When changes are required to the Approved Plans, the STATE Project Engineer will consult with the City Construction Project Engineer to determine CITY review requirements. When CITY review is required, the City Construction Project Engineer will coordinate the timely review of the contract modification and supporting documentation. In any case, the STATE Project Engineer will obtain CITY approval prior to implementing any change order affecting CITY Facilities or work subject to CITY issued Street Use Permits.
 - 5.12.2. Within three (3) Business Days of receiving a proposed change to Approved Plans for any CITY Infrastructure work, WSDOT or its contractor will transmit the scope for the proposed change to the CITY for review, comment, and written approval. Before executing the change order, in a non-emergency situation and unless otherwise agreed by WSDOT and the CITY, WSDOT will allow the CITY sufficient time to review, comment and approve or disapprove in writing changes to the Approved Plans. The CITY will assign any change a high priority and provide a timely response commensurate with the complexity of the proposed change.
 - 5.12.3. The CITY may request additions and changes to the construction contract through WSDOT. WSDOT will comply with the requested changes provided that the changes are within the general scope of the PROJECT and comply with the PROJECT permits, State and/or Federal law and applicable rules, codes and/or regulations. WSDOT retains the right to reject requested changes if incorporating such changes could result in unwarranted additional

cost to the STATE or a delay in the PROJECT schedule. Such additions and changes may lead to change orders, or they may lead to Betterments or New Work. If the CITY and WSDOT agree to implement the change, the requesting CITY department and WSDOT will document the request in writing by completing and signing a concurrence letter. The CITY agrees to reimburse WSDOT for the costs associated with Betterments and additional New Work.

5.12.4. WSDOT will make available to the CITY all change order documentation that affects CITY Infrastructure.

5.13. Special Construction Considerations.

5.13.1. SCL. The following procedures apply specifically to SCL Facilities during construction.

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

5.13.1.2. Advance Notice of Service Outages. WSDOT will submit a request in writing, thirty (30) calendar days prior to any necessary outages specifying the electrical boundaries, the date the outage will begin and the date the facilities can be re-energized and put into/back into service. SCL will accommodate such requests unless prohibited by operational necessity, a previously scheduled outage conflicts with the outage requested by WSDOT, or emergency conditions prohibit the outage or limit the availability of crews. If denied, SCL will assist WSDOT in finding another outage window. If granted, SCL will outline any conditions related to such outage to WSDOT.

5.13.2. SPU. The following special considerations apply to construction work associated with SPU Facilities.

5.13.2.1. Testing Specific to SPU Facilities. SPU will perform periodic inspection on joint bonding installed on new water mains and test isolation couplings at connections of new water mains to existing water mains. SPU will also perform tests on all cathodic test stations on the new water mains for electrical continuity. SPU will obtain water samples from the new water mains after they have been chlorinated and flushed by a WSDOT contractor in accordance with City Standards and will perform tests on the water sample for purity.

5.13.2.2. Water main connections. SPU will perform the pipe work necessary to connect new water mains or relocated water mains to the existing water system pursuant to CITY Standard Plan No. 300. WSDOT will provide SPU with at least fourteen (14) calendar days notice prior to scheduling any SPU crew work and will provide longer notice to the extent possible through regular construction scheduling meetings. SPU will make every effort to complete the work within twenty-four (24) hours of the time WSDOT has requested the work to be done. WSDOT contractors will be required to perform site preparation and restoration work to support SPU crews, including the provision of traffic control.

5.13.2.3. New drainage and wastewater system connections. SPU will core drill and install all tees pursuant to CITY standard specification 7-17.3(2)C, Plugs and Connections. WSDOT will notify SPU fourteen (14) calendar days prior to the need for this work. SPU will make every effort to complete the work within twenty-four (24) hours of the time WSDOT has requested the work to be done. WSDOT contractors will be required to perform site preparation and restoration work to support SPU crews, including the provision of traffic control.

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

5.14. Acceptance. WSDOT will notify the CITY upon completion of the construction of CITY Infrastructure and will invite the CITY to participate in a joint pre-final inspection of the completed work.

5.14.1. The CITY will timely inspect the completed CITY Infrastructure and will exercise its right to approve or reject construction or materials which are deficient, or which deviate from the Approved Plans or any CITY-approved revisions to the Approved Plans. The CITY will submit a written response within ten (10) Business Days of the date of the pre-final inspection, notifying WSDOT that CITY Infrastructure has been constructed in accordance with the Approved Plans, or rejecting the completed CITY

Infrastructure. In the event that the completed CITY Infrastructure is rejected, such response will include written notice of any known deficiencies and Defective Work so that WSDOT can use the response in its preparation of a contract punch list.

- 5.14.2. WSDOT will address each deficiency identified by the CITY during the pre-final inspection and will resolve all deficiencies and Defective Work to comply with the Approved Plans, or any approved revisions to the Approved Plans. If disagreements arise between the CITY and WSDOT on what constitutes Defective Work or a deficiency or whether the CITY Infrastructure meets agreed upon requirements, the disagreement will be resolved using the dispute resolution provisions of GCA 6486, UT 01474, or UT 04176. The CITY will assist the STATE Project Engineer in determining appropriate remedies for each deficiency and for Defective Work. Both WSDOT and the CITY agree to act as expeditiously as possible to assure a timely resolution of deficiencies and Defective Work.
- 5.14.3. Once the STATE Project Engineer determines that WSDOT has remedied all deficiencies and Defective Work identified during the pre-final inspection, the STATE Project Engineer will invite the CITY to participate in a joint final inspection of the completed CITY Infrastructure. The CITY will submit a written response within ten (10) Business Days of the date of the final inspection notifying WSDOT that CITY Infrastructure has been constructed in accordance with the Approved Plans, or notifying WSDOT of any remaining deficiencies or Defective Work.
- 5.14.4. Acceptance of CITY Infrastructure may be executed in stages. Letters of Acceptance and notification of interim use and operation will be executed in accordance with Section 15, Final Inspection and Project Acceptance of GCA 6486.

6. Redlines and Record Drawings.

- 6.1. For PROJECT work that WSDOT constructs including work performed on behalf of the CITY through a Task Order, WSDOT shall maintain one set of Approved Plans as the official contract drawings and provisions to which WSDOT shall make drawings and notations in either red ink or red pencil to show the constructed configuration of all infrastructure that deviates from the design and contract requirements shown in the Approved Plans as typically recorded pursuant to WSDOT and City of Seattle standard practices. These documents shall be referred to as the red-line plans.
- 6.2. The red-line plans shall be kept current throughout construction with accurate and comprehensive information detailing the constructed configuration of the infrastructure. The red-line plans shall reflect the same level of detail as the Approved

- Plans, and shall provide the drawing accuracy necessary for the CITY and private utility purveyors to locate their respective utilities in accordance with State law.
- 6.3. The STATE Project Engineer and the City Construction Project Engineer shall jointly review the red-line plans monthly to evaluate whether the red-line plans reflect a current, accurate and comprehensive record of the constructed configuration of the infrastructure. If the STATE Project Engineer or the City Construction Project Engineer determines that the Red-Line Plans are not current, accurate or comprehensive, WSDOT shall immediately revise the red-line plans to remedy deficiencies.
 - 6.4. Prior to placing CITY Infrastructure into service during the course of construction, WSDOT shall provide the CITY with color photocopies of portions of the red-line plans showing the constructed configuration of the CITY Infrastructure being placed into service.
 - 6.5. WSDOT shall submit one color set of the completed red-line plans prior to the Parties executing a Letter of Acceptance provided for in Section 15 of GCA 6486.
 - 6.6. All record drawings for CITY Infrastructure shall comply with the digital and graphical standards of the City of Seattle Inter-Departmental CADD Standards.
 - 6.7. A transmittal of record drawings shall include two (2) full-scale bond copies plus the digital files meeting with the requirements established above.

7. Task Order Invoicing and Payment

- 7.1. Invoicing. The PARTIES shall invoice each other monthly based on work progress and cost expenditures. Invoices shall be submitted to the receiving PARTY within thirty (30) calendar days after the end of the month in which the work was performed, with the exception of CITY invoicing to the STATE which may occur within sixty (60) calendar days after the end of the month in which the work was performed.
 - 7.1.1. Invoices shall include a reference to the Task Order under which the invoiced services were authorized, the billing period, and a summary of the work performed during the billing period, total value of the invoice, total amount invoiced to date, the budgeted amount, and amount remaining. Invoices will provide an appropriate level of supported detail for the agreed approach to reimbursement. Actual cost reimbursement will be by unit cost or time and materials.
 - 7.1.1.1. In addition to requirements of section 7.1.1, unit cost reimbursement will include a schedule of values, percent complete for each bid item, total quantity for each bid item, itemized list of materials-on-hand quantities, and itemized indirect charges/rates as appropriate.

7.1.1.2. In addition to requirements of Section 7.1.1, for work performed on a time and materials basis, the invoice will include a list of personnel, and equipment employed to complete the invoiced work and the itemized hours and rates for each person and piece of equipment, itemized materials list with cost and quantity used, and itemized indirect charges/rates as appropriate.

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

7.1.2. To ensure prompt payment, the PARTIES will mail via United States Postal Service invoices and appropriate supporting materials to the Designated Representatives as described in Section 25 of GCA 6486 or in the appropriate Task Order.

7.1.3. Invoices must be signed by an authorized representative of the issuing PARTY who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Agreement, UT 01476 (SCL Agreement) or UT 01474 (SPU Agreement).

7.2. Reimbursement. Monthly progress payments for reimbursable costs under this Agreement, UT 01476 (SCL Agreement) or UT 01474 (SPU Agreement). shall be made upon the completion and documentation of the work in support of invoices as described in Section 7.1 above. Within forty-five (45) calendar days after a PARTY'S receipt of any complete and accurate invoice, the invoiced PARTY shall remit the reimbursement. The PARTIES will work cooperatively to resolve issues related to the accuracy of these invoices so as to avoid any delay in payment. Any invoiced expenditure unsupported by appropriate documentation shall be identified in writing and not included in the reimbursement; provided, however, that the presence of unsupported items within an invoice shall not delay payment of those items that are supported by appropriate documentation. It is agreed that any partial payment under a Task Order will not constitute agreement as to the appropriateness of services and that, at the time of final audit; all required adjustments will be made and reflected in a final payment.

7.3. In addition, the PARTIES may require other financial documents to verify that the amounts invoiced are included within the budgeted scope of each Task Order, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the PARTIES that materials and services are satisfactorily rendered,

and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the PARTIES.

- 7.4. **Monitoring and Reporting of Progress.** The PARTIES are committed to working cooperatively and efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for each Task Order. The PARTIES shall provide clear, accurate and detailed monthly progress reports to each other by the 20th of the succeeding month. The PARTIES shall further refine progress reporting, accounting and program management systems as they agree, in order to ensure useful and descriptive information that complements each PARTY'S project control system. The PARTY performing work authorized in a Task Order shall provide active, ongoing oversight to ensure that public funds are expended efficiently.
- 7.5. **Reconciliation.** The PARTIES agree to monitor and reconcile the actual versus estimated Task Order work and costs on a quarterly basis. The PARTIES will negotiate additional funding or a reduction in services relating to a Task Order to the extent that such work cannot be performed within the estimate of compensation and expense reimbursement due for the services delivered and work performed. Each PARTY will rely on information contained in the progress reports to identify changes in the work as reported on by the other PARTY in order to have the opportunity to take corrective action or clarify assumed work efforts.
- 7.6. The PARTIES agrees to submit a final invoice to the PARTY within ninety (90) calendar days after completion of a Task Order.
- 7.7: **Availability of Records.** All PROJECT records in support of all costs incurred and actual expenditures kept by the PARTIES shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by the PARTIES and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than six (6) years from the final payment of any federal aid funds to the PARTIES. Copies of said records shall be furnished to the PARTIES and/or the Federal government upon request. This requirement shall be included in all third-party contracts related to the work entered into by the CITY to fulfill the terms of this Agreement, UT 01476 (SCL Agreement) or UT 01474 (SPU Agreement).
- 7.8. **Audit.** If an audit is requested by the PARTIES or required by any applicable Federal agency requirements, the PARTIES agree to cooperate fully with any such audit and provide documentation as is requested in support of all costs.

MEMORANDUM OF AGREEMENT
NO. GCA 6486
SR 99 ALASKAN WAY VIADUCT
PROPERTY, ENVIRONMENTAL REMEDIATION, DESIGN REVIEW,
PERMITTING, AND CONSTRUCTION COORDINATION
AGREEMENT
FOR SR 99 BORED TUNNEL PROJECT

EXHIBIT C
TASK ORDER TEMPLATE



Task Order

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

Task Order Provisions

- 1.0 The Requesting Agency and Service Agency shall issue, conduct and administer this Task Order in compliance with all the provisions of the following Memoranda of Agreement between the State of Washington Department of Transportation and the City of Seattle: GCA 6486, UT 01474 and UT 01476.
- 2.0 The provisions of this Task Order can only be revised through a mutually executed amendment to this Task Order.

3.0 Background

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

4.0 Scope of Services

[Provide a narrative defining the scope of services]

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

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

5.0 Schedule

[Insert schedule milestone dates including the required completion date]
[Reference any attached schedule]

6.0 Task Order Amount

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

7.0 Assumptions and Exclusions

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

8.0 Designated Representatives

WSDOT Representative & Phone Number:
City Representative & Phone Number:

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

Requesting Agency
[enter agency name]

Service Agency
[enter agency name]

[enter name of agency signatory]
[enter title of agency signatory]

[enter name of agency signatory]
[enter title of agency signatory]

Date

Date

EXHIBIT D TO MEMORANDUM OF AGREEMENT NO. GCA 6486

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

NO. GCA 6486

Exhibit E

Advisory Committee on Tolling & Traffic Management

Charge: Make advisory recommendations to WSDOT, the Governor, the Legislature, the Transportation Commission, the Federal Highway Administration (FHWA), the Seattle City Council, and the Seattle Mayor on strategies for: (1) tolling the SR99 bored tunnel, (2) minimizing traffic diversion from the tunnel due to tolling, and (3) mitigating traffic diversion effects on city streets and I-5. These recommendations may be implemented by the State, City of Seattle, Port of Seattle, and/or King County as appropriate. Authority for tolling will require action by the State Legislature, while tolling rates are within the purview of the Transportation Commission.

Staffing: The Advisory Committee will be staffed by managers or policy level staff from WSDOT, SDOT, Port of Seattle, King County, and Council central staff. Staffing will be supported by technical staff from each of the agencies and/or consultant support. The role of staff will be to manage the Advisory Committee's work plan, develop a schedule, frame issues, and review and format technical data for the Advisory Committee's review. WSDOT and the City of Seattle will manage resources from the state's Alaskan Way Viaduct and Seawall Replacement Program budget to cover mutually agreeable staffing and consultant costs to support the Advisory Committee. State and City will jointly facilitate these meetings.

Membership: The Advisory Committee will be comprised of up to 15 members. The Mayor; Seattle City Council; and WSDOT will each appoint one-third of the members. All members will be confirmed by Council. Advisory Committee membership should represent the following types of interests: Freight, retail, drivers, labor, bicycle and pedestrian interests, large employer, waterfront business, adjacent and affected neighborhoods, transit riders, low-income, and others.

Timeline: The Advisory Committee will begin work in March 2011, and it will submit its initial tolling and diversion minimization recommendations by June 2012. Interim milestones will be established by the staff in conjunction with the Advisory Committee members.

The Advisory Committee is expected to continue working to refine its analysis and recommendations through December 2015 (when the deep bored tunnel is scheduled to open to traffic and toll implementation begins). The Advisory Committee will continue its work for up to one year after tolling begins to review the effects of the implemented tolling and diversion minimization strategies and to make further recommendations.

Scope of Work:

The work of the Advisory Committee will take place through an iterative process of reviewing financial goals, assessing the impact of different tolling strategies on traffic using the SR 99 bored tunnel, and evaluating a range of strategies to minimize diversion. The tasks of the committee will include:

1. Review anticipated traffic impacts on city streets and I-5 for different tolling scenarios.
2. Explore ways to:
 - a. Refine the tolling strategy for the SR 99 bored tunnel, including considering variable toll rate, and regional tolling and/or tolling of other state and city facilities.
 - b. Reduce the level of toll revenue to the bored tunnel project by identifying alternative funding source(s).
 - c. Optimize the tolling strategy for the SR 99 bored tunnel to balance accomplishing state funding goals while minimizing diversion of traffic.
3. Assess various strategies for minimizing and mitigating adverse effects of traffic diversion from tolled SR99 onto city streets through optimizing traffic flows and/or restricting or limiting traffic, including, but not limited to:
 - a. Setting priorities for street use by time of day for various users (cars, trucks, bicycles, pedestrians, transit, parking consistent with City's complete streets policy goals;
 - b. Identify opportunities for traffic calming, and other restrictions on certain modes of travel;
 - c. Creating "transit first" policies through transit priority streets and other methods to improve transit speed and reliability;
 - d. Using other traffic demand management measures;
 - e. Funding enhanced transit services and vanpools.
4. Assess various strategies for minimizing and mitigating diversion of traffic onto I-5 and other state facilities through optimizing traffic flow and/or restricting or limiting traffic, including, but not limited to:
 - a. Modifying I-5 operations, including the express lanes and on and off-ramps in the City;
 - b. Extending the use of intelligent transportation systems on I-5 through the City.
5. Develop specific transportation plans for the north and south portal areas to more specifically identify street uses, traffic flows, and treatments. This work should also implement other recommendations of the Center City Strategy.

Attachment 2

Memorandum of Agreement UT 01476

SR 99 Alaskan Way Viaduct Replacement

SCL Facilities Work Agreement For SR99 Bored Tunnel Project

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

MEMORANDUM OF AGREEMENT
UT 01476
SR 99 ALASKAN WAY VIADUCT REPLACEMENT
SCL FACILITIES WORK AGREEMENT
FOR SR99 BORED TUNNEL PROJECT

THIS Memorandum of Agreement, UT 01476, SR 99 Alaskan Way Viaduct Replacement, SCL Facilities Work Agreement for SR99 Bored Tunnel Project ("Agreement") is made and entered into, as provided in RCW 39.34.080, RCW 47.12.040 and other applicable law, between the Washington State Department of Transportation, hereinafter the "STATE," and the City of Seattle, hereinafter the CITY, (managed by Seattle City Light, hereinafter "SCL"), collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the Alaskan Way Viaduct (AWV) and seawall are at risk of sudden and catastrophic failure in an earthquake and are nearing the end of their useful lives; and

WHEREAS, the STATE and the Federal Highway Administration (FHWA), in consultation with the CITY, are proposing improvements to State Route 99 (SR 99), currently a non-limited access highway that includes the AWV; and

WHEREAS, in March 2007, the Governor, the King County Executive and the Mayor of Seattle pledged to advance a series of key SR 99 projects (Moving Forward Projects) that will facilitate the removal and/or repair of key portions of SR 99, which are: Yesler Way Vicinity Stabilization Project, Electrical Line Relocation (formerly known as Electrical Utility Relocation Phase 1 under agreement No. GCA 5680), Battery Street Tunnel Fire and Life Safety Upgrades, SR 99 Lenora to Battery Street Tunnel Improvements, the SR 99 South Holgate Street to South King Street Viaduct Replacement Project, and Transit Enhancements and Other Improvements; and

WHEREAS, in January 2009, the Governor, the King County Executive and the Mayor of Seattle recommended replacement of the existing AWV structure in the central waterfront area with a bored tunnel; and,

WHEREAS, in October 2009 the Governor and the Mayor executed a Memorandum of Agreement, GCA 6366, which described the basic roles and responsibilities for the implementation of the Alaskan Way Viaduct and Seawall Replacement (AWVSR) Program; and

WHEREAS, the AWVSR Program (PROGRAM) consists of a four-lane bored tunnel and improvements to City streets, the City waterfront, and transit; and the Moving Forward Projects; and

WHEREAS, the PROJECT, the subject of this Agreement, is the part of the PROGRAM that replaces SR 99 from South Royal Brougham Street to Roy Street that consists of designing and constructing a four-lane bored tunnel from South King Street to Thomas Street, north and south

1 tunnel portals and access streets; re-establishment of the City street grid in the vicinity of the
2 portals and associated utility relocations; and
3

4 WHEREAS, Battery Street Tunnel decommissioning and Alaskan Way Viaduct demolition will
5 be addressed in a future agreement; and
6

7 WHEREAS, in January 2009, the Governor, the King County Executive and the Mayor of
8 Seattle recommended replacement of the existing AWV structure in the central waterfront area
9 with a bored tunnel; and
10

11 WHEREAS, the CITY and STATE agree to work collaboratively toward the successful
12 completion of the PROJECT and endeavor to open the tunnel by the end of 2015 and demolish
13 the Alaskan Way viaduct in 2016; and
14

15 WHEREAS, the PROJECT is consistent with the CITY of Seattle's adopted Comprehensive
16 Plan; and
17

18 WHEREAS, the CITY and the STATE will deliver the PROJECT within the financial
19 commitments made in the Memorandum of Agreement, GCA 6366, executed by the PARTIES
20 on October 24, 2009; and
21

22 WHEREAS, concurrently with this UT 01476 Agreement, the STATE and CITY, through its
23 Seattle Public Utilities Department (SPU), are entering into an agreement, UT 01474; and
24

25 WHEREAS, concurrently with this UT 01476 Agreement, the STATE and CITY, through the
26 Seattle Department of Transportation (SDOT), are entering into an agreement, GCA 6486; and
27

28 WHEREAS, the CITY will own and/or maintain significant infrastructure to be constructed as
29 part of the PROJECT; and
30

31 WHEREAS, some or all of the work covered by this Agreement may be accomplished by
32 executed "Task Order" documents; and
33

34 WHEREAS, the PROJECT will require the removal of existing City electrical, water, drainage
35 and wastewater facilities that have alignments intersecting or that directly conflict with the
36 tunnel portals and tunnel portal excavations ("Conflicting Facilities"), and the construction of
37 new facilities and service connections, (excluding temporary construction and permanent
38 electrical services for the PROJECT) to a permanent and final location to replace the Conflicting
39 Facilities (together, the "Relocation Work"); and
40

41 WHEREAS, the PROJECT will also require the planning, operational and construction
42 management practices, monitoring and other work to avoid and/or remedy damage
43 ("Deformation Mitigation Work"); and
44

1 WHEREAS, together the SCL Facilities Relocation Work and the SCL Facilities Deformation
2 Mitigation Work will comprise the "SCL Facilities Work" of the PROJECT;

3
4 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances
5 contained herein, or attached and incorporated and made a part hereof,

6
7 IT IS MUTUALLY AGREED AS FOLLOWS:

8
9 **1. DEFINITIONS**

10 Words not otherwise defined, which have well-known technical or construction industry
11 meanings, are used in accordance with such recognized meanings.

12
13 1.1 Approved Plans means the construction plans and provisions that evidence the CITY's
14 determinations, made through the processes described in Sections 6 and 7 and Exhibit B of GCA
15 6486, that the plans conform to the criteria established in GCA 6486 and this Agreement;
16 Approved Plans are included in the contract documents evidencing the agreement between the
17 STATE and its contractors for construction of a given element of the PROJECT.

18
19 1.2 AWV means the Alaskan Way Viaduct structure on State Route 99, currently a non-
20 limited-access highway over a portion of CITY Street Right-of-Way.

21
22 1.3 Betterment means any upgrading of the SCL Facilities, or the design and construction of
23 any new SCL Facilities that is not attributable to the PROJECT or PROGRAM and is made
24 solely for the benefit of and at the election of SCL. Examples of work that will not constitute a
25 Betterment, so that SCL shall not bear cost responsibility, are:

26 1.3.1 If existing devices or materials are no longer regularly manufactured or cannot be
27 obtained in time to meet the PROJECT schedule, needs or requests by the STATE, then devices
28 or materials of equivalent standards although not identical, of the next highest grade or size; or

29 1.3.2 Upgrades to SCL Facilities necessary to meet current code requirements and SCL
30 published standards; or

31 1.3.3 Work required by SCL to maintain current service and capacity; or

32 1.3.4 Work required by current design and construction practices regularly followed by
33 SCL in its own work and/or considered an industry design or construction standard.

34
35 1.4 Business Days means Monday through Friday, inclusive, except for official City of
36 Seattle and state holidays.

37
38 1.5 CITY means the City of Seattle, a Washington municipal corporation.

39
40 1.6 City Construction Project Engineer means the person designated by SDOT to act as the
41 City's coordinator and primary representative in matters arising during the course of construction
42 as set forth in this Agreement.
43
44

1 1.7 CITY Facilities means SCL Facilities, SDOT Facilities, SPU Facilities and facilities
2 impacted by, or constructed as part of, the PROJECT that are owned or will be owned by any
3 other CITY agency.

4
5 1.8 CITY Infrastructure means the portions of SPU Facilities, SCL Facilities and City Street
6 Right-of-Way improvements constructed or modified as part of the PROJECT to be owned,
7 operated and maintained by the CITY.

8
9 1.9 City of Seattle means CITY.

10
11 1.10 City Standards means all City of Seattle laws, rules, regulations and standards and all
12 applicable federal and state laws, rules, regulations and standards, including but not limited to
13 the following, except as otherwise provided in this Agreement, UT 01474 and GCA 6486:

14 The Seattle Municipal Code;

15 The City of Seattle Standard Specifications for Road, Bridge and Municipal
16 Construction;

17 The City of Seattle Standard Plans for Municipal Construction;

18 SDOT, SCL, DPD and SPU Director's Rules, including the City of Seattle Right of Way
19 Improvements Manual, 2005-22 and any revisions to the Manual;

20 SCL Material Standards; and

21 SCL Construction Guidelines.

22
23 1.11 CITY Street Right-of-Way means public street right-of-way under the jurisdiction of
24 SDOT pursuant to Title 15 of the Seattle Municipal Code.

25
26 1.12 Conceptual Relocation Plan means a work product that defines the general scope of
27 Relocation Work including a planning level estimate of design and construction costs, as further
28 described in Section 3 herein.

29
30 1.13 Conflicting Facilities means all SCL Facilities and all SPU Facilities identified by the
31 STATE that have alignments intersecting or that directly conflict with the final configuration of
32 the proposed SR 99 bored tunnel portals and tunnel portal excavations. Conflicting Facilities do
33 not include any SPU Facilities or SCL Facilities that have been relocated to or installed or
34 reconstructed in their present location by the STATE or by order of the STATE as part of the
35 Moving Forward projects of the Program south of South Dearborn Street.

36
37 1.14 Contract Award means the STATE's written decision accepting bid for construction of a
38 Project.

39
40 1.15 Defective Work means design or construction work or materials that fail to comply with
41 the Approved Plans, CITY-approved modifications to the Approved Plans, or the laws, rules,
42 regulations or standards as specified in this Agreement.

43
44 1.16 Deformation means any 3-dimensional displacement or combination of displacements.
45 This definition includes, but is not limited to, the terms "tilt," "strain," "settlement," "heave,"

1 “lateral movement,” and related terminology that are common industry terminology for
2 deformation in specific situations. Where such industry terminology is used for convenience
3 herein, it does not imply that the broad definition of deformation has been limited.
4

5 1.17 Deformation Mitigation Work means any planning, operational and construction
6 management practices, monitoring and temporary or permanent SCL Facilities Work including
7 maintenance of service undertaken to avoid damage as a result of Deformation and remedy such
8 damage should it occur, as further described in Section 4 herein.
9

10 1.18 DPD means the City of Seattle Department of Planning and Development.
11

12 1.19 Engineer of Record means the engineer licensed in the State of Washington who has been
13 commissioned by the STATE as the prime engineer of the PROJECT, having overall
14 responsibility for the adequacy of the design and the coordination of the design work of other
15 engineers and whose professional seal is on the Approved Plans.
16

17 1.20 Hazardous Substance(s) means any substance, or substance containing any component,
18 now or hereafter designated as a hazardous, dangerous, toxic or harmful substance, material or
19 waste, subject to regulation under any federal, state or local law, regulation or ordinance relating
20 to environmental protection, contamination or cleanup including, but not limited to, those
21 substances, materials and wastes listed in the United States Department of Transportation
22 Hazardous Materials Table (49 C.F.R. §172.101) or by the United States Environmental
23 Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the
24 Washington Hazardous Waste Management Act (Ch. 70.105 RCW) or the Washington Model
25 Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW), petroleum products and their
26 derivatives, and such other substances, materials and wastes as become regulated or subject to
27 cleanup authority under any Environmental Law.
28

29 1.21 Letter of Acceptance means the written document that signifies the CITY’s acceptance of
30 CITY Infrastructure to be owned by the CITY, and shall signify the STATE’s transfer of CITY
31 Infrastructure to be owned by the CITY. The Letter of Acceptance will not transfer any interest
32 in real property. The Letter of Acceptance shall be jointly executed by the PARTIES. A Letter
33 of Acceptance for SPU Facilities requires SPU approval and a Letter of Acceptance for SCL
34 Facilities requires SCL approval.
35

36 1.22 Letter of Plan Approval means the letter provided to the STATE by the CITY following
37 the completion of the plan review process described in Exhibit B to GCA 6486, signifying that
38 the plans and specifications identified in the letter are the Approved Plans. A Letter of Plan
39 Approval for SPU Facilities requires SPU approval and a Letter of Plan Approval for SCL
40 Facilities requires SCL approval as part of the Procedures outlined in Exhibit B of the SDOT
41 Agreement GCA 6486.
42

43 1.23 New Work means the design and construction by or at the direction of SCL of a new
44 utility other than (a) as part of a relocation associated with the PROJECT, or (b) to provide
45 service to the PROJECT. New Work shall be entirely the financial obligation of SCL.

1
2 1.24 Private Utilities mean utility uses, excluding facilities owned and operated by the CITY,
3 whether approved or not through franchise agreements and/or Street Use Permits by the CITY
4 and governed and enforced through City Ordinance.
5

6 1.25 Procedures mean *Design Review, Construction Management, Inspection and Record*
7 *Drawing Procedures*, attached as Exhibit B to GCA 6486.
8

9 1.26 PROJECT means the Proposed Bored Tunnel Project, the part of the PROGRAM that
10 replaces SR 99 from South Royal Brougham Street to Roy Street and that consists of designing
11 and constructing a four-lane bored tunnel from South King Street to Thomas Street, north and
12 south tunnel portals and access streets, re-establishment of the City street grid in the vicinity of
13 the portals (Battery Street Tunnel decommissioning and Alaskan Way Viaduct demolition are
14 not part of the PROJECT and will be addressed in a future agreement); and associated utility
15 relocations. PROJECT description is attached as Exhibit A to GCA 6486.
16

17 1.27 PROGRAM means all the projects, collectively, implemented by the STATE and the
18 CITY that remove and replace the AWV and seawall.
19

20 1.28 Relocation Work means the removal or abandonment of each Conflicting Facility, the
21 installation or reconstruction of each Conflicting Facility to its permanent and final location and
22 work necessary to continue service to SCL customers during construction.
23

24 1.29 Remediation means the same as Remedy or Remedial Action defined in MTCA which
25 includes any action or expenditure consistent with the purposes of MTCA to identify, eliminate,
26 or minimize any threat or potential threat posed by Hazardous Substances to human health or the
27 environment including any investigative and monitoring activities with respect to any release or
28 threatened release of a Hazardous Substance and any assessments to determine the risk or
29 potential risk to human health or the environment.
30

31 1.30 SCL means Seattle City Light.
32

33 1.31 SCL Facilities means the electrical facilities impacted by, or constructed as part of, the
34 PROJECT that are owned or will be owned by the CITY.
35

36 1.32 SCL Facilities Work means work required to design, construct and protect the SCL
37 Facilities as part of the PROJECT.
38

39 1.33 SDOT means the Seattle Department of Transportation.
40

41 1.34 SDOT Facilities means the streets and roadway facilities impacted by, or constructed as
42 part of, the PROJECT that are owned or will be owned by the CITY.
43

1 1.35 Specialty Work means the construction and installation of all 13.8kV or above rated
2 equipment and associated materials and infrastructure needed to accomplish the SCL Facilities
3 Work.

4
5 1.36 SPU means Seattle Public Utilities.

6
7 1.37 SPU Facilities means the water, drainage and wastewater facilities impacted by, or
8 constructed as part of, the PROJECT that are owned or will be owned by the CITY.

9
10 1.38 SPU Facilities Work means work required to design, construct and protect the SPU
11 Facilities as part of the PROJECT.

12
13 1.39 STATE means the Washington State Department of Transportation.

14
15 1.40 State Project Engineer means the persons appointed by the STATE to lead the PROJECT
16 during design and/or construction or his or her designee.

17
18 1.41 Task Force means a group consisting of STATE, CITY, contractor, and other stakeholder
19 staff meeting regularly to review and reach decisions relating to a particular subject, e.g., traffic,
20 structures.

21
22 1.42 Task Order means a document executed by the PARTIES under this Agreement
23 authorizing work by one PARTY to be done on behalf of the other PARTY and that defines the
24 scope and the obligations of the PARTIES for the given element of work. All terms and
25 conditions of the Agreement shall apply to each Task Order.

26
27 1.43 Utility Easement means a non-exclusive permanent right over real property for the
28 operation, maintenance, repair and replacement of the SCL Facilities, in the form attached as
29 Exhibit A.

30
31 1.44 Utility Service Work means any facilities required to provide temporary Utility services
32 for construction of the PROJECT; and any work needed to obtain permanent SCL services to the
33 bored tunnel or SCL customers.

34
35 1.45 WSDOT means Washington State Department of Transportation.

36
37 Words not otherwise defined, which have well-known technical or construction industry
38 meanings, are used in accordance with such recognized meanings.

39 40 **2. GENERAL RESPONSIBILITIES**

41
42 2.1 The PARTIES shall manage risk, produce design and conduct construction in a manner
43 that maximizes cumulative public benefits and minimizes cumulative public costs as mutually
44 agreed to by the PARTIES.

1 2.2 This Agreement in conjunction with GCA 6486 and UT 01474 is prepared by the STATE
2 and CITY, as provided in RCW 39.34.080, RCW 47.12.040 and other applicable law, to govern
3 relationships between the PARTIES and establish each PARTY's responsibilities regarding the
4 PROJECT.
5

6 2.3 The PARTIES understand that environmental review of the proposed PROJECT is
7 underway at the date of this Agreement and agree that only preliminary design work and other
8 work outlined in 23 CFR 636.109(b)(2) may proceed under this Agreement prior to issuance of a
9 Final SEPA/NEPA Environmental Impact Statement (FEIS) and federal Record of Decision
10 (ROD). If an alternative other than the Proposed Bored Tunnel is selected, this Agreement will
11 be terminated pursuant to the provisions of Section 21 of this Agreement. If the Proposed Bored
12 Tunnel is selected, the remaining work under this Agreement other than preliminary design work
13 may proceed no sooner than after issuance of the ROD and only after WSDOT and the City
14 Council each provide notice to the other that it wishes to proceed with the Agreement. WSDOT
15 will provide Notice to Proceed 2, which authorizes final design and construction, to the Design
16 Builder only after issuance of the ROD.
17

18 2.4 The PARTIES shall work collaboratively to resolve issues in a manner that endeavors to
19 open the Proposed Bored Tunnel to the public on schedule.
20

21 2.5 The design and construction of CITY Facilities, including repair, shall comply with City
22 Standards.
23

24 2.6 Each PARTY shall provide the funding and resources necessary to fulfill the
25 responsibility of that PARTY as established in this Agreement.
26

27 2.7 The PARTIES agree to work cooperatively with each other and make reasonable, good
28 faith efforts to timely and expeditiously complete the PROJECT, as provided in this Agreement,
29 including, but not limited to, the selection of a preferred SR 99 design alternative; development
30 of preliminary engineering and final design and construction. In order to optimize design and
31 minimize conflicts, the STATE shall coordinate design and construction of the various contracts
32 making up the PROJECT with design of subsequent PROGRAM stages, and with construction of
33 previous stages of the PROGRAM. The STATE shall be prepared to modify design of the
34 contracts making up the PROJECT, the subsequent PROGRAM stage and/or previous phase if
35 both PARTIES determine the modifications are necessary and reasonable, to minimize conflicts.
36

37 2.8 The STATE shall pay for all costs associated with the SCL Facilities Deformation
38 Mitigation Work, including but not limited to design; design review; purchase of materials;
39 construction; inspection; preparation of record drawings; CITY crew time and costs; any
40 temporary SCL services required for construction of the PROJECT; and any work needed to
41 obtain permanent SCL services to the bored tunnel or SCL customers; regardless of whether such
42 SCL Facilities Deformation Mitigation Work is performed by the SCL or other CITY staff, the
43 STATE, or its contractor, as set forth in the Approved Plans, and any SCL-approved revisions to
44 the Approved Plans, without reimbursement from SCL, including change orders, but excluding

1 Betterments or New Work as defined in this Agreement. No delay costs shall be paid for by
2 SCL.

3
4 2.9 The STATE is responsible for designing and constructing the PROJECT except for the
5 CITY's responsibility to relocate Conflicting Facilities as provided in Section 2.10 of UT 01474
6 and UT 01476. The STATE is responsible for taking measures to minimize, limit, and mitigate
7 damage to private property and CITY Facilities that may result from the PROJECT construction,
8 including damage that may result from tunnel-induced Deformation. The STATE is responsible
9 for remedying such damage should it occur.

10
11 2.10 SCL is responsible for relocating SCL Conflicting Facilities. SCL's relocation
12 responsibility is limited to the final relocation of each SCL Conflicting Facility unless otherwise
13 agreed to by the PARTIES during the PARTIES' evaluation of the Conceptual Relocation Plan.

14
15 2.11 The PARTIES agree that it is in the public interest for one PARTY to implement portions
16 of the other PARTY's PROJECT responsibilities. Therefore, this Agreement establishes a Task
17 Order process for use by a PARTY to authorize the other PARTY to conduct work on its behalf,
18 and as may be documented through each Task Order pursuant to Section 9 of this Agreement and
19 Section 4 in GCA 6486, agree to reimburse the other PARTY for such services.

20
21 2.12 The terms, conditions, and requirements of GCA 6486 and this Agreement shall apply to
22 each Task Order performed as part of the PROJECT.

23
24 2.13 The PARTIES agree to document design-related decisions through the use of
25 concurrence letters executed by both PARTIES.

26
27 2.14 The STATE agrees to take the lead in consulting and coordinating with all utility owners
28 affected by the PROJECT.

29
30 2.15 The PARTIES shall apply for and obtain all necessary federal, state and City of Seattle-
31 issued permits and approvals for the work for which they are responsible prior to commencing
32 work that requires such permits, including but not limited to all permits, approvals or permission
33 for exploratory investigations, testing, site preparations, demolition and construction.

34
35 2.16 The PARTIES shall comply with the regulatory requirements and agree to meet
36 operational and customer service requirements of each existing SCL Facility.

37
38 2.17 The PARTIES shall minimize utility service interruptions to SCL customers.

39
40 2.18 To the extent necessary, SCL agrees to lead the coordination of the PROJECT with all
41 applicable electrical regulatory agencies.

42
43 **3. RESPONSIBILITIES REGARDING SCL CONFLICTING FACILITIES**

44
45 3.1 The STATE shall identify all Conflicting Facilities.

1
2 3.2 In the event SCL finds additional existing Conflicting Utilities, SCL shall inform the
3 STATE of any additional Conflicting Facilities. In the event that SCL builds new Conflicting
4 Facilities, SCL shall inform the STATE.
5

6 3.3 The STATE is responsible for preparing Conceptual Relocation Plans that documents a
7 feasible and efficient approach to relocating Conflicting Facilities in a manner that
8 accommodates the PROJECT. The STATE's Conceptual Relocation Plans shall include:

9 3.3.1 The STATE's conceptual design of the PROJECT; and

10 3.3.2 Identification of Conflicting Facilities; and

11 3.3.3 The STATE's conceptual design of the Relocation Work that is feasible
12 and efficient, that is in compliance with City Standards, and that
13 demonstrates compatibility with existing infrastructure to remain; and

14 3.3.4 Plan view drawings developed in collaboration with SCL; incorporating
15 SCL comments and input; drafted on roll plots in accordance with
16 AWVSR Program CADD standards presented at an engineering scale of
17 one inch equals 40 feet; showing the existing configuration of Conflicting
18 Facilities, proposed configuration of relocated CITY Infrastructure, and all
19 CITY Facilities; and that confirms no apparent conflicts with other utilities
20 or infrastructure; and

21 3.3.5 Identification of Conflicting Facilities that require multiple relocations in
22 order to accommodate the PROJECT along with the circumstances that
23 creates the need for such multiple relocations; and

24 3.3.6 Potential conflicts, constraints, and deviations from City Standards; and

25 3.3.7 A conceptual-level construction cost estimate of all costs to construct the
26 Relocation Work shown in the Conceptual Relocation Plan. All costs shall
27 be developed on a per-unit cost to install basis for the separate types, sizes
28 and segments of Relocation Work. The costs shall be developed on the
29 basis of typical construction costs in the area; and

30 3.3.8 A conceptual schedule for relocation of Conflicting Facilities. The
31 schedule shall be coordinated with the proposed design and construction
32 schedule for other work within the PROJECT; and

33 3.3.9 A contracting strategy for design and construction of each component of
34 Relocation Work; and

35 3.3.10 In instances where Relocation Work will be performed by the STATE
36 through a Design-Build Contract, the STATE shall confirm and modify as
37 necessary the Conceptual Relocation Plan in a manner consistent with the
38 Design-Builder's conceptual design and coordinated with the Design-
39 Builder's staging plans.
40

41 3.4 The STATE agrees to provide the Conceptual Relocation Plan(s) to SCL in a timely
42 manner that accommodates the PROJECT schedule. SCL agrees to promptly provide either its
43 comments on, or approval of, the Conceptual Relocation Plan(s). SCL's responsibility for the
44 Relocation Work begins when the PARTIES have written mutual agreement in the form of a

1 Task Order or letter of concurrence regarding the scope of Relocation Work and each PARTY's
2 responsibilities, including multiple utility relocation responsibilities.

3
4 3.5 The PARTIES shall use the Conceptual Relocation Plan(s) as the basis for establishing
5 the scope, schedule and estimated cost of design and construction services to be documented in
6 Task Orders under this Agreement

7
8 3.6 In instances where the STATE's revisions to the PROJECT design differ so significantly
9 from the Conceptual Relocation Plan(s) as to render all or portions of SCL's design or
10 construction work obsolete, the STATE shall reimburse SCL for the accrued costs of the
11 obsolete work.

12
13 3.7 The STATE is responsible for avoiding damage to SCL Facilities and remedying any
14 damage that occurs to SCL Facilities, including those installed as part of the PROJECT or
15 PROGRAM.

16
17 **4. STATE RESPONSIBILITIES REGARDING SCL FACILITIES DEFORMATION**
18 **MITIGATION WORK**

19
20 4.1 The STATE will assess potential impacts of Deformation on private property and CITY
21 Facilities including CITY streets, CITY telecommunications facilities and SCL Facilities. Where
22 the CITY has established deformation criteria for its facilities, these criteria will be used.
23 Otherwise, criteria will be derived using accepted engineering practice and shall be mutually
24 agreed upon by the PARTIES.

25
26 4.2 SCL shall review the STATE's estimate of susceptibility or vulnerability of its facilities
27 to Deformation and provide comments. Such comments shall be provided to assist the STATE
28 only, and shall not be interpreted as waiving or limiting in any way the STATE's responsibility
29 for Deformation Mitigation Work or other damages.

30
31 4.3 The STATE, with SCL input, shall develop and implement a plan for Deformation
32 Mitigation Work. SCL's input shall be provided to assist the STATE only, and shall not be
33 interpreted as waiving or limiting in any way the STATE's responsibility for Deformation
34 Mitigation Work or other damages.

35
36 4.4 As a component of the Deformation Mitigation Work, the STATE shall implement a
37 construction monitoring Task Force responsible for the planning and implementation of the
38 instrumentation and monitoring program and processing data, evaluating results, and developing
39 recommendations to mitigate deformation. SCL shall participate on the task force and inform
40 the STATE on feasibility and functionality of the Deformation Mitigation Work on SCL
41 Facilities.

42
43 4.5 SCL shall provide input to the STATE regarding construction monitoring and
44 deformation management activities when these activities pertain to SCL Facilities. SCL shall
45 provide the STATE all necessary access to SCL Facilities for the purposes of design or

1 implementation of mitigation measures. SCL may perform mitigation measures on behalf of the
2 STATE in a manner and schedule that supports the STATE's PROJECT requirements. SCL's
3 input, advice, participation, and access shall be provided to assist the STATE only, and shall not
4 be interpreted as waiving or limiting in any way the STATE's responsibility for Deformation
5 Mitigation or other damages.

6
7 4.6 The STATE is responsible for repairing, replacing or otherwise remedying, loss of
8 function or capacity of SCL Facilities as a consequence of Deformation.

9
10 4.7 The STATE's monitoring program shall measure and document Deformation that occurs
11 between initiation of construction and completion of the monitoring period. In addition to soil
12 monitoring points, the STATE shall include pre- and post-construction survey of accessible
13 portions of electrical facilities where excessive Deformation is anticipated such as Alaskan Way
14 south of Yesler Way and 6th Avenue north of Denny Way.

15 16 **5. DESIGN, PLAN REVIEW, CHANGE MANAGEMENT**

17
18 5.1 Where the STATE is performing the design of SCL Facilities Work, the STATE and SCL
19 shall comply with all provisions outlined in Section 7 and Exhibit B of GCA 6486.

20
21 5.2 In the event the STATE designates as limited access any area in or near the tunnel portals
22 on which a SCL Facility exists or will be relocated, the PARTIES agree to make every effort to
23 develop a design that minimizes the need for regular, on-going maintenance access or avoids
24 placing the SCL Facility within limited access boundaries.

25
26 5.3 The STATE agrees to incorporate qualification criteria mutually agreed upon by the
27 PARTIES for construction contractors in the performance of Specialty Work into the contract
28 bid document. The STATE shall consult with SCL on the contractors and subcontractors bidder
29 qualifications for Specialty Work. SCL shall provide comments to the STATE on known bidder
30 qualifications. The STATE shall not allow unqualified contractors to perform Specialty Work.

31 32 **6. CONSTRUCTION MANAGEMENT, INSPECTION AND CONTRACT** 33 **ADMINISTRATION**

34
35 6.1 The PARTIES shall comply with all provisions contained within Section 14 of GCA
36 6486, regarding Construction Management, Inspection and Contract Administration for the
37 PROJECT, and such provisions shall apply equally to this Agreement.

38
39 6.2 Where SCL staff or crews are performing work requested by the STATE, the STATE
40 shall provide all labor, materials, equipment, and tools required to excavate, provide trench
41 support systems, and handle and dispose of all spoils (including contaminated soils,
42 groundwater, and other debris), and provide a safe workplace for SCL staff per applicable State
43 and Federal laws, and City of Seattle standards, for the SCL Facilities Work in accordance with
44 the Approved Plans and any SCL-approved revisions to the Approved Plans. The STATE will
45 not provide personal protective equipment for SCL staff.

1
2 6.3 The STATE agrees to provide advance notice of service outages needed for construction
3 to schedule crews, notify customers and accommodate other previously scheduled outage
4 requests in accordance with CITY Standards.
5

6 **7. MONITORING AND DEFORMATION MITIGATION**

7
8 7.1 The PARTIES agree to comply with all provisions contained within Section 12 of the
9 GCA 6486, regarding Monitoring and Deformation Mitigation for the PROJECT, and such
10 provisions shall apply equally to this Agreement
11

12 **8. NOTICES AND DESIGNATED REPRESENTATIVES**

13
14 8.1 Any notice required or permitted to be given pursuant to this Agreement shall be in
15 writing and shall be sent postage prepaid by U.S. Mail to the Designated Representatives.
16

17 8.2 The Designated Representatives for each PARTY are as follows:
18

19 STATE:

20 Program Administrator
21 Alaskan Way Viaduct & Seawall Replacement Program
22 Washington State Department of Transportation
23 999 3rd Avenue, Suite 2424
24 Seattle, WA 98104
25

26 SCL:

27 Project Manager, Alaskan Way Viaduct & Seawall Replacement Program
28 Seattle City Light
29 P.O. Box 34018
30 700 Fifth Avenue, Suite 4900
31 Seattle, WA 98124-4018
32

33 **9. FUNDING OF SCL FACILITIES WORK AND TASK ORDERS**

34
35 9.1 The PARTIES agree to comply with all provisions contained within Section 4 of GCA
36 6486, regarding Task Orders, and such provisions shall apply equally to this Agreement.

37 9.2 The STATE shall provide necessary funding for all PROJECT costs without
38 reimbursement from the City of Seattle, except for the City of Seattle cost responsibilities
39 established in this Agreement, in SDOT Agreement GCA 6486, and SPU Agreement UT 01474.
40

41 9.3 Each PARTY shall fund work for which it is responsible pursuant to this Agreement.
42