

Ordinance No. 122688

Council Bill No. 116196

AN ORDINANCE relating to the Alaskan Way Viaduct Electrical Utility Relocation -Phase I Project; authorizing execution of three Memoranda of Agreement between the Washington State Department of Transportation and the City of Seattle; changing and establishing the grades of South Royal Brougham Way between Alaskan Way South and First Avenue South; and creating a new position in Seattle City Light.

CF No. _____

Date Introduced:	4.28.08	
Date 1st Referred:	T Transportation	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: 9-0	
Date Presented to Mayor:	Date Approved: 5.20.08	
Date Returned to City Clerk:	Date Published: 4	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

J. Jan Drago
Councilmember

Committee Action:

Pass & Amended
5-0

J.D., R.M., R.C., B.H., S.G.

5/12/08 PASSED 9-0

This file is complete and ready for presentation to Full Council.

Committee: _____

(Initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 122688

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2 AN ORDINANCE relating to the Alaskan Way Viaduct Electrical Utility Relocation –Phase I
3 Project; authorizing execution of three Memoranda of Agreement between the
4 Washington State Department of Transportation and the City of Seattle; changing and
5 establishing the grades of South Royal Brougham Way between Alaskan Way South and
6 First Avenue South; and creating a new position in Seattle City Light.

7 WHEREAS, the Washington State Department of Transportation (“WSDOT”), in consultation
8 with the City of Seattle (“City”), is planning for the replacement of the Alaskan Way
9 Viaduct (“AWV”) on State Route 99, a non-limited access highway located partially in
10 the City of Seattle; and

11 WHEREAS, WSDOT and the City, in conjunction with the Federal Highway Administration and
12 King County, are working to define a reconfigured and improved State Route 99; and

13 WHEREAS, Seattle City Light (“SCL”) has power distribution lines and high voltage
14 transmission lines (collectively designated as “Utilities”) located on the AWV between
15 South Massachusetts Street and Railroad Way South, and removal of the AWV will
16 require the prior relocation of these Utilities, regardless of whether the AWV is later
17 reconstructed with an elevated structure or replaced with a tunnel or surface option; and

18 WHEREAS, the City and WSDOT agree that WSDOT will perform the design and construction
19 of, and procurement of materials for, the Utilities relocation, subject to the terms and
20 provisions of three Memoranda of Agreement between WSDOT and the City: a
21 Memorandum of Agreement to be executed and managed by the Seattle Department of
22 Transportation (“SDOT”) entitled “SR-99 Alaskan Way Viaduct Property, Environmental
23 Remediation, Permitting, and Construction Coordination Agreement for Electrical Utility
24 Relocation – Phase I” (No. GCA 5680); a Memorandum of Agreement to be executed and
25 managed by SCL entitled “SR-99 Alaskan Way Viaduct Preliminary Engineering, Final
26 Design, Procurement of Materials and Construction for Electrical Utility Relocation –
27 Phase I” (No. UT0 1148); and a Memorandum of Agreement to be executed and managed
28 by Seattle Public Utilities (“SPU”) entitled “SR 99 Alaskan Way Viaduct SPU Facilities
Work – Phase I” (No. UT0 1287); and

WHEREAS, SDOT will coordinate the City’s design review, permitting, environmental
remediation, and construction support and inspection activities; and regulate WSDOT’s
use of City rights-of-way; and

WHEREAS, SCL will provide design review and construction inspection to determine that all
SCL standards and requirements are met prior to placing the new electrical lines into
service; and



1 WHEREAS, relocating SCL's Utilities will require WSDOT to relocate portions of the City's
2 water supply system and drainage and wastewater system operated by SPU, and to protect
other portions of those systems; and

3 WHEREAS, SPU will connect the portions of the water supply system relocated by WSDOT to
4 the existing water system, as well as provide design review and construction inspection to
provide that all SPU standards and requirements are met; and

5 WHEREAS, the Utilities relocation will require a change of grade in the right-of-way of South
6 Royal Brougham Way between Alaskan Way South and First Avenue South; NOW,
7 THEREFORE,

8
9 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

10 Section 1. After SDOT has issued all necessary street use permits for the Alaskan Way
11 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
12 other two Memoranda of Agreement, the Director of Transportation or her designee is hereby
13 authorized to execute, for and on behalf of the City, the Memorandum of Agreement entitled
14 “SR-99 Alaskan Way Viaduct Property, Environmental Remediation, Permitting, and
15 Construction Coordination Agreement for Electrical Utility Relocation – Phase I” (No. GCA
16 5680), between WSDOT and the City, substantially in the form attached hereto as Attachment 1.
17

18 Section 2. After SDOT has issued all necessary street use permits for the Alaskan Way
19 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
20 other two Memoranda of Agreement, the Superintendent of Seattle City Light or his designee is
21 hereby authorized to execute, for and on behalf of the City, the Memorandum of Agreement
22 entitled “SR-99 Alaskan Way Viaduct Preliminary Engineering, Final Design, Procurement of
23 Materials and Construction for Electrical Utility Relocation—Phase 1” (No. UT0 1148), between
24 WSDOT and the City, substantially in the form attached hereto as Attachment 2.
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1 Section 3. After SDOT has issued all necessary street use permits for the Alaskan Way
2 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
3 other two Memoranda of Agreement, the Director of Seattle Public Utilities or his designee is
4 hereby authorized to execute, for and on behalf of the City, the Memorandum of Agreement
5 entitled “SR-99 Alaskan Way Viaduct SPU Facilities Work—Phase I (No. UT0 1287),” between
6 WSDOT and the City, substantially in the form attached hereto as Attachment 3.
7

8 Section 4. To provide for necessary Seattle City Light oversight of the Alaskan Way
9 Viaduct Electrical Utility Relocation –Phase I Project, the following new position is hereby
10 created in Seattle City Light:
11

Budget Control Level	Position Title	FTE	Full or Part-Time
Customer Services and Energy Delivery - CIP	Manager 3	1.0	Full
TOTAL		1.0	

12 The Superintendent of Seattle City Light is authorized to fill this position subject to civil service
13 and personnel rules and laws.
14

15 Section 5. The grades on South Royal Brougham Way between Alaskan Way South and
16 First Avenue South are hereby changed and established at the elevations above the City of Seattle
17 datum point adopted in Ordinance 121291 as depicted in Sheet 3 of Attachment 4 hereto.
18

19 Section 6. Any act taken after passage of this ordinance consistent with the authority
20 and prior to the effective date of this ordinance is hereby ratified and confirmed.
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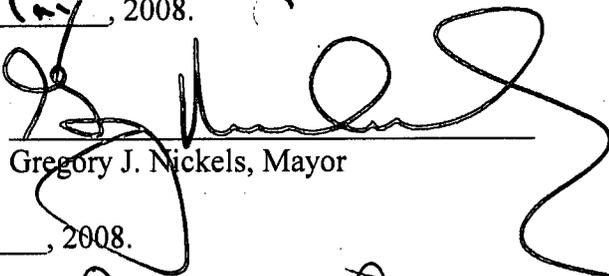


1 Section 7. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 12th day of MAY, 2008, and signed by me in open
5 session in authentication of its passage this 12th day of MAY, 2008.

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9 President _____ of the City Council

10 Approved by me this 20th day of May, 2008.

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12 
13 Gregory J. Nickels, Mayor

14 Filed by me this 20th day of May, 2008.

15
16 
17 City Clerk

18 (Seal)

19
20
21 Attachment 1: MEMORANDUM OF AGREEMENT NO. GCA 5680: SR-99
22 ALASKAN WAY VIADUCT PROPERTY, ENVIRONMENTAL
23 REMEDIATION, PERMITTING, AND CONSTRUCTION
24 COORDINATION AGREEMENT FOR ELECTRICAL UTILITY
RELOCATION - PHASE I

25 Attachment 1, Exhibit A: PHASE I PROPERTY

26 Attachment 1, Exhibit B: SCOPE OF WORK



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- Attachment 1, Exhibit C: PROJECT SCHEDULE
- Attachment 2: MEMORANDUM OF AGREEMENT NO. UT0 1148:
SR-99 ALASKAN WAY VIADUCT PRELIMINARY
ENGINEERING, FINAL DESIGN, PROCUREMENT OF
MATERIALS AND CONSTRUCTION FOR ELECTRICAL
UTILITY RELOCATION – PHASE I
- Attachment 2, Exhibit A: SCOPE OF WORK
- Attachment 3: MEMORANDUM OF AGREEMENT NO. UT0 1287: SR-99
ALASKAN WAY VIADUCT SPU FACILITIES WORK –
PHASE I
- Attachment 3, Exhibit A: SCOPE OF WORK
- Attachment 4: SOUTH ROYAL BROUGHAM WAY ROADWAY
RESTORATION PLANS



MEMORANDUM OF AGREEMENT
NO. GCA 5680
SR-99 ALASKAN WAY VIADUCT
PROPERTY, ENVIRONMENTAL REMEDIATION, PERMITTING, AND
CONSTRUCTION COORDINATION AGREEMENT
FOR ELECTRICAL UTILITY RELOCATION - PHASE I

THIS Property, Environmental Remediation, Permitting and Construction Coordination Agreement, No. GCA 5680 for Electrical Utility Relocation Phase I ("Phase I SDOT MOA") is made and entered into this _____ day of _____, _____, between the State of Washington Department of Transportation, hereinafter the "STATE," and the City of Seattle by and through its Seattle Department of Transportation, hereinafter the "CITY", collectively the "Parties" and individually the "Party."

WHEREAS, the STATE in consultation with the City of Seattle is planning for the replacement of the Alaskan Way Viaduct ("AWV") on State Route 99, a non-limited access highway, located partially in the City of Seattle; and

WHEREAS, in order to provide a transportation facility and seawall with improved earthquake resistance that maintains or improves mobility and accessibility for people and goods, the State and City of Seattle will implement improvement projects that remove the AWV, reconfigure State Route 99 and replace the Seawall. All of these projects are collectively referred to as the PROGRAM. The State and City of Seattle, in conjunction with the Federal Highway Administration (FHWA), and King County, are working to define a reconfigured and improved State Route 99; and

WHEREAS, the Parties are moving forward collaboratively with King County to determine what the solution will be in the Central Waterfront portion of the PROGRAM, but have agreed in general, on the work required at the north and south ends of the PROGRAM. As directed by the Governor and the Mayor of Seattle, the State, in consultation with the City, is preparing to design and construct certain Early Safety and Mobility Projects at the north and south ends. These projects significantly advance the PROGRAM; and

WHEREAS, the AWV structure is aging and was further weakened by the Nisqually Earthquake in 2001, and because of these factors, it is vulnerable to catastrophic damage during another seismic event; and

WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2) self-contained, low pressure oil-filled 115kV transmission cables (collectively, "Utilities") located on the AWV structure and the Utilities are also vulnerable to damage during a seismic event; and

WHEREAS, removal of the AWV structure will require the prior relocation of the



Utilities, regardless of whether the AWW is reconstructed with an elevated structure or replaced with a tunnel or surface option; and

WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle City Light electrical lines off of the AWW. Phase 1 of this Early Safety and Mobility Project is the relocation of electrical lines between South Massachusetts Street and Railroad Way South which is planned to be completed prior to another Early Safety and Mobility Project, the AWW Removal from South Holgate Street to South King Street; and

WHEREAS, the Parties agree that the STATE will perform the design and construction of the Utility relocation, as well as the procurement of any Utilities relocation materials that are required to meet schedule requirements; and

WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31, 2009; and

WHEREAS, concurrently with this Phase I SDOT MOA, the STATE and CITY, through SCL, are entering into a Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation – Phase I (“Phase I SCL MOA”); and

WHEREAS, concurrently with this Phase I SDOT MOA, the STATE and CITY, through its Seattle Public Utilities Department (“SPU”) are entering into a Memorandum of Agreement, No. UT01287, for SPU Facilities Work – Phase I (“Phase I SPU MOA”); and

WHEREAS, the PROJECT will in some instances require the use of existing CITY street right-of-way;

NOW, THEREFORE, pursuant to RCW 47.24.020 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

I. DEFINITIONS

1.1 Approved Plans means the documents and drawings approved by the City of Seattle, through the processes described in Section 7 of the Phase I SCL MOA, Section 4 of the Phase I SPU MOA, and Article VI of this Phase I SDOT MOA, and approved by the City of Seattle through the process for issuance of Street Use Permits described in Article VI of the Phase I SDOT MOA.

1.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access highway, over a portion of a CITY street and located partially in the City of Seattle.

- 1.3 Base Permit Fee means the fee so identified and established for utility system construction in City of Seattle Ordinance Number 122295, as amended.
- 1.4 Business Days, as used in this Phase 1 SDOT MOA, the Phase I SCL MOA and the Phase I SPU MOA means Monday through Friday, inclusive, except for official City of Seattle holidays.
- 1.5 CITY means the City of Seattle, a Washington municipal corporation, acting through SDOT.
- 1.6 City Construction Project Engineer means the person designated by the City of Seattle to act as the City of Seattle's primary representative in matters arising during the course of construction as set forth in this agreement.
- 1.7 CITY Designated Representative means the City of Seattle official listed in Section XVII of this MOA.
- 1.8 City of Seattle means the City of Seattle, a Washington municipal corporation.
- 1.9 City Street Right of Way or City of Seattle Street Right-of-Way means public street right of way under the jurisdiction of the Seattle Department of Transportation pursuant to Title 15 of the Seattle Municipal Code.
- 1.10 Construction Contract Documents means the provisions and documents that evidence the agreement between the STATE and its contractors for construction of the PROJECT.
- 1.11 Contract Award means the STATE's written decision accepting the lowest responsive bid for construction of the PROJECT.
- 1.12 Engineer of Record means the engineer licensed in the State of Washington who has been commissioned by the STATE as the prime engineer of the PROJECT, having overall responsibility for the adequacy of the design and the coordination of the design work of other engineers and whose professional seal is on the Construction Contract Documents.
- 1.13 Environmental Compliance Assurance Procedures means procedures incorporated into the WSDOT *Construction Manual* M41-01 dated January 2008 (Section 1-2.2k(1)) and the WSDOT *Environmental Procedures Manual* M31-11 (Sections 610 and 690) dated September 2007, as modified by the Phase I SDOT MOA, which provide guidance on compliance with Environmental Laws and environmental Remediation. The purpose of the Environmental Compliance Assurance Procedure (ECAP) is to recognize and eliminate environmental violations during the construction phase on WSDOT construction sites, and to ensure prompt notification to WSDOT management and agencies. For purposes of the ECAP, violations are defined as actions that are not in compliance with environmental standards, permits, or laws.



1.14 Environmental Law means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the STATE has knowledge), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

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

1.16 Letter of Acceptance means the written document prepared by the CITY and delivered to the STATE that signifies CITY approval of PROJECT infrastructure built by the STATE's contractor; the issuance and acknowledgment of the instrument effects transfer of infrastructure ownership and obligations for operation and maintenance as agreed by the Parties.

1.17 Letter of Plan Approval means a letter from the CITY that signifies the CITY's approval of the design of the PROJECT. The Letter of Plan Approval also represents CITY LIGHT's approval for CITY LIGHT purposes only, and represents that the STATE has addressed CITY LIGHT's comments to CITY LIGHT's satisfaction. The Letter of Plan Approval also represents SPU's approval for SPU purposes only, and represents that the STATE has addressed SPU's comments to SPU's satisfaction. The Letter of Plan Approval does not authorize construction and does not constitute approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or assurance that the design or plans comply with applicable laws, regulations, ordinances or

codes, nor shall the Letter of Plan Approval be construed to authorize any failure to comply with any of the foregoing.

1.18 MTCA means the Washington Model Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW).

1.19 Notice of Substantial Completion means a written statement by the STATE to its contractor that the PROJECT work has progressed in compliance with the Construction Contract Documents, including the Approved Plans and any approved revisions to those plans to the extent that the STATE has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, or correction or repair remains to physically complete the PROJECT.

1.20 Phase 1 Property means the real property owned by the STATE that will be used for the PROJECT Scope of Work, attached as Exhibit B. The Phase 1 Property is legally described in Exhibit A. This Phase 1 Property was acquired or will be acquired in conjunction with real property acquisition that is required for the PROGRAM

1.21 Phase 1 SCL MOA means the Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation – Phase I between the STATE and City of Seattle acting through SCL.

1.22 Phase 1 SPU MOA means the Memorandum of Agreement, No. UT01287, for SPU Facilities Work – Phase I between the STATE and City of Seattle acting through SPU.

1.23 Plan Review Package means the plans, specifications, necessary supplemental information including but not limited to field reconnaissance studies and calculations, and any corrections previously requested by the City of Seattle to be submitted by the STATE to the City of Seattle for review prior to issuance of a Letter of Plan Approval and of Street Use Permits.

1.24 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT engineering after the Preliminary Engineering, which advances the PROJECT design by preparing contract-ready documents and the engineer’s cost estimate. At this stage the specifications are written and tailored to the plans so that all work can be measured and has a pay item. The cost estimate is formalized using the established specifications, pay items and quantity takeoffs, for 60% through 100% completion of the total design effort.

1.25 Preliminary Engineering means the portion of the PROJECT engineering succeeding conceptual engineering, which advances the PROJECT design to address Type, Size, and Location (“TS&L”) for all components of the PROJECT including the final Utilities relocation. Typically this effort includes work that advances the design from nominally 30% up to nominally 60% of the total design effort.

1.26 PROGRAM means all of the projects, collectively, implemented by the STATE that remove and replace the AWW and the Seawall.

1.27 PROJECT means the construction of new utility facilities, the removal and relocation of certain utilities from the existing AWW to underground locations, modifications to existing substations in order to accommodate the relocation of the network feeders and transmission cables, and Remediation as more particularly described in the "Scope of Work" attached as **Exhibit B**, and incorporated herein by reference.

1.28 PROJECT SCHEDULE means the schedule of design, permitting and construction events presented in **Exhibit C** and agreed to by the Parties, as it may be amended from time to time by agreement of the Parties.

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

1.30 Scope of Work means the work agreed to by the Parties attached to this Phase I SDOT MOA as **Exhibit B**.

1.31 SDOT means the Seattle Department of Transportation.

1.32 SCL means Seattle City Light.

1.33 SPU means Seattle Public Utilities.

1.34 STATE Designated Representative means the State of Washington official listed in Section XVII of this MOA.

1.35 Street Use Permit means written authorization secured by the STATE from the Director of the Seattle Department of Transportation for use of the City Street Right of Way pursuant to Title 15 of the Seattle Municipal Code.

1.36 Submittal Register means a list of all documents or reports that are required by the Construction Contract Documents or applicable law to be provided to or submitted to the STATE, the CITY, SPU and SCL.

1.37 Utilities means the segments of the five (5) 13.8 kV network express feeders and two (2) self-contained, oil-filled 115 kV transmission cables located on the AWW structure between South Massachusetts Street and Railroad Way South that are required to be relocated prior to the removal of the AWW, and all necessary modifications to CITY

LIGHT substations required to accommodate the relocation of the such network feeders and transmission cables.

1.38 Utility Easement means a perpetual easement over STATE acquired real property for the operation, maintenance, repair and replacement of the relocated Utilities.

II. PROPERTY ACQUISITION

2.1 Real Property Acquisition. The STATE is acquiring, at its expense, the Phase 1 Property. The STATE has determined that no other private real property will be necessary for the PROJECT. The STATE shall complete acquisition of the Phase 1 Property prior to Contract Award. The STATE shall consult with the CITY regarding all documents and conditions in connection with the STATE's remaining acquisitions of real property for the PROJECT. For the portions of the Phase 1 Property that will be transferred to the City of Seattle, the STATE has, or will have, acquired these portions in fee simple.

2.2 State Acquisition Obligations. The STATE has, or prior to Contract Award will have, performed all necessary appraisals, appraisal review, title review, property investigation, relocation assistance, environmental due diligence and all other services in connection with acquisition of the Phase 1 Property. All costs associated with the acquisition of the Phase 1 Property shall be the sole responsibility of the STATE.

2.3 The utility facilities will be located in property the STATE has or shall acquire, and the property will be owned in fee simple.

2.4 Environmental Due Diligence. The STATE shall be responsible for identification and investigation of Hazardous Substances on Phase 1 Property following procedures set in the current WSDOT *Environmental Procedures Manual M 31-11* dated September 2007 and WSDOT *Right-of-Way Manual M 26-01* dated October 2006.

III. SEATTLE CITY LIGHT EASEMENT

Within four (4) months of execution of this Phase I SDOT MOA, the STATE shall convey to the City of Seattle the Utility Easement in a form mutually satisfactory to CITY LIGHT and the STATE.

IV. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION

4.1 State Responsibilities. The STATE shall be responsible for identification, investigation and Remediation of Hazardous Substances found within the limits of the PROJECT during its environmental due diligence of the Phase 1 Property and will identify areas of known Hazardous Substances in the PS&E circulated for CITY review



and approval. In addition, the STATE shall be responsible for identification, investigation and Remediation of Hazardous Substances discovered during construction. Provisions for Remediation of known Hazardous Substances, approved Remediation plans, and provisions for Remediation of Hazardous Substances discovered during construction shall be included in the Construction Contract Documents.

4.2 Environmental Remediation will be in accordance with Environmental Law. The STATE will follow the Model Toxics Control Act (MTCA) and associated procedures approved by the Washington State Department of Ecology for Remedial Action and the STATE will undertake Remediation using environmental professional judgment that achieves an overall effectiveness comparable to the substantial equivalent of a Washington State Department of Ecology conducted or supervised Remedial Action appropriate to the specific site conditions and contaminants with no environmental restrictions or covenants unless agreed to by the CITY in writing. The STATE is not obligated to implement the public notification and documentation procedures common to the substantial equivalent of a Washington State Department of Ecology conducted or supervised Remedial Action.

4.3 Under certain circumstances, and in consultation with the CITY, the STATE may conduct additional Remediation of contaminated areas, including contaminated areas outside the limits of the PROJECT. These circumstances may include, but are not limited to:

4.3.01 Instances in which Remediation may be necessary to prevent adverse water quality impacts and/or to comply with other State and Federal permit conditions;

4.3.02 Instances that in the judgment of the STATE Project Engineer require immediate Remediation to protect public health and safety;

4.3.03 Where regulatory agencies with jurisdiction require additional Remediation;

4.3.04 Where additional Remediation is necessary to prevent recontamination of the limits of the PROJECT, address subsurface utility facilities located or planned within or near the limits of the PROJECT or within the Phase 1 Property, or address disturbance or exacerbation of existing contamination; and

4.3.05 Where additional Remediation is necessary to meet mutually acceptable risk management standards in accordance with STATE and CITY protocols.

4.4 All work shall comply with the WSDOT *Environmental Procedures Manual M 31-11* dated September 2007 and WSDOT *Construction Manual M41-01* dated January 2008, Environmental Law, except as modified by this Phase I SDOT MOA.

4.5 The STATE will include the CITY in its Environmental Compliance Assurance Procedures (ECAP) when unanticipated contamination is found within the limits of the PROJECT. Notification procedures will include notifying the CITY orally followed by written notification.

4.6 The STATE's Project Engineer will determine, in consultation with the CITY, Remediation of known and unanticipated Hazardous Substances in the PROJECT. In instances where the CITY disputes the STATE's plan(s) for Remediation in connection with the Phase I Property, the CITY and STATE will resolve the dispute through the dispute resolution process in Article XV of this Phase I SDOT MOA.

4.7 The STATE shall prepare plans in consultation with the CITY for Remediation of known and unanticipated Hazardous Substances in connection with the City Street Right of Way, and shall obtain CITY concurrence prior to implementing Remedial Actions. In instances where the CITY finds the STATE's plans for Remediation unacceptable, the CITY or STATE may request resolution through the dispute resolution process in Article XV of this Phase I SDOT MOA.

4.8 Prior to the start of construction, and after the contractor has been selected, the STATE will initiate and host an environmental preconstruction meeting. The STATE will invite City of Seattle staff, WSDOT staff and the WSDOT contractor to discuss known contamination, environmental procedures, environmental Remediation and permit conditions that apply to the PROJECT.

4.9 The STATE will obtain all required permits and approvals for Remediation.

4.10 Remediation work shall not proceed in areas outside of the limits of the PROJECT unless the STATE has obtained written permission of the property owner and appropriate permits to work on property that is not part of the PROJECT. The STATE shall make reasonable efforts to obtain permission of the property owner. The STATE may utilize the assistance of the State Department of Ecology as provided in the MTCA regulations.

4.11 The STATE shall provide the CITY with copies of environmental close-out reports for Remediation activities.

4.12 All costs associated with testing, handling, storing, removing, transporting, disposing, or treating Hazardous Substances that are excavated in connection with the PROJECT will be paid by the STATE. In addition, STATE shall be responsible for all costs associated with Remediation of any releases that are caused or exacerbated by its own employees or contractors. The STATE shall be identified as the generator for these Hazardous Substances.

4.13 The CITY will provide to the STATE all records regarding any known areas where Hazardous Substances may be located within the limits of the PROJECT, including but not limited to Phase I and Phase II investigation reports for properties located in the PROJECT. The reports shall be provided for the STATE's information only, shall not be relied upon by the STATE, and the CITY's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

4.14 The STATE will provide to the CITY all records regarding any known areas where Hazardous Substances may be located within the limits of the PROJECT, including but not limited to Phase I and Phase II investigation reports for the Phase 1 Property. In addition, the STATE will notify and provide information regarding any contamination encountered during construction. Reports provided by the STATE are for information only, and shall not be relied upon by the CITY, and the STATE's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

V. RIGHT-OF-WAY USE

5.1 The STATE's use of City of Seattle Street Right-of-Way shall comply with the Seattle Municipal Code and all other applicable laws.

5.2 The STATE shall apply for and obtain all necessary federal, state and City of Seattle-issued permits and approvals prior to commencing work on the PROJECT, including but not limited to all permits, approvals or permission for exploratory investigations, testing, site preparations, demolition, construction and construction staging.

5.3 The STATE acknowledges the right of the City of Seattle to exercise its police power pursuant to general law and applicable statutes for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this Phase I SDOT MOA shall be construed as waiving the City of Seattle's rights to exercise its police power or to preclude exercising such regulatory power in connection with this PROJECT.

VI. DESIGN, PLAN REVIEW & PERMITS

Design & Design Documents

6.1 This Phase I SDOT MOA addresses the design and plan review process for Seattle Department of Transportation, Seattle Public Utilities and Seattle City Light and the process for issuance of Street Use Permits of the Seattle Department of Transportation; it does not address plan review or permits issued by other departments of the City of Seattle.

6.2 The Parties agree to work cooperatively with each other and in good faith to endeavor to timely and expeditiously complete the PROJECT design in accordance with the PROJECT SCHEDULE. The STATE will take the lead in coordinating regular communications and meetings between the CITY and the STATE in this endeavor.

6.3 The CITY shall not give direction to the STATE's consultants or contractors, except 1) where authorized to do so by the STATE's Designated Representative; 2) for regulatory permitting and inspections made pursuant to permits issued by the City of

Seattle other than the Street Use Permits, e.g., electrical permits or other permits obtained from the City of Seattle by the consultant or contractor; and 3) for the Street Use Permits, if necessary because of a threat to health or safety. The STATE will manage any requests from the CITY that have contractual or scope of work impacts and will coordinate responses with its consultants or contractors.

6.4 The STATE agrees to work in collaboration with SDOT, SCL and SPU staff and shall submit the Preliminary Engineering; Plans, Specifications and Estimate (PS&E) and Construction Contract Documents to the City of Seattle for review pursuant to the procedures outlined in this Phase I SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.

6.5 The STATE agrees to seek input from the CITY in the early stages of Preliminary Engineering, preparation of PS&E, and throughout the PROJECT design and permitting process.

6.6 The design and construction of City of Seattle infrastructure shall conform to all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise established in this Phase I SDOT MOA:

6.6.1. The Seattle Municipal Code

6.6.2. The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition.

6.6.3. City of Seattle Standard Plans for Municipal Construction, 2008 edition.

6.6.4. SDOT, SCL, DPD and SPU Director's Rules

6.7 The STATE agrees to submit contract specifications for the PROJECT in a format developed to conform to Federal, State and City of Seattle standards, as these specifications will be used for the STATE construction contract bid package.

6.8 The STATE's plans (contract drawings) for the PROJECT shall be drafted to a drafting standard that has been developed to conform to Federal, State and City of Seattle standards, as these plans will be used for both the STATE Construction Contract Documents and the City of Seattle's plan approval, permitting, and archival process. The PROJECT drafting standard shall reflect, both graphically and digitally, the City of Seattle computer aided drafting (CADD) standards for all City of Seattle infrastructure to be constructed as part of the PROJECT.

6.9 The Parties agree that the Approved Plans shall be stamped by the STATE's consultant as Engineer of Record. The STATE is responsible for ensuring that permit applications and plans meet City of Seattle regulatory standards.



Plan Review & Permits

6.10 The STATE has applied for the Street Use Permits necessary to construct those portions of the PROJECT to be built within existing City of Seattle Street Right-of-Way. The CITY agrees to assist the STATE to obtain the Street Use Permits in an efficient and expeditious manner, and agrees to implement a coordinated plan review and process for issuance of Street Use Permits, as described in this Article.

6.11 The Parties agree that the requirements of and conditions applicable to the Street Use Permits issued for City of Seattle Street Right-of-Way in connection with the PROJECT will also apply to all portions of the Phase 1 Property used for the PROJECT, and those requirements and conditions are incorporated by reference. The STATE agrees to abide by and comply with all such requirements and conditions and to include all such requirements and conditions in its contracts with contractors.

6.12 It is the STATE's opinion that City of Seattle land use permits are not required for the PROJECT. The City of Seattle disagrees with the STATE's opinion. However, for this PROJECT, the City of Seattle will not require the STATE to obtain City of Seattle land use permits for the PROJECT. The STATE or its contractors may need to obtain other City of Seattle permits for the PROJECT, such as demolition or side sewer permits issued by the Seattle Department of Planning and Development. Except for the Street Use Permits, the STATE or its contractors shall pay the standard permit review and issuance fees for all permits obtained from the City of Seattle, in accordance with applicable adopted fee ordinances and schedules. For Street Use Permits, the STATE shall pay a Base Permit Fee.

6.13 The CITY shall organize an interdepartmental City of Seattle team to provide information to the STATE to facilitate preparation of complete Street Use Permit application packages and to provide the coordinated plan review process outlined in this Article.

6.14 SDOT shall coordinate review of the Street Use Permit applications for the PROJECT through the appropriate City of Seattle departments, after a complete Street Use Permit application package has been submitted to the CITY. The CITY shall also provide a project manager, who will coordinate plan and Street Use Permit application reviews and coordinate issuance of Street Use Permits, including coordinating preapplication reviews, receiving and distributing materials among City of Seattle reviewers, collating and tracking review comments, and resolving conflicting comments or requirements.

6.15 The STATE shall submit to the CITY clear and complete plans, specifications, and the necessary supplemental information such as field reconnaissance studies and calculations. The STATE shall prepare and timely submit plans to the CITY and provide corrections and additional information as requested by the CITY in a manner that will allow City of Seattle departments sufficient time to review the applications and plans. As the remaining submittals for the PROJECT are limited to the 90% and the 100% plan



reviews, the CITY agrees to twenty-five (25) Business Days for review of the 90% submittal and fifteen (15) Business Days for the 100% submittal. However, the number of Business Days for review will increase if multiple submittals are received by the City of Seattle per the table below.

Submittal Phase	Number of Business Days per Number of Plan Review Packages Under Review		
	One	Two	Three
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

6.16 The City of Seattle review period begins with the receipt by the CITY of the 90% Plan Review Package and for the 100% Plan Review Package, with receipt by the CITY of the 100% Plan Review Package and ends when the City of Seattle's final comment document is submitted to the STATE electronically in a Microsoft Excel document format.

6.17 The STATE shall hand deliver the 90% and 100% Plan Review Package to the CITY's Designated Representative or other official designated by the CITY for review and comment. For purposes of this Article VI, the Plan Review Package includes the plans, specifications, necessary supplemental information such as field reconnaissance studies and calculations, and corrections previously requested by the CITY. The STATE shall submit to the City of Seattle 35 half-scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-scale (11 inch by 17 inch) copies of the 100% Plan Review Package.

6.18 The STATE agrees to establish and provide to the CITY a target schedule for the STATE's submittal to the CITY of the Plan Review Package as soon as such schedule is available. The STATE shall notify the CITY of any proposed schedule modifications. If the STATE determines that it cannot meet the anticipated dates, the STATE shall provide to the CITY's Designated Representative a revised submittal schedule as soon as possible after delay is known or anticipated.

6.19 The STATE shall notify the CITY's Designated Representative fifteen (15) Business Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review Package will be transmitted as scheduled or to establish a deferred date so that CITY staff can be appropriately scheduled for the 90% review.

6.20 The CITY's Designated Representative will work with the City of Seattle departments to identify deficiencies in the STATE's 90% Plan Review Package. City of Seattle reviewers will describe the deficiencies in writing in sufficient detail to enable the STATE to revise the plans in a manner that brings them into compliance with City of Seattle requirements. All comments from City of Seattle reviewers will be incorporated into one Microsoft Excel document. The CITY's Designated Representative, or other



official designated by the CITY, will reconcile and resolve conflicting comments from the City of Seattle reviewers prior to submitting formal comments to the STATE within the agreed timeframe.

6.21 The STATE shall provide a written response to the CITY for every written comment submitted by the City of Seattle.

6.22 The STATE shall work with CITY staff to resolve all issues and address every City of Seattle comment on the 90% Plan Review Package through one-on-one meetings with CITY staff and additional plan sheet revisions. If such meetings and revisions do not resolve all City of Seattle issues within 30 calendar days, the remaining issues will be considered a dispute and resolved in accordance with Article XV – Dispute Resolution.

6.23 Both the CITY and STATE shall work collaboratively to resolve issues in a timely manner prior to the STATE delivering the 100% Plan Review Package to the CITY for approval. Once the STATE has demonstrated that all the City of Seattle's 90% Plan Review Package review comments have been addressed to the CITY's satisfaction, the CITY shall provide the STATE with a written request to submit the 100% Plan Review Package for final review and plan approval.

6.24 The CITY will coordinate a final check of the 100% Plan Review Package to confirm that the 100% Plan Review Package adequately addresses the City of Seattle comments and complies with CITY technical and street use regulatory requirements. Upon such confirmation, the CITY will issue to the STATE a Letter of Plan Approval signifying the City of Seattle's approval of the design. Said Letter of Plan Approval does not authorize construction, does not constitute approval of the City of Seattle in any regulatory capacity, and is not an assurance that the plans comply with applicable laws, regulations, ordinances or codes. Nor shall the Letter of Plan Approval be construed to authorize any failure to comply with any of the foregoing.

6.25 After the Letter of Plan Approval has been issued, and after the STATE has fulfilled the requirements for Street Use Permits issuance of this Phase I SDOT MOA and the minimum requirements of the Seattle Municipal Code Title 15 for the issuance of a Street Use Permit, SDOT will, within five Business Days, issue to the STATE Street Use Permits authorizing construction of the PROJECT.

6.26 The STATE shall make or implement no revisions or deviations from the Approved Plans without first obtaining the review and concurrence of the CITY.

VII. PROJECT FUNDING

7.1 The STATE shall provide necessary funding for all PROJECT costs without reimbursement from the City of Seattle except for the City of Seattle cost responsibilities established in this Phase I SDOT MOA, the Phase 1 SCL MOA, and the Phase 1 SPU MOA.



7.2 The CITY will be responsible for any and all SDOT staff and SDOT consultant costs associated with plan review, issuance of Street Use permits, inspection and administration of the PROJECT, including administrative overhead.

VIII. CONSTRUCTION MANAGEMENT, INSPECTION & CONTRACT ADMINISTRATION

8.1 The STATE will advertise the PROJECT for construction bids in accordance with the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and the STATE's Construction Contract Documents, both as amended.

8.2 The STATE shall act as the sole authority in the administration of the PROJECT construction contract. The STATE will designate a STATE Project Engineer to administer and manage the construction contract for the PROJECT to ensure work is constructed in accordance with the Approved Plans, the terms and conditions of the Street Use Permits, and contract provisions. The STATE may utilize a consultant(s) in providing some or all of these services.

8.3 The STATE shall allow the CITY to consult with and make inquiries of the STATE Project Engineer, attend all meetings, and have access to all documentation as to all matters concerning the PROJECT. The CITY shall not provide direction, directly or indirectly, to the STATE's consultant(s) or contractor except as provided in Section 6.3. Except as provided in Section 6.3, the CITY shall direct all communications to the STATE's Project Engineer, including communications regarding compliance with Street Use Permits, quality of construction and contractor performance.

8.4 The CITY will provide qualified staff and consultants during construction. CITY staff and consultants will assist the STATE Project Engineer in evaluating the quality of City of Seattle infrastructure being built by the STATE's contractor, and will immediately notify the Project Engineer of any compliance issues.

8.5 The CITY will provide a City Construction Project Engineer tasked to: (1) coordinate the use of City of Seattle inspectors, crews and consultants, (2) collaborate with the STATE Project Engineer regarding regulatory compliance, changes in design, the City of Seattle's participation in reviewing contractor submittals, and the use of City of Seattle resources, (3) coordinate the final inspection and acceptance of City of Seattle infrastructure with representatives from City of Seattle departments, and (4) report on construction progress and issues to City of Seattle department managers.

8.6 The CITY will observe testing and provide a written evaluation to the STATE regarding whether the materials or facilities tested meet with the requirements of the Approved Plans and Construction Contract Documents. The STATE shall endeavor to provide five (5) Business Days notice of all testing required by the Construction Contract Documents and the CITY will be provided a copy of certified test reports. Testing and



inspection of City of Seattle infrastructure shall conform to the requirements of the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition.

8.7 The STATE shall prepare the final construction documentation in general conformance with WSDOT's *Construction Manual*, WSDOT manual M4-01, dated January 2008. The STATE will maintain one set of Approved Plans as the official "as-built" set, then make notations in either red ink or red pencil of all plan revisions typically recorded per standard STATE practices, as directed by WSDOT's *Construction Manual*, WSDOT manual M4-01, dated January 2008, and approved by the CITY. The STATE shall submit one reproducible set of as-built plans and digital as-built plans to the CITY within 90 calendar days of the Parties executing the Letter of Acceptance provided for in Article IX. The digital as-built plans shall comply with the PROJECT drafting standard established in this Phase 1 SDOT MOA.

8.8 The CITY shall provide for Street Use Permit inspections.

8.9 The STATE's Construction Contract Documents shall require the contractor to prepare and submit a Submittal Register for review and approval by the STATE, SPU, SCL and the CITY by the date required by the Construction Contract Documents. The STATE, SPU, SCL and the CITY shall jointly prepare an agency draft of the Submittal Register prior to Contract Award. This agency draft shall be used to assist in determining if the contractor's Submittal Register is complete.

8.10 All documents to be submitted to the City of Seattle for review as designated in the approved Submittal Register will be reviewed and approved or rejected within 30 calendar days of receipt by the CITY. If the City of Seattle does not respond within 30 calendar days of receipt of the submittal, the STATE's Project Engineer will approve or reject the submittal and the Project Engineer's decision will not be grounds for rejecting work approved by the Project Engineer in the submittal.

8.11 The STATE's Project Engineer will review and approve or reject all submittals not requiring SPU, SCL or the CITY approval.

8.12 Any and all services provided by the City of Seattle shall be subject to all limitations on the City of Seattle's liability contained in this Phase I SDOT MOA, including, but not limited to, those contained in Article XI, Risk Allocation.

IX. FINAL INSPECTION AND PROJECT ACCEPTANCE

9.1 Throughout construction of the PROJECT, CITY staff and consultants shall assist the STATE Project Engineer in evaluating the quality of City of Seattle infrastructure built by the STATE's contractor. The STATE shall notify the CITY upon completion of the PROJECT work and shall invite the CITY to participate in a joint pre-final inspection of the completed work. The CITY shall inspect the completed PROJECT work, and shall

exercise its right to approve or reject construction or materials which are deficient, or which deviate from the Construction Contract Documents, Approved Plans, or any approved revisions to the Approved Plans. The CITY shall submit a written response within ten (10) Business Days of the date of the pre-final inspection, notifying the STATE of the City of Seattle's willingness to accept the completed PROJECT work, or rejecting the completed PROJECT work. In the event that the completed PROJECT work is rejected, such response shall include written notice of any known deficiencies in said work.

9.2 The STATE shall timely address each deficiency identified by the CITY during the pre-final inspection and will address all deficiencies to the CITY's satisfaction. The CITY shall assist the STATE Project Engineer in determining appropriate remedies for each deficiency. Both Parties agree to act as expeditiously as possible to assure a timely resolution of deficiencies.

9.3 Once the STATE's Project Engineer determines that the STATE has remedied all deficiencies identified by the CITY during the pre-final inspection, the Project Engineer will invite the CITY to participate in a joint final inspection of the completed work. The CITY shall submit a written response within ten (10) Business Days of the date of the final inspection. Said written response shall either notify the STATE of the CITY's willingness to accept the completed PROJECT work, or notify the STATE of any remaining deficiencies in said work.

9.4 The CITY agrees, upon satisfactory completion of the PROJECT, receipt of the STATE's Notice of Substantial Completion to the STATE's contractor, and CITY LIGHT successfully energizing the relocated Utilities as mutually agreed upon by the Parties pursuant to this Article, to deliver a Letter of Acceptance, subject to any contractor claims caused by the negligent acts or omissions of the STATE in administering the PROJECT. The Letter of Acceptance shall signify the CITY accepting infrastructure built by the STATE's contractor for ownership, operation and maintenance, and shall signify the STATE's transfer of infrastructure ownership to the CITY. The Letter of Acceptance shall be jointly executed by the Parties. The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.

9.5 The CITY may withhold acceptance of infrastructure built by the STATE's contractor by submitting a written notification to the STATE within 30 calendar days following the date of the final inspection of the PROJECT. This notification shall include detailed reason(s) for withholding acceptance.

9.6 In instances where CITY infrastructure built by WSDOT's contractor must be placed into use and operation prior to PROJECT Acceptance, and after the CITY has determined that this infrastructure meets with the minimum inspection and testing requirements necessary for placing the infrastructure into use, the CITY will notify the STATE that it is assuming interim use and operation until the STATE completes the PROJECT and the CITY accepts the infrastructure.



9.7 The Parties may mutually agree to perform the pre-final inspection and final inspection procedures of this Article and the CITY may issue a Letter of Acceptance for portions of the PROJECT. A Letter of Acceptance shall only be issued for geographic areas in which the STATE has completed all PROJECT work.

X. PUBLIC OUTREACH

The STATE agrees to lead and manage the public outreach effort for the PROJECT. In recognition of the CITY's experience in working with the Seattle community, the STATE will solicit and accept CITY input and work with the CITY in all public outreach activities. The State will not publicly distribute outreach information, planning materials and documents without first obtaining the City's review and approval. However, the STATE shall be free to comply with any public records request received under chapter 42.56 RCW for such materials, provided that prior to releasing any sensitive or confidential material, the STATE shall first provide written notice to the CITY in accordance with Article XX of this Phase 1 SDOT MOA.

XI. RISK ALLOCATION

11.1 Limits of Liability.

11.1.1 No CITY Liability for Assistance, Inspection, Review, or Approvals. The review or approval of any of the STATE's project plans or specifications, or the inspection of the STATE's work, or any assistance provided to the STATE by the CITY is for the CITY's sole benefit and shall not constitute an opinion or representation by the CITY as to any compliance with any law, ordinance, rule, or regulation or any adequacy for other than the CITY's own purposes; and such assistance, inspection, review or approval shall not create or form the basis of any liability on the part of the CITY or any of its officials, officers, employees, or agents for any injury, damage, or other liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection, review, or approval shall not relieve the STATE of any of its obligations under this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA or other applicable law.

11.1.2 No CITY Liability for Delay, Consequential, or Liquidated Damages. The CITY shall not be liable in damages for any failure to act within any time limits established by law or for any other delay in issuing permits, other approvals, or concurrences to the STATE or the STATE's contractors, nor shall the CITY have any liability for consequential or liquidated damages, and, to the maximum extent allowed by law, the STATE shall protect, defend, indemnify, and save harmless the CITY, and its officials, officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind caused by, resulting from, relating to, or connected to delays in issuing permits, other approvals, or concurrences.

11.1.3 No CITY Liability for Third Party Claims of Diminution in Value of Property. The CITY shall not be liable in damages for any third party claims alleging diminution in value of property, including, but not limited to, claims of elimination or impairment of rights to light and air and quiet enjoyment, or alleging a taking of property rights, nor shall the CITY have any liability for related consequential or liquidated damages, and, to the maximum extent allowed by law, the STATE shall protect, defend, indemnify, and save harmless the CITY, and its officials, officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind caused by, resulting from, relating to, or connected to the third party claims of diminution in value of property arising out of the PROJECT.

11.1.4 STATE Contractor's Bonds. The STATE shall require its construction contractors to provide performance bonds to the STATE and to maintain those bonds at all times pertinent to the respective contractor's obligations under their contracts. The penal sums of those bonds shall be commercially reasonable and consistent with the limits set for similar projects. Such bonds shall be executed by an approved Surety that is registered with the Washington State Insurance Commissioner, and that appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and that shall be conditioned upon the faithful performance of the Contract by the Contractor. The STATE shall ensure faithful completion of the PROJECT by use of the STATE's contractor bonds or other means, and in the event of any claim for payment is presented to the CITY for any PROJECT work, the STATE upon timely notice and investigation, resulting in STATE responsibility under the Phase 1 SDOT MOA, the Phase 1 SCL MOA or the Phase 1 SPU MOA, shall promptly pay such claim.

11.2 General Indemnification.

11.2.1 Indemnity. To the extent permitted by law, the STATE shall protect, defend, indemnify, and save harmless the City of Seattle and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of the STATE or the STATE's contractors, consultants, or agents including any and all claims and litigation arising out of, or resulting from, any state or federal environmental review process in any way relating to the PROJECT. The STATE's obligations under this paragraph also extend to claims asserted by third parties against the City of Seattle arising out of, or in any way resulting from, any state or federal environmental review process in any way related to the PROJECT or the PROGRAM, and all of the foregoing protection, defense, indemnity and hold harmless obligations shall extend to claims asserted by STATE agencies other than the Washington State Department of Transportation. The STATE further agrees that the City of Seattle shall have no liability to the STATE, which in any way arises out of the City of Seattle's decision making processes in agreeing to go forward with the early utility relocations. The STATE shall not be required to indemnify, defend, or save harmless the City of Seattle if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the City of Seattle. Where

such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the STATE's own negligence. In the event of any claims, demands, actions, or lawsuits, the STATE upon notice from the City of Seattle, shall assume all costs of defense thereof, including legal fees incurred by the City of Seattle, and of all resulting judgments that may be obtained against the City of Seattle, to the extent of the STATE's liability. In the event that the City of Seattle incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA, all such fees, costs, and expenses shall be recoverable by the City of Seattle. Environmental protection and indemnification, as provided elsewhere in this Phase I SDOT MOA, shall be in addition to the foregoing general indemnification.

11.2.2 Indemnity. To the extent permitted by law, the City of Seattle shall protect, defend, indemnify, and save harmless the STATE and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of the City of Seattle or the City of Seattle's contractors, consultants, or agents. The City of Seattle shall not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the City of Seattle's own negligence. In the event of any claims, demands, actions, or lawsuits, the City of Seattle upon notice from the STATE, shall assume all costs of defense thereof, including legal fees incurred by the STATE, and of all resulting judgments that may be obtained against the STATE, to the extent of the City of Seattle's liability. In the event that the STATE incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA, all such fees, costs, and expenses shall be recoverable by the STATE.

11.2.3 Title 51 RCW. Solely with respect to claims for indemnification under this Phase I SDOT MOA, including environmental indemnification, the STATE and the City of Seattle waive, as to each other only, and expressly not for the benefit of their employees or third parties, their immunity under Title 51 RCW, the Industrial Insurance Act, and acknowledge that this waiver has been mutually negotiated by the Parties. The STATE and the City of Seattle agree that their respective indemnity obligations extend to any claim, demand, or cause of action brought by, or on behalf of, any of their respective employees or agents. The STATE agrees that in the event that any employee or agent of the STATE's contractors, subcontractors, consultants, or agents asserts a claim against the City of Seattle, the STATE waives any right it may have to assert its Title 51 immunity as a defense against a City of Seattle claim to the STATE that otherwise would be covered by the STATE's indemnity obligations to the City of Seattle.

11.2.4 Survival of Indemnification Obligations. Any liability of the STATE or the City of Seattle arising under any indemnity provision of this Phase I SDOT MOA

shall survive termination of this Phase I SDOT MOA, whether or not any claim giving rise to such liability shall have accrued.

XII. INSURANCE

12.1 The STATE shall require in writing that the STATE's contractors and each of their sub-contractors of any tier include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for general liability, automobile liability and (if required) pollution liability as established in the Construction Contract Documents, including products and completed operations coverage following the completion of each project.

12.2 The STATE's contractors and subcontractors of any tier shall cause certification of insurance meeting the requirements herein to be issued to "The City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669." Such certification shall not be mailed, but shall be delivered electronically to fax number (206) 470-1270 or as an email attachment to riskmanagement@seattle.gov .

XIII. THIRD PARTY BENEFICIARY

13.1 The STATE shall require the STATE's contractors, consultants, and designers and each of their subcontractors to perform the STATE's work contemplated by the Phase I SCL MOA, the Phase I SPU MOA and this Phase I SDOT MOA at no cost to the City of Seattle; and because a portion of the PROJECT will be conducted on City of Seattle street right-of-way and on or for the benefit of City of Seattle infrastructure, the contracts between the STATE and its contractors, consultants, and designers will include the following:

13.2 With respect to any and all of the City of Seattle's interests, including, but not limited to, excavation, restoration and traffic control responsibilities of the STATE, the STATE and the contractor acknowledge that the City of Seattle is an intended third party beneficiary and agree to include the City of Seattle as a third party beneficiary of the STATE's contracts and will accordingly include the City of Seattle in the indemnification, and insurance provisions contained in the STATE's contracts. The STATE and CITY do not intend that this paragraph be interpreted to create any obligation, liability, or benefit to any third party, other than the STATE and the City of Seattle for purposes of design and construction of the PROJECT as described in the Phase I SCL MOA, the Phase I SPU MOA and this Phase I SDOT MOA.

XIV. LIENS

14.1 In the event that the Utility Easement becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to, or through, the STATE, the STATE shall cause such lien, claim, or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other appropriate means) prior to transfer of the Utility Easement, through a conveyance instrument to the City of Seattle, without cost to the City of Seattle, and shall indemnify



the City of Seattle against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim, lien, or encumbrance.

14.2 In the event that any City of Seattle-owned property or the Utility Easement becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to, or through, the STATE that the STATE does not contest in good faith, the STATE shall cause such lien, claim, or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other appropriate means), without cost to the City of Seattle, and shall indemnify the City of Seattle against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim, lien, or encumbrance prior to completion of the PROJECT.

XV. DISPUTE RESOLUTION

15.1 The CITY and the STATE shall make good faith efforts to resolve any dispute arising under or in connection with this Phase I SDOT MOA. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of the Phase I SDOT MOA, the Phase I SCL MOA and the Phase I SPU MOA. Disputes arising out of the City's regulatory decisions shall be decided in accordance with the appeal or enforcement procedures applicable to the respective regulatory decisions. In the event that the Parties cannot resolve a disagreement arising under or in connection with the Phase I MOA's, the Parties shall follow the dispute resolution steps set forth below.

15.2 Notice. A Party's Designated Representative, as defined in the Phase 1 SDOT MOA, shall notify the other Party's Dispute Resolution Representative in writing of any problem or dispute that a Party believes needs resolution. The written notice shall include (a) a description of the issue to be resolved; (b) a description of the differences between the Parties on the issue; and (c) a summary of any steps taken to resolve the issue. If the City's Designated Representative notifies the State of a problem or dispute to be resolved using this process, the City's Designated Representative shall send a copy of the written notification to the City's Dispute Resolution Representative under this Agreement.

15.3 Dispute Resolution Representatives.

15.3.1 The Dispute Resolution Representatives for the Parties are as follows:

For the STATE: WSDOT Project Engineer Utilities (Mark Anderson),
Alaskan Way Viaduct & Seawall Replacement Program
Washington State Department of Transportation
999 3rd Avenue, Suite 2424
Seattle, WA 98104

For the CITY : City Dispute Resolution Representative:
SDOT Utilities Project Manager (John Baggs)

P.O. Box 34996
700 Fifth Avenue, Suite 3800
Seattle, WA 98124-4996

Seattle Light Dispute Resolution Representative:
SCL AWV Project Manager (Jodi Rian)
P.O. Box 34023
700 Fifth Avenue, Suite 3200
Seattle, WA 98124-4023

Seattle Public Utilities Dispute Resolution
Representative:
SPU AWV Project Manager (Gavin Patterson)
P.O. Box 34018
700 Fifth Avenue, Suite 4900
Seattle, WA 98124-4018

15.3.2 Whenever the City's Dispute Resolution Representative receives a written notice requesting dispute resolution from the State or a copy of a notice requesting dispute resolution from the City's Designated Representative, either at this step or at the next step in the process, the City's Dispute Resolution Representative shall forward copies of the notice to the Dispute Resolution Representatives for City Light and Seattle Public Utilities. Upon receipt of the notice, the Dispute Resolution Representative for City Light and the Dispute Resolution Representative for Seattle Public Utilities shall each determine whether the dispute involves or affects the interests of their respective utility under this Agreement, the Phase 1 SCL MOA or the Phase 1 SPU MOA. They shall then notify the City's Dispute Resolution Representative and advise whether they want to participate in the dispute resolution process at whatever level the process is. If a Dispute Resolution Representative for City Light or Seattle Public Utilities requests participation in the dispute resolution process, the Dispute Resolution Representative who made such request, (or if at a subsequent level in this process, the participants in the Second Level Meeting or the Third Level Meeting) shall be included in the meetings or discussions to resolve the dispute.

15.4 Meeting. Upon receipt of a written notice of request for dispute resolution, the Dispute Resolution Representatives for the Parties shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.5 If the Parties have not resolved the dispute within five (5) Business Days after the meeting, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Dispute Resolution Representative in writing, requesting that the dispute be raised to the Second Level Meeting. The written notification shall include a) a description of the remaining issues to be resolved; b) a description of the differences between the Parties on the issues, c) a summary of the steps



already taken to resolve the issues, and d) the resolution of any issues that were initially involved in the dispute.

15.6 Second Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within ten (10) Business Days between the Project Director of WSDOT, the Deputy Director of SDOT, and if requested by the Dispute Resolution Representatives for Seattle City Light or Seattle Public Utilities, with the Customer Service and Energy Delivery Officer of Seattle City Light and the Director of SPU Major Interagency Projects Division to resolve the dispute. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.7 If the Parties have not resolved the dispute within five (5) Business Days after the Second Level Meeting, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Dispute Resolution Representative in writing, requesting that the dispute be raised to the Third Level Meeting. The written notification shall include a) a description of the remaining issues to be resolved; b) a description of the differences between the Parties on the issues, c) a summary of the steps already taken to resolve the issue, and d) the resolution of any issues that were initially involved in the dispute.

15.8 Third Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within ten (10) Business Days between the Deputy Regional Administrator for WSDOT Urban Corridors Office, the Director of SDOT, and if requested by the Dispute Resolution Representative for Seattle City Light or Seattle Public Utilities, with the Superintendent of Seattle City Light and the Director of Seattle Public Utilities. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.9 If the Parties have not resolved the dispute within 5 Business Days after the third level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this Section.

15.10 A Party's request to utilize this Dispute Resolution Process is not evidence that either Party is in breach of a Phase I MOA, and does not relieve any Party from complying with its obligations under the Phase I MOA.

XVI. REMEDIES; ENFORCEMENT

Subject to the Dispute Resolution provisions herein, both parties shall have, in addition to any remedies available at law or equity, the right to demand specific performance of this Phase I SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.

XVII. DESIGNATED REPRESENTATIVES

The Designated Representatives for each Party are as follows:

STATE:

Project Engineer, Utilities
Alaskan Way Viaduct & Seawall Replacement Program
Washington State Department of Transportation
999 3rd Avenue, Suite 2424
Seattle, WA 98104

CITY:

SDOT Major Projects AWV Project Manager
Seattle Department of Transportation
P.O. Box 34996
700 Fifth Avenue, Suite 3800
Seattle, WA 98124-4996

XVIII. NOTICE

Except as provided for the Dispute Resolution Process in Article XV above, all notices, demands, requests, consents and approvals that may or are required to be given by either Party to the other Party shall be in writing and shall be deemed to have been duly given (i) upon actual receipt or refusal to accept delivery if delivered personally to the Designated Representative, (ii) upon actual receipt or refusal to accept delivery if sent by a nationally recognized overnight delivery service to the Designated Representative, or (iii) upon actual receipt if electronically transmitted to the Designated Representative with confirmation sent by another method specified in this Article XVIII. Notice of a change of Designated Representative or the address for the Designated Representative shall be given as provided in this Article.

XIX. TERM; TERMINATION

19.1 Term. This Phase I SDOT MOA shall be effective as of the date the last Party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until final completion of all Parties' obligations contained or referred to in this Phase I SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.



19.2 Termination for Public Convenience. The STATE may terminate this MOA in whole, or in part, whenever:

- a. The requisite federal funding or state funding becomes unavailable through failure of appropriation or otherwise.
- b. STATE is prevented from proceeding with the PROJECT as a direct result of an Executive Order of the President of the United States or an Executive Order of the Governor of the State of Washington.
- c. STATE is prevented from proceeding with the PROJECT by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction.
- d. STATE determines that such termination is in the best interests of the State of Washington.

19.2.1 Termination of this Phase I SDOT MOA shall not relieve the Parties of any obligations that are unsatisfied at the time of termination, nor shall it relieve the Parties of any obligations that are intended to survive termination of the Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA. Further, the Parties agree that, in the event the STATE exercises its right to terminate pursuant to this Article, then the STATE, at its cost and expense, shall modify the Scope of Work, in consultation with the CITY, to provide for the continued service, operation, and maintenance of: (a) SCL Utilities; (b) SPU Facilities Work; and (c) STATE highway and SDOT city streets, and the STATE shall ensure that the work is completed.

19.2.2 Should this Phase I SDOT MOA be terminated for public convenience as provided herein, the Parties shall agree that they will consult on the best way to terminate the construction to assure the public's health, safety and welfare.

XX. CONFIDENTIALITY OF INFORMATION AND RECORDS

20.1 It is understood that certain information about the electrical infrastructure is deemed by the CITY to be sensitive and may be confidential under state or federal law. The STATE agrees that all documents and information collected from field activities known to include confidential information will be maintained in a locked file at the project office and access will be controlled by its consultants. Furthermore, confidential information will only be provided to the selected contractor in conformed documents following contract award if such information is considered necessary for construction. The CITY will provide clear written guidelines that specifically define the information that is deemed sensitive and/or confidential.

20.2 Should any of those confidential or sensitive documents become the subject of a request for public disclosure under chapter 42.56 RCW, the STATE shall use its best efforts to immediately notify the CITY of such request and the date by which the STATE anticipates responding, which date shall in no event be less than fifteen (15) calendar days after STATE's first notice of the disclosure request to the CITY. The CITY must then within a reasonable time of receipt of said notice in writing to the STATE (a) specifically identify each record, or part thereof, and (b) fully explain why such



records(s) are exempt from disclosure under chapter 42.56 RCW or any other law so that the STATE may respond to the records requester. The STATE shall withhold or redact those public records which the CITY reasonably claims are exempt from disclosure based upon the CITY's information. The CITY at its sole expense may seek a judicial declaration or injunction with respect to the public records request. The CITY further agrees that it will, at its sole expense, defend the non-disclosure of that information it claims is exempt from disclosure and indemnify the STATE for any and all penalties assessed and costs that the STATE incurs, if any.

20.3 The provisions of this Article survive the termination of this Phase I SDOT MOA.

XXI. GENERAL PROVISIONS

21.1 This Phase I SDOT MOA shall be effective independently from any and all permits that may be issued by the City of Seattle in its governmental capacity.

21.2 Each Party shall ensure that its employees, agents, and contractors comply with the obligations of this Phase I SDOT MOA.

21.3 The Parties shall not be deemed to be in default under this Phase I SDOT MOA if performance is rendered impossible by war, riots, or civil disturbances, or by floods or other natural catastrophes beyond the Parties' control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs or power outages exceeding back-up power supplies. This Phase I SDOT MOA shall not be terminated or the Parties penalized for such noncompliance, provided that each Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, or integrity of the Party's employees or property, or the health, safety, or integrity of the public, street rights-of-way, public property, or private property.

21.4 This Phase I SDOT MOA including the definition of the PROJECT as more particularly described in the "Scope of Work" attached as Exhibit B may be amended only by a written instrument, duly authorized by the CITY and the STATE, and executed by their duly authorized representatives.

21.5 No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

21.6 This Phase I SDOT MOA together with the Phase I SCL MOA and the Phase I SPU MOA, with the attached Exhibits and the documents, terms and provisions incorporated in any of the foregoing, constitute the entire agreement of the Parties with respect to the PROJECT, and supersede any and all prior negotiations and understandings with respect hereto.



21.7 Article, section and subsection headings are intended as information only, and shall not be construed with the substance of the section or subsection they caption.

21.8 All exhibits or other attachments are by this reference hereby incorporated into this Phase I SDOT MOA.

21.9 This Phase I SDOT MOA may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Phase I SDOT MOA.

CITY OF SEATTLE

WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION

By _____
Grace Crunican
Director of Transportation

By _____
Ron Paananen
Project Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By (print)

Signature
Assistant Attorney General

Date: _____



Exhibit A – Phase 1 Property

1-22175 – Phillips/U-Park: Full Fee Acquisition

Legal Description

A triangular parcel of land being all of Lots 1 and 2 and a portion of Lot 3, Block 328, Map of Seattle Tide Lands, according to the official maps thereof on file in the office of the commissioner of Public Lands in Olympia, Washington, together bounded and described as follows:

Beginning at the north corner of said Block 328;
Thence southerly along the west line of said block a distance of 164.033 feet to a point in the westerly boundary line of Lot 3 in said block;
Thence north 89°01' east a distance of 98.25 feet, more or less, to a point on the easterly boundary line of said Block 328;
Thence north 30°30' west along the easterly boundary line of said block to the point of beginning.

1-12648 Trager Site: Full Fee Acquisition

Legal Description

Beginning at a point on the West line of Lot 4, Block 328 Map of Seattle Tidelands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, 25 feet North of the Southwest corner thereof; Thence East along the North line of Dearborn Street as now established, 145.30 feet more or less, to the Westerly margin of Railroad Way 97.80 feet to a point on the line between the old North and South docks; Thence South 89°01'00" West along said last mentioned line a distance of 98.25 feet, more or less, to the West line of Lot 3 in said block, Thence South along the West line of Lots 3 and 4 in said block, a distance of 82.63 feet, more or less to the point of beginning.

1-22178 WOSCA: Partial Fee Acquisition

Fee- Legal Description

That portion of the hereinafter tract of land lying within Parcel "A" described as follows:

GCA 5680

Exhibit A – Phase 1 Property
Page 1 of 6

ATTACHMENT 1
EXHIBIT A



Beginning at a point opposite Highway Engineer's Station 179+82± on the line survey of SR 99, S. Hinds St. to S. Dearborn St. and 342.44 feet Easterly therefrom, said point being on the Southerly line of said Parcel "A"; thence Northwesterly and Northerly to a point opposite Highway Engineer's Station 192+80± on the line survey of SR 99, S. Dearborn St. to Pine St. and 234.04 feet Easterly therefrom, said point being on the Northerly line of said Parcel "A"; thence Westerly to a point opposite said Highway Engineer's Station and 125 feet Easterly therefrom, said point also being the Northwest corner of said Parcel "A"; thence Southerly to a point opposite Highway Engineer's Station 179+21± on said line survey and 145 feet Easterly therefrom, said point being the Southwest corner of said Parcel "A"; thence Northeasterly to the point of beginning.

Parcel A:

Lot 7 and the south 45 feet of Lot 6, Block 328;
Lots 1 through 7, inclusive, and Lots 13 through 19, inclusive, Block 329;
All in Seattle Tide Lands, as shown on the Official Maps on file in the office of Commissioner of Public Lands, in Olympia, Washington;

TOGETHER WITH that portion of vacated Dearborn Street lying between said Blocks 328 and 329, as vacated under City of Seattle Ordinance Number 9122;
EXCEPT that portion of Lot 7 of said Block 329, lying within the Plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington;
AND EXCEPT the east 101.90 feet of Lots 14 through 19, inclusive, of said Block 329;
AND EXCEPT that portion of Lots 6 and 7, of said Block 328, and of Lots 1 through 5, inclusive, of said Block 329 and of vacated Dearborn Street lying between said Blocks 328 and 329, described as follows:

Beginning at the intersection of the southwesterly margin of Railroad Way South and the south margin of Dearborn Street as acquired by the City of Seattle under Ordinance Number 9189;
Thence west along said south margin 5 feet;
Thence southeasterly 47.93 feet to a point on the south line of Lot 6 of said Block 328, said point being 15 feet west from the southeast corner of said Lot 6;
Thence southerly 44.57 feet to a point being west 14.5 feet and north 40 feet from the southeast corner of Lot 7 of said Block 328;
Thence south along a line parallel with the east line of Blocks 328 and 329 and vacated Dearborn Street, 233.60 feet to a curve to the left, having a radius of 566 feet;
Thence southerly and southeasterly along said curve an arc distance of 95.35 feet to a point on the south line of Lot 3 of said Block 329, said point being 6.49 feet west from the southeast corner thereof;
Thence continuing along said curve to the left an arc distance of 1.92 feet to a point on a reverse curve having a radius of 418.24 feet;

GCA 5680



Thence southerly along said curve to the right an arc distance of 71.89 feet to a point of tangency, said point being on the east line of Lot 5 of said Block 329, 46.58 feet north of the southeast corner thereof;

Thence north along the east line of Blocks 328, 329 and vacated Dearborn Street, 431.68 feet to the southwesterly margin of Railroad Way South;

Thence northwesterly along said southwesterly margin 68.40 feet to the point of beginning;

TOGETHER WITH Lots 1 through 8, inclusive, vacated Plummer Street and vacated alley adjoining, all in the plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington.

The lands herein described contain an area of 166,360 square feet, more or less, the specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 17, 2006 and May 26, 2006 both revised February 15, 2007.

1-18458 – Team Track: Full Fee Acquisition

Legal Description

Parcel A:

That portion of Lots 1 to 11, inclusive, and Lot 17, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, lying westerly of the following described line; Beginning at a point on the north line of Lot 1, said Block 331 lying 246.05 feet west from the northeast corner of Block 330, Seattle Tide Lands; Thence south $17^{\circ}20'41''$ west 246.56 feet to the beginning of a tangent curve concave southeasterly with a radius of 515.20 feet; Thence southwesterly along said curve $14^{\circ}07'37''$ an arc distance of 127.02 feet to the south line of Lot 17 of said Block 331; Thence westerly 38 feet, more or less, along the south lines of Lots 17 and 6 to a point 15 feet southeasterly of the Union Pacific Railroad Company's Railroad Tracks; Thence southwesterly 320 feet, more or less, to a point on the south line of Lot 11 lying 120.47 feet westerly of the southeast corner of Lot 11 and the terminus of said line.

Parcel B:

A parcel of land being a portion of Lots 7 through 16, inclusive, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, said portion being bounded as described as follows:

GCA 5680

Exhibit A – Phase 1 Property
Page 3 of 6

ATTACHMENT 1
EXHIBIT A



Beginning at the southeast corner of Lot 11 of said Block 331, said corner being on the north margin of Atlantic Street; Thence along said north margin of Atlantic Street, south 89°59'28" west, 120.47 feet, more or less, to a point that is 15.0 feet normally distant southeasterly from the centerline of Track ICC-432 of the Oregon-Washington Railroad & Navigation Company, as now constructed and operated; Thence northeasterly, parallel with and/or concentric with and 15.0 feet normally distant southeasterly from the centerlines of Tracks ICC-432, ICC-409, and ICC-410, 320.0 feet, more or less, to a point on the northerly line of Lot 7 of said Block 331; Thence along said northerly line and along the northerly line of Lot 16 of said Block 331, north 89°58'54" east, 38.0 feet, more or less, to the northwesterly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to American Warehouse Company by Warranty Deed dated August 10, 1977 and recorded under Recording Number 7710190028,

Thence along the westerly boundary line of said conveyed parcel, the following three (3) courses:

- 1) southerly, along a non-tangent curve to the left, the center of which bears east, having a radius of 706.78 feet, through a central angle of 3°11'14", an arc distance of 39.32 feet;
- 2) westerly, 1.30 feet;
- 3) southerly, 30.70 feet to the southwest corner of said conveyed parcel;

Thence southerly, along the westerly boundary line of a parcel of land as conveyed by Union Pacific Railroad Company to Evelyn M. Bernard and Arthur F. Bernard, and Donald J. Fortune and Edith M. Fortune, by Contract Agreement Number 89205, dated April 9, 1937, 230.0 feet to said north line of Atlantic Street; Thence along said north line, south 89°59'28" west, 23.5 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the City of Seattle Department of Transportation by Deed recorded under Recording Number 20030612003261.

Containing 2.24 Acres, more or less

1-22287 Pyramid: Temporary Construction Easement

Legal Description

Easement Area:

That portion of the following described tract of land lying within "Parcel A" described below:

GCA 5680

Exhibit A - Phase 1 Property
Page 4 of 6

**ATTACHMENT 1
EXHIBIT A**



Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 178+52.30 on the line survey of SR 99 S. Hind St to S. Dearborn St. and 261.25 feet easterly therefrom, said point being on the Northerly line of said "Parcel A";
Thence easterly to a point opposite HES 178+81.47, on said SR 99 line survey and 354.90 feet easterly therefrom;
Thence Southerly to a point opposite HES 178+43.22, on said line survey and 366.81 feet easterly therefrom;
Thence Westerly to a point opposite HES 178+10.31, on said line survey and 261.11 feet easterly therefrom;
Thence Northeasterly to the point of beginning.

The lands herein described contain an area of 4,177 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now on record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 26, 2006, revised, January 31, 2008.

PARCEL A

A parcel of land being all of Lots 1, 2, 3, 4, 5 and 6, Block 330, a portion of vacated Utah Avenue South, portions of Lots 1, 2, 3, 4, 5 and 17, Block 331, all in Seattle Tidelands, King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, bounded and described as follows:

Beginning at the northeast corner of said Block 330, which is also the intersection of the west line of First Avenue South and the south line of South Connecticut Street;

Thence along said south line of South Connecticut Street, north $89^{\circ}59'25''$ west a distance of 178.07 feet;

Thence continuing along said south line south $89^{\circ}58'14''$ west, a distance of 67.98 feet, more or less, to a point that is 15.0 feet southeasterly, measured at right angles, from the center line of the easterly track of the Oregon-Washington Railroad & Navigation Company as now constructed and operated;

Thence southwesterly approximately parallel with said easterly track south $17^{\circ}20'14''$ west, a distance of 246.56 feet to the beginning of a tangent curve concave southeasterly having a radius of 515.20 feet;

Thence southwesterly along said curve, approximately concentric with said easterly tract, through a central angle of $14^{\circ}07'37''$ an arc distance of 127.02 feet to a point on the southerly line of said Lot 17, Block 331;

Thence along said southerly line and its easterly extension, north $89^{\circ}58'54''$ east, a distance of 164.09 feet, more or less, to an angle point;

GCA 5680

Exhibit A - Phase 1 Property
Page 5 of 6

ATTACHMENT 1
EXHIBIT A



Thence along the southerly line of Lot 6, Block 330 and its westerly extension north
89°59'56" east, a distance of 178.06 feet to a point on the east line of said Block 330;

Thence along said east line of Block 330, north 0°00'08" east, a distance of 359.97 feet to
the point of beginning.

GCA 5680

Exhibit A – Phase 1 Property
Page 6 of 6

ATTACHMENT 1
EXHIBIT A



Exhibit B: Scope of Work

The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWW to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWW. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWW to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWW. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWW structure, between bents 119 and 118. The transmission duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWW. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWW and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.

UT01287





1 MEMORANDUM OF AGREEMENT
2 NO. UT01148
3 SR-99 ALASKAN WAY VIADUCT
4 PRELIMINARY ENGINEERING, FINAL DESIGN, PROCUREMENT OF
5 MATERIALS AND CONSTRUCTION
6 FOR ELECTRICAL UTILITY RELOCATION – PHASE I
7

8 THIS Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design,
9 Procurement of Materials and Construction for Electrical Utility Relocation – Phase I (“Phase I
10 SCL MOA”) is made and entered into this _____ day of _____, 200_, between the State of
11 Washington Department of Transportation, hereinafter the “STATE,” and the City of Seattle, (the
12 “CITY”) acting by and through Seattle City Light, hereinafter “CITY LIGHT,” collectively the
13 “Parties” and individually the “Party.”
14

15 WHEREAS, the STATE in consultation with the City of Seattle is planning for the replacement of
16 the Alaskan Way Viaduct (“AWV”) on State Route 99, a non-limited access highway, located
17 partially in the City of Seattle; and
18

19 WHEREAS, in order to provide a transportation facility and seawall with improved earthquake
20 resistance that maintains or improves mobility and accessibility for people and goods, the State
21 and City of Seattle will implement improvement projects that remove the AWV, reconfigure State
22 Route 99 and replace the Seawall. All of these projects are collectively referred to as the
23 PROGRAM. The State and City of Seattle, in conjunction with the Federal Highway
24 Administration (FHWA), and King County, are working to define a reconfigured and improved
25 State Route 99; and
26

27 WHEREAS, the Parties are moving forward collaboratively with King County to determine what
28 the solution will be in the Central Waterfront portion of the PROGRAM, but have agreed in
29 general, on the work required at the north and south ends of the PROGRAM. As directed by the
30 Governor and the Mayor of Seattle, the State, in consultation with the City, is preparing to design
31 and construct certain Early Safety and Mobility Projects at the north and south ends. These
32 projects significantly advance the PROGRAM; and
33

34 WHEREAS, the AWV structure is aging and was further weakened by the Nisqually Earthquake
35 in 2001, and because of these factors, it is vulnerable to catastrophic damage during another
36 seismic event; and
37

38 WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2) self-
39 contained, low pressure oil-filled 115kV transmission cables (collectively, “Utilities”) located on
40 the AWV structure and the Utilities are also vulnerable to damage during a seismic event; and
41

42 WHEREAS, removal of the AWV structure will require the prior relocation of the Utilities,
43 regardless of whether the AWV is reconstructed with an elevated structure or replaced with a
44 tunnel or surface option; and
45

1 WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle City
2 Light electrical lines off of the AWV. Phase I of this Early Safety and Mobility Project is the
3 relocation of electrical lines between South Massachusetts Street and Railroad Way South which is
4 planned to be completed prior to another Early Safety and Mobility Project, the AWV Removal
5 from South Holgate Street to South King Street; and
6

7 WHEREAS, the Parties agree that the STATE will perform the design and construction of the
8 Utility relocation, as well as the procurement of any Utilities relocation materials that are required
9 to meet schedule requirements; and
10

11 WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31, 2009; and
12

13 WHEREAS, concurrently with this Phase I SCL MOA, the STATE and CITY are entering into a
14 Memorandum of Agreement, No. GCA 5680, for Property, Environmental Remediation,
15 Permitting, and Construction Coordination Agreement for Electrical Utility Relocation – Phase I
16 (“Phase I SDOT MOA”); and
17

18 WHEREAS, concurrently with this Phase I SCL MOA, the STATE and CITY, through its Seattle
19 Public Utilities Department, are entering into a Memorandum of Agreement, No. UT01287, for
20 SPU Facilities Work – Phase I (“Phase I SPU MOA”);
21

22 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances
23 contained herein, or attached and incorporated and made a part hereof,
24
25

26 IT IS MUTUALLY AGREED AS FOLLOWS:
27

28 **1. GENERAL**
29

30 **1.1 Intent**
31

32 The Parties agree to do the following throughout the PROJECT as defined below:
33

34 a. The Parties agree to work cooperatively with each other and shall make reasonable,
35 good faith efforts to timely and expeditiously complete the PROJECT, as provided in this Phase I
36 SCL MOA, including, but not limited to, the selection of a preferred design alternative;
37 development of preliminary engineering and final design, plans and specifications, and cost
38 estimates; lifecycle costs analysis, construction and construction administration; execution of any
39 necessary utility easements; and procurement of any required materials for Utilities relocations.
40

41 b. The STATE will provide complete design submittals and additional information as
42 required by CITY LIGHT in a timely manner that will allow CITY LIGHT adequate review
43 periods to review and comment on the proposed plans and make reasonable efforts to allow the
44 PROJECT to proceed on schedule. The STATE shall timely incorporate and/or address to CITY
45 LIGHT’s satisfaction any CITY LIGHT comments on the design submittals or additional



1 information provided by the STATE, including revisions to the Approved Plans, pursuant to
2 Section 7 herein.

3
4 c. CITY LIGHT agrees to provide sufficient staff and resources for timely reviews of the
5 PROJECT design as agreed upon in this Phase I SCL MOA.

6
7 d. CITY LIGHT shall provide clear and complete design review for CITY LIGHT purposes
8 in accordance with section 7 of this Phase I SCL MOA. Both Parties shall endeavor to identify
9 and address issues as early as possible during the design process and to communicate clearly with
10 one another.

11
12 e. Both Parties shall participate in regularly scheduled coordination meetings to address
13 issues that may affect the PROJECT scope, schedule or budget.

14
15 f. The STATE, in conjunction with its consultants and subject to CITY LIGHT approval
16 for CITY LIGHT purposes, will continue to develop a feasible end to end, permanent relocation
17 solution acceptable to CITY LIGHT for the Utilities that would minimize or eliminate the need for
18 multiple relocations and meet operational standards, capacity equivalents and ongoing
19 maintenance and safety requirements.

20
21 g. The STATE and CITY LIGHT agree to document key design related decisions to ensure
22 that issues are resolved to CITY LIGHT's satisfaction, pursuant to Section 7 herein, so that the
23 STATE can proceed with the design of the PROJECT. These decisions will be evidenced through
24 the use of a "Concurrence Letter" signed by both Parties.

25
26 h. The STATE agrees to take the lead in consulting and coordinating with all other utilities
27 affected by the PROJECT.

28
29 i. The STATE acknowledges that it bears the sole responsibility for all regulatory
30 permitting of the PROJECT, and shall design and construct the PROJECT in compliance with all
31 applicable federal, state and local laws and regulations, and in accordance with the provisions of
32 the Phase I SDOT MOA.

33
34 j. The STATE's intent is to complete the PROJECT no later than December 31, 2009, in
35 order to allow the AWV removal beginning south of King Street in January 2010.

36
37
38 1.2 Scope of Work

39
40 This Agreement defines the roles of the Parties in the design and execution of Phase I of the
41 Utilities relocation, which includes the construction of new utility facilities, the removal and
42 relocation of certain utilities from the existing AWV to underground locations, modifications to
43 existing substations in order to accommodate the relocation of the network feeders and
44 transmission cables, and Remediation, as more particularly described in the "Scope of Work"
45 attached as **Exhibit A** and incorporated herein by this reference (hereinafter the "PROJECT").
46



1 1.3 Definitions

2
3 1.3.1 Approved Plans means the documents and drawings approved by the City of Seattle,
4 through the processes described in Section 7 of the Phase I SCL MOA, Section 4 of the Phase I
5 SPU MOA, and Article VI of the Phase I SDOT MOA, and approved by the CITY through the
6 Street Use Permit issuance process described in Article VI of the Phase I SDOT MOA.

7
8 1.3.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access highway,
9 over a portion of a CITY Street Right of Way and located partially in the City of Seattle.

10
11 1.3.3 Betterment, for purposes of this Phase I SCL MOA, means any upgrading of the
12 facility being relocated that is not attributable to the PROJECT OR PROGRAM and is made solely
13 for the benefit of and at the election of CITY LIGHT. CITY LIGHT shall be responsible for the
14 additional incremental cost of any Betterment. Examples of work that will not constitute a
15 Betterment, so that CITY LIGHT shall not bear cost responsibility, are:

- 16 i) If existing devices or materials are no longer regularly manufactured or cannot be
17 obtained in time to meet the PROJECT schedule, needs, or requests by the STATE, then devices or
18 materials of equivalent standards although not identical, of the next highest grade or size;
19 ii) Upgrades to relocated or replaced utility facilities necessary to meet current code
20 requirements and CITY LIGHT standards; or
21 iii) Work required by CITY LIGHT to maintain service capability and capacity as the
22 STATE's PROGRAM progresses.

23
24 1.3.4 Business Days means Monday through Friday, inclusive, except for official City of Seattle
25 holidays.

26
27 1.3.5 CITY means the City of Seattle, a Washington municipal corporation, acting through
28 SDOT.

29
30 1.3.6 CITY LIGHT means Seattle City Light.

31
32 1.3.7 City Construction Project Engineer means the person designated by the City of Seattle to
33 act as the City of Seattle's primary representative in matters arising during the course of
34 construction.

35
36 1.3.8 City of Seattle means the City of Seattle, a Washington municipal corporation.

37
38 1.3.9 Construction Contract Documents means the provisions and documents that evidence the
39 agreement between the STATE and its contractors for construction of the PROJECT.

40
41 1.3.10 Contract Award means the STATE's written decision accepting the lowest responsive bid
42 for construction of the PROJECT.

43
44 1.3.11 Designated Representative means the CITY LIGHT official listed in Section 2.2 of this
45 Phase I SCL MOA.



1 1.3.12 Engineer of Record means the engineer licensed in the State of Washington who has been
2 commissioned by the STATE as the prime engineer of the PROJECT, having overall responsibility
3 for the adequacy of the design and the coordination of the design work of other engineers and
4 whose professional seal is on the Construction Contract Documents.
5

6 1.3.13 Letter of Acceptance means the written document prepared by the CITY and delivered to
7 the STATE that signifies CITY approval of PROJECT infrastructure built by the STATE's
8 contractor; the issuance and acknowledgment of the instrument effects transfer of infrastructure
9 ownership and obligations for operation and maintenance as agreed by the Parties.
10

11 1.3.14 Letter of Plan Approval means a letter from the CITY that signifies the CITY's approval of
12 the design of the PROJECT. The Letter of Plan Approval also represents CITY LIGHT's approval
13 for CITY LIGHT purposes only, and represents that the STATE has addressed CITY LIGHT's
14 comments to CITY LIGHT's satisfaction. The Letter of Plan Approval also represents SPU's
15 approval for SPU purposes only, and represents that the STATE has addressed SPU's comments to
16 SPU's satisfaction. The Letter of Plan Approval does not authorize construction and does not
17 constitute approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is
18 not a representation or assurance that the design or plans comply with applicable laws, regulations,
19 ordinances or codes, nor shall the Letter of Plan Approval be construed to authorize any failure to
20 comply with any of the foregoing.
21

22 1.3.15 Notice of Substantial Completion means a written statement by the STATE to its contractor
23 that construction and installation of the PROJECT work has progressed in compliance with the
24 Construction Contract Documents, including the Approved Plans and any approved revisions to
25 those plans to the extent that the STATE has full and unrestricted use and benefit of the facilities,
26 both from the operational and safety standpoint, and only minor incidental work, or correction or
27 repair remains to physically complete the PROJECT.
28

29 1.3.16 Phase I SCL MOA means this Memorandum of Agreement, No. UT01148, SR-99 Alaskan
30 Way Viaduct, Preliminary Engineering, Final Design, Procurement of Materials and Construction
31 for Electrical Utility Relocation – Phase I between the STATE and City of Seattle acting through
32 CITY LIGHT.
33

34 1.3.17 Phase I SDOT MOA means the Memorandum of Agreement, No. GCA 5680, SR-99
35 Alaskan Way Viaduct, Property, Environmental Remediation, Permitting, and Construction
36 Coordination Agreement for Electrical Utility Relocation – Phase I between the STATE and the
37 City of Seattle acting through SDOT.
38

39 1.3.18 Phase I SPU MOA means the Memorandum of Agreement, No. UT01287, for SPU
40 Facilities Work – Phase I, between the STATE and the City of Seattle acting by and through
41 Seattle Public Utilities.
42

43 1.3.19 Plan Review Package means the plans, specifications, necessary supplemental information
44 including but not limited to field reconnaissance studies and calculations, and any corrections
45 previously requested by the City of Seattle to be submitted by the STATE to the City of Seattle for
46 review prior to issuance of a Letter of Plan Approval and Street Use Permits.



1
2 1.3.20 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT
3 engineering after the Preliminary Engineering, which advances the PROJECT design by preparing
4 contract-ready documents and the engineer’s cost estimate. At this stage the specifications are
5 written and tailored to the plans so that all work can be measured and has a pay item. The cost
6 estimate is formalized using the established specifications, pay items and quantity takeoffs, for
7 60% through 100% completion of the total design effort.

8
9 1.3.21 Preliminary Engineering means the portion of the PROJECT engineering succeeding
10 conceptual engineering, which advances the PROJECT design to address Type, Size, and Location
11 (“TS&L”) for all components of the PROJECT including the final Utilities relocation. Typically
12 this effort includes work that advances the design from nominally 30% up to nominally 60% of the
13 total design effort.

14
15 1.3.22 PROGRAM means all of the projects, collectively, implemented by the STATE that
16 remove and replace the AWV and the Seawall.

17
18 1.3.23 PROJECT means the construction of new utility facilities, the removal and relocation of
19 certain utilities from the existing AWV to underground locations, modifications to existing
20 substations in order to accommodate the relocation of the network feeders and transmission cables,
21 and Remediation, as more particularly described in the “Scope of Work” attached as Exhibit B to
22 the Phase I SDOT MOA, as Exhibit A to this Phase I SCL MOA, and as Exhibit A to the Phase I
23 SPU MOA, and incorporated herein by reference.

24
25 1.3.24 PROJECT SCHEDULE means the schedule of design, permitting and construction events
26 presented in **Exhibit C** to the Phase I SDOT MOA and agreed to by the Parties, as it may be
27 amended from time to time by agreement of the Parties.

28
29 1.3.25 Scope of Work means the work agreed to by the Parties attached as Exhibit B to the Phase I
30 SDOT MOA, as Exhibit A to this Phase I SCL MOA, and as Exhibit A to the Phase I SPU MOA.

31
32 1.3.26 SDOT means the Seattle Department of Transportation.

33
34 1.3.27 SCL means Seattle City Light.

35
36 1.3.28 SPU means Seattle Public Utilities.

37
38 1.3.29 STATE Designated Representative means the State of Washington official listed in Section
39 XVII of the Phase I SDOT MOA.

40
41 1.3.30 Utilities means the segments of the five (5) 13.8 kV network express feeders and two (2)
42 self-contained, oil-filled 115 kV transmission cables located on the AWV structure between South
43 Massachusetts Street and Railroad Way South that are required to be relocated prior to the removal
44 of the AWV, and all necessary modifications to CITY LIGHT substations required to
45 accommodate the relocation of the such network feeders and transmission cables.



1 1.3.31 Utility Easement means a perpetual easement over STATE acquired real property for the
2 operation, maintenance, repair and replacement of the relocated Utilities.
3
4

5 **2. NOTICES AND DESIGNATED REPRESENTATIVES**
6

7 2.1 Any notice required or permitted to be given pursuant to this Agreement shall be in writing
8 and shall be sent postage prepaid by U.S. Mail to the Designated Representatives.
9

10 2.2 The Designated Representatives for each Party are as follows:
11

12 Project Engineer, Utilities
13 Alaskan Way Viaduct & Seawall Replacement Program
14 Washington State Department of Transportation
15 999 3rd Avenue, Suite 2424
16 Seattle, WA 98104
17

18 Project Manager, Alaskan Way Viaduct & Seawall Replacement Program
19 P.O. Box 34023
20 Seattle City Light
21 700 Fifth Avenue, Suite 3200
22 Seattle, WA 98124-4023
23
24

25 **3. STATE RESPONSIBILITIES**
26

27 3.1 The STATE agrees to perform and complete, subject to CITY LIGHT review and approval
28 for CITY LIGHT purposes, the following with the aid of consultants and contractors:

- 29 a. Preliminary Engineering;
30 b. Plans, Specifications, and Estimate (PS&E);
31 c. Construction and construction administration;
32 d. Procurement of all materials needed for construction;
33 e. Community outreach and public relations;
34 f. Prepare and submit all permit applications required by the City of Seattle (the
35 "CITY").
36

37 3.2 The STATE agrees to comply with CITY LIGHT standards and will submit the Plan
38 Review Package for review, comment and approval for CITY LIGHT purposes, pursuant to the
39 procedures outlined in Section 7 of this Phase I SCL MOA, and to the CITY's Designated
40 Representative, for CITY purposes, pursuant to the procedures outlined in the Phase I SDOT
41 MOA.
42

43 3.3 The STATE agrees to seek input and approval from CITY LIGHT in the early stages of the
44 Preliminary Engineering and PS&E throughout the design process, to ensure that the design
45 conforms with CITY LIGHT standards.
46



1 3.4 The STATE agrees to submit designs and design documents, and any revisions to the design
2 documents, including PS&E and any revisions to the Approved Plans, that conform to CITY
3 LIGHT standards and that meet City of Seattle codes, rules, laws, regulations and standards, for
4 review by CITY LIGHT for CITY LIGHT purposes, as more fully described in Section 7 herein.
5

6 3.5 The STATE will take the lead in coordinating regular team communications and meetings
7 as required.
8

9 3.6 The STATE will manage and timely respond and address to CITY LIGHT's satisfaction
10 any requests from CITY LIGHT that have contractual or scope of work impacts and will
11 coordinate responses with its consultants.
12

13 3.7 The Parties agree that the Approved Plans shall be stamped by the STATE's Design
14 Consultant as Engineer of Record after the PS&E have been approved by CITY LIGHT for CITY
15 LIGHT purposes pursuant to Article 7 herein.
16

17 3.8 The STATE shall obtain CITY LIGHT's review and approval of all revisions to, or
18 deviations from, the Approved Plans prior to implementing such revisions or deviations.
19

20 3.9 The STATE will have a qualification process for potential construction contractors. The
21 STATE shall timely provide CITY LIGHT with all required information related to such process
22 and will provide CITY LIGHT at least five weeks notice of the intended date to send contracts out
23 for bid so that CITY LIGHT may help in the development of qualification criteria for specialty
24 work such as transmission line construction. CITY LIGHT shall evaluate the bidders using the
25 established qualification criteria and submit its review to the STATE for consideration. The
26 STATE shall reject contractors that do not meet the qualification criteria.
27

28 3.10 The STATE will be responsible for construction contract administration, will establish a
29 construction project engineer's office, and will assign a Project Engineer to manage this office and
30 act as the responsible engineer in charge. The STATE will be responsible for selecting qualified
31 STATE technical and administrative staff and consultants to work in the office and administer the
32 construction contract.
33

34 3.11 The STATE recognizes that CITY LIGHT requires advance notice of outages for
35 construction. The STATE understands and acknowledges that it must provide at least 90 calendar
36 days notice for any request for a construction outage with respect to any of the Utilities or other
37 associated utilities. The STATE further understands and acknowledges that construction outage
38 time periods may not be altered once requested, and that any new request for a construction outage
39 relating to the Utilities relocation will require an additional 90 calendar days. The STATE will
40 provide written notification to CITY LIGHT of the anticipated completion of satisfactory testing
41 of newly installed systems to facilitate outages and cutovers. The STATE shall request in writing
42 any necessary outages specifying the exact window of time necessary to perform the construction
43 task. CITY LIGHT shall respond to such requests as appropriate indicating whether such request
44 is granted or denied. If denied, CITY LIGHT shall assist the STATE in finding another outage
45 window. If granted, CITY LIGHT shall outline any conditions related to such outage to the
46 STATE.



1
2 3.12 For Transmission Lines 1 & 2 (Mass.-Union 1 ("MA-US1") and Mass.-Union 2 ("MA-US
3 2")), the STATE understands and agrees that separate six-week outages must be requested and
4 scheduled for each Transmission Line. The STATE further recognizes that Transmission Lines 1
5 and 2 are part of an interconnected transmission system, and therefore even with timely requests
6 for outages, CITY LIGHT may be precluded from disconnecting or de-energizing these lines on
7 any particular schedule, including previously scheduled and granted outage requests, if
8 circumstances beyond CITY LIGHT's control exist, including but not limited to directives from
9 the North American Electric Reliability Council, the Western Energy Coordinating Council, or
10 other entities responsible for operating or protecting the western interconnected transmission
11 system, and/or riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics,
12 landslides, volcanic eruptions, earthquakes, lightning, floods, explosions, fires, condemnation,
13 judicial injunctions or restraining orders, and federal or state laws and orders.
14

15 3.13 The STATE shall not commence work on this PROJECT until all required permits have been
16 properly applied for and issued as more fully set forth in Articles V and VI of the Phase I SDOT
17 MOA.
18

19 3.14 The STATE shall obtain and maintain all federal, state and local approvals as may be
20 required for the PROJECT.
21

22 3.15 The STATE shall timely comply with applicable regulatory requirements associated with the
23 permits, as more fully set for in Sections V and VI of the Phase I SDOT MOA.
24

25 3.16 The STATE shall provide CITY LIGHT with 24 hour, 7 days a week access to all CITY
26 LIGHT facilities functioning within the PROJECT area. The STATE shall provide CITY LIGHT
27 with access to any PROJECT construction and staging areas during the hours of construction
28 established by the STATE's Project Engineer. In addition to complying with the pre-final and
29 final inspection procedures set forth in Section 10 herein, the STATE shall also provide CITY
30 LIGHT with at least five (5) Business Days notice upon completion of all material stages of the
31 PROJECT work and shall invite CITY LIGHT to inspect such work upon completion of any
32 material stage, pursuant to Section 8 below. CITY LIGHT shall have the right to reject materials
33 and construction in the field which are deficient or deviate from the Construction Contract
34 Documents, the Approved Plans, or any approved revisions to the Approved Plans. CITY LIGHT
35 shall submit a written response within ten (10) Business Days of the date of any inspection to the
36 STATE's Project Engineer. Both Parties agree to act as expeditiously as possible to assure a
37 timely resolution of any deficiencies.
38

39 3.17 Within four (4) months of the execution of this Phase I SCL MOA, the STATE shall
40 convey to CITY LIGHT a Utility Easement in a form mutually satisfactory to CITY LIGHT and
41 the STATE. Said Utility Easement shall include a provision establishing expectations for
42 environmental remediation that reflects Section 4 of the Phase I SDOT MOA for all known
43 contamination. The Parties agree to endeavor to prepare, negotiate and convey the easement in
44 accordance with the following schedule of milestones.
45

46 April 11, 2008 - CITY LIGHT will complete the first draft of the easement.



1 May 12, 2008 - The STATE will complete its review of the first draft and will transmit its
2 comments as well as legal exhibits to CITY LIGHT.
3
4

5 4. CITY LIGHT RESPONSIBILITIES 6

7 4.1 After the STATE incorporates or addresses to CITY LIGHT's satisfaction any comments
8 or concerns raised by CITY LIGHT to the STATE regarding the proposed plans, CITY LIGHT
9 will provide written approval of the PS&E, material and equipment specifications and technical
10 submittals prior to placement of orders.
11

12 4.2 CITY LIGHT may provide staff and consultants during construction. CITY LIGHT staff
13 and consultants will consult with the STATE Construction Project Engineer during the STATE's
14 evaluation of the quality of the infrastructure being built by the STATE's contractor. The presence
15 and contribution of CITY LIGHT staff and consultants is for the sole benefit of CITY LIGHT and
16 shall not in any way relieve the STATE from its duty to comply with this Phase I SCL MOA, and
17 all permits, statutes, laws, regulations and ordinances.
18

19 4.3 To the extent necessary, CITY LIGHT agrees to lead the coordination of the PROJECT
20 with all applicable electric utility regulatory agencies.
21

22 4.4 CITY LIGHT shall timely complete necessary preparation, coordination and cut-over
23 work.
24

25 4.4.1 CITY LIGHT agrees to execute the cutover and energization of all Five Mass.
26 Feeders relocated circuits upon approval of each new feeder line constructed by the STATE
27 pursuant to this Phase I SCL MOA.
28

29 4.4.2 For the Transmission Lines 1 & 2, the CITY agrees to coordinate and execute the
30 outages so as to facilitate the contractor's work to splice and terminate, and for CITY energization
31 of both new circuits within the earliest feasible, outage window for each Transmission Line.
32
33

34 5. PROJECT FUNDING 35

36 5.1 The STATE shall provide funding for all PROJECT costs without reimbursement from
37 CITY LIGHT, including Change Orders, except as outlined in Section 9.3. No delay costs shall be
38 paid for by CITY LIGHT. CITY LIGHT will be responsible for any and all costs associated with
39 CITY LIGHT staff or CITY LIGHT consultants and CITY LIGHT administrative overhead.
40

41 5.2 CITY LIGHT Financial Contribution. CITY LIGHT will be required to provide staff in the
42 performance of their roles and responsibilities as outlined above. The costs associated with CITY
43 LIGHT staff time will be calculated and the amount will be a credit to CITY LIGHT as part of its
44 financial contribution to the PROJECT.
45
46

1 5.3 The STATE shall mitigate the operational consequences to CITY LIGHT customers
2 associated with the potential transmission line failure due to temporarily splicing the proposed
3 relocated portion of Transmission Lines 1 & 2 to the existing portion of Transmission Lines 1 & 2
4 by developing a comprehensive Work Plan. The Work Plan will be developed with assistance
5 from and to the satisfaction of CITY LIGHT. The STATE will be responsible for providing all
6 elements, including but not limited to construction labor, professional expertise, materials and
7 designs needed to enact the Work Plan. All elements to accomplish the Work Plan will be in place
8 prior to attempting to splice the transmission lines. In the event all steps in the Work Plan are
9 followed and such steps fail to restore adequate power to CITY LIGHT transmission line(s) and
10 substation(s), then CITY LIGHT will enact an Emergency Restoration Plan (ERP), consisting of
11 an overhead pole line from Massachusetts Substation to Union Substation. Additionally, should
12 the ERP or any portions thereof be activated, due to splice or cable failures resulting from the
13 PROJECT, the STATE agrees to reimburse CITY LIGHT for all costs, including design, materials,
14 and labor associated with this activation.
15

16 6. CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION 17

18 6.1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
19 Construction Management and Contract Administration for the PROJECT, including but not
20 limited to Section VIII therein, and such provisions shall apply equally to this Phase I SCL MOA.
21
22

23 7. DESIGN & PLAN SUBMITTAL, REVIEW, AND RESPONSE PROCESS 24

25 Design & Design Documents 26

27 7.1 The Parties agree to work cooperatively with each other and in good faith to endeavor to
28 timely and expeditiously complete the PROJECT design in accordance with the PROJECT
29 schedule. The STATE will take the lead in coordinating regular communications and meetings
30 between CITY LIGHT and the STATE in this endeavor.
31

32 7.2 The STATE agrees to work in collaboration with City of Seattle regulatory, SDOT, CITY
33 LIGHT and SPU staff and shall submit the PROJECT Preliminary Engineering; Plans,
34 Specifications and Estimate (PS&E); and Construction Contract Documents to CITY LIGHT for
35 review pursuant to the procedures outlined in this Phase I SCL MOA, the Phase I SDOT MOA,
36 and the Phase I SPU MOA.
37

38 7.3 The STATE agrees to seek input from CITY LIGHT in the early stages of Preliminary
39 Engineering, preparation of PS&E, and throughout the PROJECT design and permitting process.
40

41 7.4 The design and construction of CITY LIGHT infrastructure shall conform to all City of
42 Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules,
43 regulations and standards, including but not limited to the following, except as otherwise
44 established in this Agreement:
45

46 7.4.1 The Seattle Municipal Code



1 7.4.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
2 Construction, current edition.

3 7.4.3 City of Seattle Standard Plans for Municipal Construction, current edition.

4 7.4.4 SDOT, CITY LIGHT, DPD and SPU Director's Rules

5
6 7.5 The STATE agrees to submit contract specifications for the PROJECT in a format
7 developed to conform with Federal, State and City of Seattle standards, as these specifications will
8 be used for the STATE construction contract bid package.

9
10 7.6 In accordance with the SR 99 Alaskan Way Viaduct & Seawall Replacement Project
11 CADD Manual Revision 1.0, Appendix B: UTILITY City of Seattle Plan Set Preparation, dated
12 June 2006, the STATE's plans (contract drawings) and As-Builts for the PROJECT shall be
13 drafted to a drafting standard that has been developed to conform with Federal, State and City of
14 Seattle standards, as these plans will be used for both the STATE Construction Contract
15 Documents and the City of Seattle's plan approval, permitting, and archival process. The
16 PROJECT drafting standard shall reflect, both graphically and digitally, the City of Seattle
17 computer aided drafting (CADD) standards for all City of Seattle infrastructure to be constructed
18 as part of the PROJECT.

19
20 7.7 The Parties agree that the Approved Plans shall be stamped by the STATE's Design
21 Consultant as Engineer of Record. The STATE is responsible for ensuring that permit applications
22 and plans meet City of Seattle regulatory standards.

23 24 **Plan Review**

25
26 7.8 The STATE shall submit to CITY LIGHT clear and complete plans, specifications, and the
27 necessary supplemental information such as field reconnaissance studies and calculations in a
28 manner that will allow CITY departments sufficient time to review the applications and plans. As
29 the remaining submittals for the PROJECT are limited to the 90% and the 100% Agency Reviews,
30 CITY LIGHT agrees to twenty-five (25) Business Days for review of the 90% submittal and
31 fifteen (15) Business Days for the 100% submittal. However, the number of review days will
32 increase if multiple submittals are received by CITY LIGHT per the table below.

Submittal Phase	Number of Business Days per Number of Design Review Plan Review Packages Under Review		
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

33
34
35 7.9 CITY LIGHT's review period begins with the receipt by CITY LIGHT of the 90% Plan
36 Review Package and for the 100% Plan Review Package, with receipt by CITY LIGHT of the
37 100% Plan Review Package and ends when CITY LIGHT's final comment document is submitted
38 to the STATE electronically in a Microsoft Excel document format.



1 7.10 The STATE shall hand deliver the 90% and 100% Plan Review Package to CITY LIGHT's
2 Designated Representative or other officials designated by CITY LIGHT for review and comment.
3 For purposes of this Section, the Plan Review Package includes the plans, specifications, necessary
4 supplemental information such as field reconnaissance studies and calculations, and corrections
5 previously requested by CITY LIGHT. The STATE shall submit to the City of Seattle 35 half-
6 scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-scale (11 inch by 17
7 inch) copies of the 100% Plan Review Package.

8
9 7.11 The STATE agrees to establish and provide to CITY LIGHT a target schedule for the
10 STATE's submittals to CITY LIGHT as soon as such schedule is available. The STATE shall
11 notify CITY LIGHT of any proposed schedule modifications. If the STATE determines that it
12 cannot meet the anticipated dates, the STATE shall provide to CITY LIGHT's Designated
13 Representative a revised submittal schedule as soon as possible after delay is known or anticipated.

14
15 7.12 The STATE shall notify CITY LIGHT's Designated Representative fifteen (15) Business
16 Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review Package
17 will be transmitted as scheduled or to establish a deferred date so that CITY LIGHT staff can be
18 appropriately scheduled for the 90% review.

19
20 7.13 CITY LIGHT's Designated Representative will work with the City of Seattle departments
21 to identify deficiencies in the STATE's 90% Plan Review Package. CITY LIGHT reviewers will
22 describe the deficiencies in writing in sufficient detail to enable the STATE to revise the plans in a
23 manner that brings them into compliance with CITY LIGHT requirements. All comments from
24 CITY LIGHT reviewers will be incorporated into one Microsoft Excel document. SCL's
25 Designated Representative, or other official designated by CITY LIGHT, will reconcile and
26 resolve conflicting comments from CITY LIGHT reviewers prior to submitting formal comments
27 to the STATE within the agreed timeframe.

28
29 7.14 The STATE shall provide a written response to CITY LIGHT for every written comment
30 submitted by CITY LIGHT.

31
32 7.15 The STATE shall work with CITY LIGHT staff to resolve all issues to CITY LIGHT's
33 satisfaction and address every CITY LIGHT comment on the 90% Plan Review Package to CITY
34 LIGHT's satisfaction through one-on-one meetings with CITY LIGHT staff and making additional
35 plan sheet revisions. If such meetings and revisions do not resolve all CITY LIGHT issues to
36 CITY LIGHT's satisfaction within 30 calendar days, the remaining issues will be considered a
37 dispute and resolved in accordance with Article XV – Dispute Resolution, of the Phase I SDOT
38 MOA.

39
40 7.16 Both CITY LIGHT and STATE shall work collaboratively to resolve issues in a timely
41 manner prior to the STATE delivering the 100% Plan Review Package to CITY LIGHT for
42 approval. Once the STATE has demonstrated that all CITY LIGHT's 90% Plan Review Package
43 review comments have been addressed to CITY LIGHT's satisfaction, CITY LIGHT shall provide
44 the STATE with a written request to submit the 100% Plan Review Package for final review and
45 plan approval.



1 7.17 CITY LIGHT will coordinate a final check of the 100% Plan Review Package to confirm
2 that the 100% Plan Review Package adequately addresses CITY LIGHT comments. Upon such
3 confirmation, CITY LIGHT will notify SDOT of CITY LIGHT's approval of the design and
4 request that SDOT issue a Letter of Plan Approval. CITY LIGHT's request for the issuance of a
5 Letter of Plan Approval constitutes CITY LIGHT's approval for CITY LIGHT purposes only, and
6 represents that the STATE has addressed CITY LIGHT's comments to CITY LIGHT's
7 satisfaction. Said Letter of Plan Approval does not authorize construction and does not constitute
8 approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is not a
9 representation or assurance that the design or plans comply with applicable laws, regulations,
10 ordinances or codes, nor shall the Letter of Plan approval be construed to authorize any failure to
11 comply with any of the foregoing.
12
13

14 8. CITY LIGHT INSPECTION

15
16 8.1 The STATE will allow CITY LIGHT's Designated Representative, or other official
17 designated by CITY LIGHT, to consult with and inquire of the STATE Project Engineer, attend all
18 meetings, and have timely and complete access to all documentation as to all matters concerning
19 the PROJECT. CITY LIGHT shall not provide direction, directly or indirectly, to the STATE's
20 consultant(s) or contractor. CITY LIGHT shall direct all communications to the STATE's Project
21 Engineer including communications regarding quality of construction and contractor performance.
22 CITY LIGHT staff will continue to be supervised by CITY LIGHT management.
23

24 8.2 The STATE shall ensure that CITY LIGHT's representatives receives the construction
25 schedule in advance, and will continue to notify CITY LIGHT of relevant timelines and changes to
26 the construction schedule.
27

28 8.3 The STATE agrees and acknowledges that CITY LIGHT shall have an On-Site Inspector, as
29 CITY LIGHT determines necessary, during the construction. The STATE agrees and
30 acknowledges the CITY LIGHT's On-Site Inspector shall (a) have timely and complete access to
31 the construction work associated with the relocated Electric Utilities; (b) be timely informed of all
32 relevant construction timelines associated with such work; and (c) have the authority to reject and
33 have corrected and/or replaced any construction or materials deemed to be deficient or which
34 deviate from the Construction Contract Documents, the Approved Plans, or any approved revisions
35 to the Approved Plans by the On-Site Inspector. In this instance, CITY LIGHT staff members will
36 immediately inform and as necessary provide direction to the STATE Construction Project
37 Engineer or his designated representative, which will be followed up in writing as soon as possible
38 but no later than ten (10) Business Days of the date of any inspection. The STATE shall timely
39 address each comment or issue presented by CITY LIGHT to CITY LIGHT's satisfaction.
40

41 8.4 The STATE shall invite CITY LIGHT to inspect the PROJECT work at the
42 commencement and completion of each material milestone. The STATE shall provide at least five
43 (5) Business Days notice for such inspection. CITY LIGHT shall submit to the STATE's Project
44 Engineer a complete list of any concerns or deficiencies within ten (10) Business Days of the date
45 of any inspection. The STATE shall timely address each comment or issue presented by CITY
46 LIGHT to CITY LIGHT's satisfaction.



1
2 8.5 CITY LIGHT or a Designated Representative reserves the right to witness acceptance
3 testing and review all written documentation given to the STATE on all test results. The STATE
4 shall endeavor to provide five (5) Business Days notice of all acceptance testing required by the
5 contract and CITY LIGHT will be provided a copy of certified test reports. CITY LIGHT shall
6 have the right to review and comment on any test reports, and the STATE shall timely address
7 each comment or issue presented by CITY LIGHT to CITY LIGHT's satisfaction.
8

9 8.6 Any and all services, including direction, provided by CITY LIGHT pursuant to this
10 section shall be subject to all limitations on the CITY's liability contained in the Phase I SDOT
11 MOA, including but not limited to Section XI, Risk Allocation.
12
13

14 9. CONSTRUCTION CHANGE ORDERS

15
16 9.1 During construction, within three (3) Business Days of receiving a proposed change to the
17 PROJECT ("Change Order"), the STATE shall transmit the proposed change to CITY LIGHT for
18 review, comment, and approval. The STATE will allow a sufficient time period for CITY LIGHT
19 to review, comment, and approve the Change Order before execution. Upon approval by CITY
20 LIGHT, the STATE shall make changes to the PROJECT, and shall make changes to the schedule
21 as necessary to respond to comments provided by CITY LIGHT. The STATE shall pay for all
22 Change Orders. No delay costs shall be paid by CITY LIGHT.
23

24 9.2 CITY LIGHT may request additions and changes to the construction contract through the
25 STATE. The STATE shall comply with the requested change provided that the change is within
26 the general scope of the PROJECT and complies with the PROJECT permits, State and/or Federal
27 law and applicable rules, codes and/or regulations. Such additions and changes may lead to
28 Change Orders, or they may lead to Betterments.

29 9.3 For purposes of this Phase I SCL MOA, a Betterment is any upgrading of the facility being
30 relocated that is not attributable to the PROJECT or PROGRAM and is made solely for the benefit
31 of and at the election of CITY LIGHT. CITY LIGHT shall be responsible for the additional
32 incremental cost of any Betterment. A decision to execute a Betterment shall be made by the
33 mutual agreement of the STATE and CITY LIGHT. Any Betterments shall require the written
34 request of CITY LIGHT.
35

36 9.3.1 Examples of work that will not constitute a Betterment, so that CITY LIGHT shall
37 not bear cost responsibility, are:

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

41 ii) Upgrades to relocated or replaced utility facilities necessary to meet current code
42 requirements and CITY LIGHT standards; or

43 iii) Work required by CITY LIGHT to maintain service capability and capacity as the
44 STATE's PROGRAM progresses.
45



1 9.4 The STATE will make available to the CITY all Change Order documentation.

2
3 **10. UTILITY INFRASTRUCTURE FINAL INSPECTION AND ACCEPTANCE**
4

5 10.1 The STATE shall notify CITY LIGHT upon completion of the PROJECT work and
6 shall invite CITY LIGHT to participate in a joint pre-final inspection of the completed work, to
7 confirm that it meets CITY LIGHT standards for CITY LIGHT purposes only. CITY LIGHT shall
8 inspect the completed PROJECT work, and shall have the right to reject construction or materials
9 which in are deficient, or which deviate from the Construction Contract Documents, the Approved
10 Plans, or any approved revisions to the Approved Plans. CITY LIGHT shall submit a written
11 response within ten (10) Business Days of the date of the pre-final inspection, notifying the
12 STATE of CITY LIGHT's willingness to accept the completed PROJECT work, or rejecting the
13 completed PROJECT work. In the event that the completed PROJECT work is rejected, such
14 response shall include written notice of any known deficiencies in said work.
15

16 10.2 The STATE shall timely address each deficiency presented by CITY LIGHT to CITY
17 LIGHT's satisfaction. Both Parties agree to act as expeditiously as possible to assure a timely
18 resolution of any deficiencies.
19

20 10.3 Once the STATE determines that it has remedied all deficiencies identified by CITY
21 LIGHT during the pre-final inspection, the STATE will invite CITY LIGHT to participate in a
22 joint final inspection of the completed work. CITY LIGHT shall submit a written response within
23 ten (10) Business Days of the date of the final inspection, notifying the STATE of CITY LIGHT's
24 willingness to accept the completed PROJECT work, or rejecting such PROJECT work and
25 notifying the STATE of any remaining known deficiencies in said work.
26

27 10.4 CITY LIGHT agrees, upon satisfactory completion of the PROJECT involved and receipt
28 of the STATE's Notice of Substantial Completion, to deliver a Letter of Acceptance, subject to
29 any contractor claims caused by the negligent acts or omissions of the STATE in administering the
30 PROJECT. The Letter of Acceptance shall signify CITY LIGHT accepting the relocated Utilities
31 for ownership, operation and maintenance, and shall signify the STATE's transfer of the relocated
32 Utilities ownership to CITY LIGHT. The Letter of Acceptance shall be jointly executed by the
33 Parties. The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY
34 LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.
35

36 10.4.1 CITY LIGHT may withhold this Acceptance of the PROJECT by submitting a
37 written notification to the STATE within 30 calendar days following the date of the
38 final inspection of the PROJECT. This notification shall include detailed reason(s)
39 for withholding the acceptance.
40

41 10.5 In instances where CITY LIGHT infrastructure built by STATE's contractor must be
42 placed into use and operation prior to PROJECT Acceptance, and after CITY LIGHT has
43 determined that this infrastructure meets with the minimum inspection and testing requirements
44 necessary for placing the infrastructure into use, CITY LIGHT will notify the STATE that it is
45 assuming interim use and operation until the STATE completes the PROJECT and CITY LIGHT
46 accepts the infrastructure.



1
2 10.6 The Parties may mutually agree to perform the pre-final inspection and final inspection
3 procedures of this Article and CITY LIGHT may issue a Letter of Acceptance for portions of the
4 PROJECT. A Letter of Acceptance shall only be issued for geographic areas in which the STATE
5 has completed all PROJECT work.
6

7
8 **11. OWNERSHIP OF RELOCATED ELECTRIC FACILITIES AND WARRANTIES**
9

10 11.1 Ownership of Improvements. Upon completion of the PROJECT outlined herein, the
11 STATE shall transfer ownership of the relocated Utilities to CITY LIGHT and CITY LIGHT shall
12 be responsible for all future operation and maintenance of the relocated Utilities at its sole cost and
13 expense, except that the STATE shall remain liable for any latent defects or warranty claims.

14 11.2 The STATE acknowledges that the relocated Utilities will be the property of the City of
15 Seattle, under CITY LIGHT's jurisdiction, upon CITY LIGHT's final acceptance and the STATE
16 warrants good title to the relocated Utilities constructed by the STATE. Upon completion, the
17 STATE shall transfer all right, title and interest it may have in the relocated Utilities to CITY
18 LIGHT.
19

20 11.3 In addition, for any design, permitting or construction of the relocated Utilities undertaken
21 by the STATE, the STATE shall require its construction contractors to provide the STATE with
22 the following warranties, each of which shall be for a minimum of one year, unless the industry
23 standard is longer: (1) any guaranty or warranty furnished as a normal trade practice in connection
24 with the purchase (by the contractor or a subcontractor) of any equipment, materials or items
25 incorporated in the PROJECT; (2) any guaranty or warranty for workmanship furnished as a
26 normal trade practice; and (3) any guaranty or warranty for transmission work furnished as a
27 normal trade practice.
28

29
30 **12. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION**
31

32 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Environmental
33 Remediation During Construction, including but not limited to all provisions in Section IV therein,
34 and such provisions shall apply equally to this Phase I SCL MOA.
35

36
37 **13. RISK ALLOCATION**
38

39 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Risk
40 Allocation and Indemnification, including but not limited to all provisions in Section XI therein,
41 and such provisions shall apply equally to this Phase I SCL MOA.
42

43
44 **14. INSURANCE**
45



1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Insurance,
2 including but not limited to all provisions in Section XII therein, and such provisions shall apply
3 equally to this Phase I SCL MOA.
4
5

6 **15. THIRD PARTY BENEFICIARY**
7

8 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Third Party
9 Beneficiary, including but not limited to all provisions in Section XIII therein, and such provisions
10 shall apply equally to this Phase I SCL MOA.
11
12

13 **16. DISPUTE RESOLUTION**
14

15 The provisions of the Phase I SDOT MOA regarding Dispute Resolution, including but not limited
16 to Section XV therein, shall apply equally to this Phase I SCL MOA.
17
18

19 **17. REMEDIES; ENFORCEMENT**
20

21 The provisions of the Phase I SDOT MOA regarding Remedies; Enforcement, including but not
22 limited to Section XVI therein, shall apply equally to this Phase I SCL MOA.
23
24
25

26 **18. TERM; TERMINATION**
27

28 The Term of this Phase I SCL MOA shall be the Term provided in Section XIX of the Phase I
29 SDOT MOA, and the provisions of the Phase I SDOT MOA regarding Termination, including but
30 not limited to Section XIX therein, shall apply equally to this Phase I SCL MOA.
31
32

33 **19. CONFIDENTIALITY OF INFORMATION AND RECORDS**
34

35 The provisions of the Phase I SDOT MOA regarding Confidentiality of Information and Records,
36 including but not limited to Section XX therein, shall apply equally to this Phase I SCL MOA.
37
38

39 **20. GENERAL PROVISIONS**
40

41 The General Provisions set forth in the Phase I SDOT MOA, including but not limited to Section
42 XXI therein, shall apply equally to this Phase I SCL MOA.
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF SEATTLE
SEATTLE CITY LIGHT

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By
Jorge Carrasco
Superintendent

By
Ron Paananen
Project Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By (print)

Signature
Assistant Attorney General

Date: _____



Exhibit A: Scope of Work

The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWV to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWV to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWV. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWV structure, between bents 119 and 118. The transmission duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWV and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.

UT01148



1 MEMORANDUM OF AGREEMENT
2 NO. UT01287
3 SR-99 ALASKAN WAY VIADUCT
4 SPU FACILITIES WORK – PHASE I
5

6 THIS Memorandum of Agreement No. UT01287, for SPU Facilities Work – Phase I
7 (“Phase I SPU MOA”) is made and entered into this _____ day of _____, 200_,
8 between the State of Washington Department of Transportation, hereinafter the
9 “STATE,” and the City of Seattle, (the “CITY”), acting by and through Seattle Public
10 Utilities, hereinafter “SPU,” collectively the “Parties” and individually the “Party.”
11

12 WHEREAS, the STATE in consultation with the City of Seattle is planning for the
13 replacement of the Alaskan Way Viaduct (“AWV”) on State Route 99, a non-limited
14 access highway, located partially in the City of Seattle; and
15

16 WHEREAS, in order to provide a transportation facility and seawall with improved
17 earthquake resistance that maintains or improves mobility and accessibility for people
18 and goods, the State and City of Seattle will implement improvement projects that
19 remove the AWV, reconfigure State Route 99 and replace the Seawall. All of these
20 projects are collectively referred to as the PROGRAM. The State and City of Seattle, in
21 conjunction with the Federal Highway Administration (FHWA), and King County, are
22 working to define a reconfigured and improved State Route 99; and
23

24 WHEREAS, the Parties are moving forward collaboratively with King County to
25 determine what the solution will be in the Central Waterfront portion of the PROGRAM,
26 but have agreed in general, on the work required at the north and south ends of the
27 PROGRAM. As directed by the Governor and the Mayor of Seattle, the State, in
28 consultation with the City, is preparing to design and construct certain Early Safety and
29 Mobility Projects at the north and south ends. These projects significantly advance the
30 PROGRAM; and
31

32 WHEREAS, the AWV structure is aging and was further weakened by the Nisqually
33 Earthquake in 2001, and because of these factors, it is vulnerable to catastrophic damage
34 during another seismic event; and
35

36 WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2)
37 self-contained, low pressure oil-filled 115kV transmission cables (collectively,
38 “Utilities”) located on the AWV structure and the Utilities are also vulnerable to damage
39 during a seismic event; and
40

41 WHEREAS, removal of the AWV structure will require the prior relocation of the
42 Utilities, regardless of whether the AWV is reconstructed with an elevated structure or
43 replaced with a tunnel or surface option; and
44

45 WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle
46 City Light electrical lines off of the AWV. Phase I of this Early Safety and Mobility



1 Project is the relocation of electrical lines between South Massachusetts Street and
2 Railroad Way South which is planned to be completed prior to another Early Safety and
3 Mobility Project, the AWW Removal from South Holgate Street to South King Street; and
4

5 WHEREAS, the Parties agree that the STATE will perform the design and construction
6 of the Utility relocation, as well as the procurement of any Utilities relocation materials
7 that are required to meet schedule requirements; and
8

9 WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31,
10 2009; and
11

12 WHEREAS, the City of Seattle owns, and SPU operates, a municipal water supply
13 system, including SPU Facilities such as hydrants, services and mains, (the "Water
14 System"), a portion of which is located approximately between South Massachusetts
15 Street and Railroad Way South; and
16

17 WHEREAS, the City of Seattle owns, and SPU operates, stormwater drainage and sewer
18 systems including SPU Facilities, (the "Drainage and Wastewater System"), a portion of
19 which is located approximately between South Massachusetts Street and Railroad Way
20 South; and
21

22 WHEREAS, under the terms of the PROJECT plans and specifications, construction
23 dewatering flows generated by the PROJECT may be discharged to SPU's Drainage and
24 Wastewater System; and
25

26 WHEREAS, SPU has an interest in ensuring discharges meet the water quality, quantity
27 and discharge location conditions outlined in the PROJECT plans and specifications; and
28

29 WHEREAS, a portion of the Water System has been identified that will need to be
30 relocated, and other portions of the Water System will require protection as part of the
31 PROJECT ("Water System Work"); and
32

33 WHEREAS, it is possible that the PROJECT may result in impacts to the Drainage and
34 Wastewater System, so that portions of it may need to be relocated or protected,
35 ("Drainage and Wastewater System Work," together with the Water System Work,
36 referred to as the "SPU Facilities Work"); and
37

38 WHEREAS, concurrently with this Phase I SPU MOA, the STATE and CITY are
39 entering into a Memorandum of Agreement, No. GCA 5680, for Property, Environmental
40 Remediation, Permitting, and Construction Coordination Agreement for Electrical Utility
41 Relocation – Phase I ("Phase I SDOT MOA"); and
42

43 WHEREAS, concurrently with this Phase I SPU MOA, the STATE and CITY, through
44 Seattle City Light, are entering into a Memorandum of Agreement, No. UT01148, for
45 Preliminary Engineering, Final Design, Procurement of Materials and Construction for
46 Electrical Utility Relocation – Phase I ("Phase I SCL MOA");



1
2 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
3 performances contained herein, or attached and incorporated and made a part hereof,
4

5 IT IS MUTUALLY AGREED AS FOLLOWS:
6

7 **1. DEFINITIONS**
8

9 1.1 Approved Plans means the documents and drawings approved by the City of
10 Seattle, through the processes described in Section 7 of the Phase I SCL MOA, Section 4
11 of the Phase I SPU MOA, and Article VI of the Phase I SDOT MOA, and approved by
12 the CITY through the Street Use Permit issuance process described in Article VI of the
13 Phase I SDOT MOA.
14

15 1.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access
16 highway, over a portion of a CITY Street Right of Way and located partially in the City
17 of Seattle.
18

19 1.3 Betterment, for purposes of this Phase I SPU MOA, means any upgrading of the
20 facility being relocated that is not attributable to the PROJECT OR PROGRAM and is
21 made solely for the benefit of and at the election of SPU. SPU shall be responsible for the
22 additional incremental cost of any Betterment. Examples of work that will not constitute
23 a Betterment, so that SPU shall not bear cost responsibility, are:

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

28 ii) Upgrades to relocated or replaced utility facilities necessary to meet current
29 code requirements and SPU standards; or

30 iii) Work required by SPU to maintain service capability and capacity as the
31 STATE's PROGRAM progresses.
32

33 1.4 Business Days means Monday through Friday, inclusive, except for official City
34 of Seattle holidays.
35

36 1.5 CITY means the City of Seattle, a Washington municipal corporation, acting
37 through SDOT.
38

39 1.6 City Construction Project Engineer means the person designated by the City to act
40 as the City's primary representative in matters arising during the course of construction.
41

42 1.7 City of Seattle means the City of Seattle, a Washington municipal corporation.
43

44 1.8 Construction Contract Documents means the provisions and documents that
45 evidence the agreement between the STATE and its contractors for construction of the
46 PROJECT.



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1.9 Contract Award means the STATE's written decision accepting the lowest responsive bid for construction of the PROJECT.

1.10 Designated Representative means the SPU official listed in Section 3.2 of this Phase I SPU MOA.

1.11 Drainage and Wastewater System means the stormwater drainage and sewer systems, including SPU Facilities, owned by the City of Seattle and operated by SPU.

1.12 Drainage and Wastewater System Work means work resulting from impacts of the PROJECT to the Drainage and Wastewater System, so that portions of it may need to be relocated or protected.

1.13 Engineer of Record means the engineer licensed in the State of Washington who has been commissioned by the STATE as the prime engineer of the PROJECT, having overall responsibility for the adequacy of the design and the coordination of the design work of other engineers and whose professional seal is on the Construction Contract Documents.

1.14 Letter of Acceptance means the written document prepared by the CITY and delivered to the STATE that signifies CITY approval of PROJECT infrastructure built by the STATE's contractor; the issuance and acknowledgment of the instrument effects transfer of infrastructure ownership and obligations for operation and maintenance as agreed by the Parties.

1.15 Letter of Plan Approval means a letter from the CITY that signifies the CITY's approval of the design of the PROJECT. The Letter of Plan Approval also represents CITY LIGHT's approval for CITY LIGHT purposes only, and represents that the STATE has addressed CITY LIGHT's comments to CITY LIGHT's satisfaction. The Letter of Plan Approval also represents SPU's approval for SPU purposes only, and represents that the STATE has addressed SPU's comments to SPU's satisfaction. The Letter of Plan Approval does not authorize construction and does not constitute approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or assurance that the design or plans comply with applicable laws, regulations, ordinances or codes, nor shall the Letter of Plan approval be construed to authorize any failure to comply with any of the foregoing.

1.16 Notice of Substantial Completion means a written statement by the STATE to its contractor that construction and installation of the PROJECT work has progressed in compliance with the Construction Contract Documents, including the Approved Plans and any approved revisions to those plans to the extent that the STATE has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, or correction or repair remains to physically complete the PROJECT.



1 1.17 Phase I SCL MOA means the Memorandum of Agreement, No. UT01148, SR-99
2 Alaskan Way Viaduct, Preliminary Engineering, Final Design, Procurement of Materials
3 and Construction for Electrical Utility Relocation – Phase I between the STATE and City
4 of Seattle acting through CITY LIGHT.

5
6 1.18 Phase I SDOT MOA means the Memorandum of Agreement, No. GCA 5680, SR-
7 99 Alaskan Way Viaduct, Property, Environmental Remediation, Permitting, and
8 Construction Coordination Agreement for Electrical Utility Relocation – Phase I between
9 the STATE and the City of Seattle acting through SDOT.

10
11 1.19 Phase I SPU MOA means this Memorandum of Agreement, No. UT01287, for
12 SPU Facilities Work – Phase I, between the STATE and the City of Seattle acting by and
13 through Seattle Public Utilities.

14
15 1.20 Plan Review Package means the plans, specifications, necessary supplemental
16 information including but not limited to field reconnaissance studies and calculations, and
17 any corrections previously requested by the City of Seattle to be submitted by the STATE
18 to the City of Seattle for review prior to issuance of a Letter of Plan Approval and Street
19 Use Permits.

20
21 1.21 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT
22 engineering after the Preliminary Engineering, which advances the PROJECT design by
23 preparing contract-ready documents and the engineer’s cost estimate. At this stage the
24 specifications are written and tailored to the plans so that all work can be measured and
25 has a pay item. The cost estimate is formalized using the established specifications, pay
26 items and quantity takeoffs, for 60% through 100% completion of the total design effort.

27
28 1.22 Preliminary Engineering means the portion of the PROJECT engineering
29 succeeding conceptual engineering, which advances the PROJECT design to address
30 Type, Size, and Location (“TS&L”) for all components of the PROJECT including the
31 final Utilities relocation. Typically this effort includes work that advances the design
32 from nominally 30% up to nominally 60% of the total design effort.

33
34 1.23 PROGRAM means all of the projects, collectively, implemented by the STATE
35 that remove and replace the AWW and the Seawall.

36
37 1.24 PROJECT means the construction of new utility facilities, the removal and
38 relocation of certain utilities from the existing AWW to underground locations,
39 modifications to existing substations in order to accommodate the relocation of the
40 network feeders and transmission cables, and Remediation, as more particularly
41 described in the “Scope of Work” attached as Exhibit B to the Phase I SDOT MOA, as
42 Exhibit A to the Phase I SCL MOA, and as Exhibit A to this Phase I SPU MOA, and
43 incorporated herein by reference.
44



1 1.25 PROJECT SCHEDULE means the schedule of design, permitting and
2 construction events presented in **Exhibit C** to the Phase I SDOT MOA and agreed to by
3 the Parties, as it may be amended from time to time by agreement of the Parties.
4

5 1.26 Scope of Work means the work agreed to by the Parties attached as Exhibit B to
6 the Phase I SDOT MOA, as Exhibit A to the Phase I SCL MOA, and as Exhibit A to this
7 Phase I SPU MOA.
8

9 1.27 SDOT means the Seattle Department of Transportation.
10

11 1.28 SCL means Seattle City Light.
12

13 1.29 SPU means Seattle Public Utilities.
14

15 1.30 SPU Facilities Work means the Water System Work and any Drainage and
16 Wastewater System Work.
17

18 1.31 STATE Designated Representative means the State of Washington official listed
19 in Section XVII of the Phase I SDOT MOA.
20

21 1.32 Utilities means the segments of the five (5) 13.8 kV network express feeders and
22 two (2) self-contained, oil-filled 115 kV transmission cables located on the AWV
23 structure between South Massachusetts Street and Railroad Way South that are required
24 to be relocated prior to the removal of the AWV, and all necessary modifications to CITY
25 LIGHT substations required to accommodate the relocation of the such network feeders
26 and transmission cables.
27

28 1.33 Utility Easement means a perpetual easement over STATE acquired real property
29 for the operation, maintenance, repair and replacement of the relocated Utilities.
30

31 1.34 Water System means the municipal water supply system owned by the City of
32 Seattle and operated by Seattle Public Utilities, including SPU Facilities such as hydrants,
33 services and mains.
34

35 1.35 Water System Work means the identified portion of the Water System that will
36 need to be relocated, and other portions of the Water System that will require protection
37 as part of the PROJECT.
38

39 40 **2. STATE AND SPU RESPONSIBILITIES FOR SPU FACILITIES WORK**

41 42 **2.1 STATE RESPONSIBILITIES**

43
44 2.1.1 The STATE shall obtain all permits and approvals required by federal, state and
45 local laws and requirements, for the SPU Facilities Work, including SPU crew work, and
46 shall provide for review by SPU all permits that need to be obtained on SPU's behalf.

1
2 2.1.2 The STATE shall perform all SPU Facilities Work indicated in the Construction
3 Contract Documents, unless specifically designated on the plans as work done by others.
4

5 2.1.3 The STATE shall provide SPU with an overall schedule for the SPU Facilities
6 Work, and shall coordinate with SPU to schedule shutdowns and SPU crew work.
7

8 2.1.4 The STATE shall provide all labor, materials, equipment, and tools required to
9 excavate, provide trench support systems, and handle and dispose of all spoils (including
10 contaminated soils, groundwater, and other debris), and provide a safe workplace for
11 SPU staff per applicable State and Federal laws, and City of Seattle standards, for the
12 SPU Facilities Work in accordance with the Approved Plans. The STATE will not
13 provide personal protective equipment for SPU staff.
14

15 2.1.5 The STATE shall restore the site after the completion the SPU Facilities Work, in
16 accordance with the Approved Plans.
17

18 2.1.6 The STATE shall prepare and implement all traffic control plans.
19

20 2.1.7 The STATE shall provide SPU with material submittals for SPU review per City
21 of Seattle Standard Specifications, and shall respond in a timely manner to all SPU
22 review comments on Change Orders, Contractor submittals, and design discrepancies,
23 pursuant to Sections 4 and 8 herein.
24

25 2.1.8 The STATE shall resolve field problems found by SPU's On-Site Inspector
26 pursuant to Section 10 herein.
27

28 2.1.9 The STATE shall initiate and coordinate pre-final and final inspections of the
29 SPU Facilities Work and follow through with completion of items listed on SPU's punch
30 list which will be based on the Construction Contract Documents, the Approved Plans,
31 and any approved revisions to the Approved Plans for the SPU Facilities Work.
32

33 2.1.10 The STATE shall prepare and deliver to SPU "as-built" drawings of all SPU
34 Facilities Work, for SPU's permanent records, within six (6) months of SPU's acceptance
35 of the SPU Facilities Work.
36

37 **2.2 SPU RESPONSIBILITIES**
38

39 2.2.1 SPU shall review Contractor submittals relating to the SPU Facilities Work, and
40 respond in a timely manner to requests for information, utility conflicts, and other similar
41 issues affecting the SPU Facilities Work.
42

43 2.2.2 For new water main connections, SPU shall perform the pipework to connect the
44 new water main to the existing Water System per City of Seattle Standard Plan No. 300.
45 The STATE will notify SPU 30 calendar days prior to the need for this work. SPU will



1 endeavor to complete the work within 24 hours of time the STATE has requested the
2 work to be done.

3
4 2.2.3 For new Drainage and Wastewater System connections, SPU shall core drill and
5 install all tees per City of Seattle Standard Specification 7-17.3(2)C, Plugs and
6 Connections. The STATE will notify SPU 30 calendar days prior to the need for this
7 work. SPU will endeavor to complete the work within 24 hours of time the STATE has
8 requested the work to be done.

9
10
11 2.2.4 SPU shall perform periodic inspection on joint bonding installed on new water
12 mains and test isolation couplings at connections of new water mains to existing water
13 mains. SPU shall also perform tests on all cathodic test stations on the new water mains
14 for electrical continuity. SPU shall obtain water samples from the new water mains after
15 they have been chlorinated and flushed by the STATE or its Contractor in accordance
16 with City of Seattle Standards, and shall perform tests on the water sample for purity.

17
18 2.2.5 SPU staff and consultants will consult with the STATE Construction Project
19 Engineer during the evaluation of the quality of the infrastructure being built by the
20 STATE's contractor. The presence and contribution of SPU staff and consultants is for
21 the sole benefit of SPU and shall not in any way relieve the STATE from its duty to
22 comply with this Phase I SPU MOA, and all permits, statutes, laws, regulations and
23 ordinances.

24
25 2.2.6 SPU shall perform shutdowns of the Water System to its affected customers and
26 shall notify these customers of such planned service interruptions.

27
28 2.2.7 SPU shall perform all connections, valve operations, and disconnections for
29 permanent and temporary water systems as needed.

30
31 2.2.8 SPU shall prepare a punch list for corrective action for the SPU Facilities Work,
32 based on the final inspection of the SPU Facilities Work performed by the STATE. The
33 punch list will be based on the Construction Contract Documents, the Approved Plans,
34 and any approved revisions to the Approved Plans for the SPU Facilities Work,

35
36
37 **3. NOTICES AND DESIGNATED REPRESENTATIVES**

38
39 3.1 Any notice required or permitted to be given pursuant to this Agreement shall be
40 in writing and shall be sent postage prepaid by U.S. Mail to the Designated
41 Representatives.

42
43 3.2 The Designated Representatives for each Party are as follows:

44
45 Project Engineer, Utilities
46 Alaskan Way Viaduct & Seawall Replacement Program



1 Washington State Department of Transportation
2 999 3rd Avenue, Suite 2424
3 Seattle, WA 98104

4
5 Project Manager, Alaskan Way Viaduct & Seawall Replacement Program
6 Seattle Public Utilities
7 P.O. Box 34018
8 700 Fifth Avenue, Suite 4900
9 Seattle, WA 98124-4018

10
11
12 **4. DESIGN & PLAN SUBMITTAL, REVIEW AND RESPONSE PROCESS**

13
14 **Design & Design Documents**

15
16 4.1 The Parties agree to work cooperatively with each other and in good faith to
17 endeavor to timely and expeditiously complete the PROJECT design in accordance with
18 the PROJECT SCHEDULE. The STATE will take the lead in coordinating regular
19 communications and meetings between SPU and the STATE in this endeavor.

20
21 4.2 The STATE agrees to work in collaboration with City of Seattle regulatory,
22 SDOT, CITY LIGHT and SPU staff and shall submit the PROJECT Preliminary
23 Engineering; Plans, Specifications and Estimate (PS&E); and Construction Contract
24 Documents to SPU for review pursuant to the procedures outlined in this Phase I SPU
25 MOA, the Phase I SDOT MOA, and the Phase I SCL MOA.

26
27 4.3 The STATE agrees to seek input from SPU in the early stages of Preliminary
28 Engineering, preparation of PS&E, and throughout the PROJECT design and permitting
29 process.

30
31 4.4 The design and construction of SPU infrastructure shall conform to all City of
32 Seattle laws, rules, regulations and standards and all applicable federal and state laws,
33 rules, regulations and standards, including but not limited to the following, except as
34 otherwise established in this Agreement:

35
36 4.4.1 The Seattle Municipal Code

37 4.4.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
38 Construction, current edition.

39 4.4.3 City of Seattle Standard Plans for Municipal Construction, current edition.

40 4.4.4 SDOT, CITY LIGHT, DPD and SPU Director's Rules

41
42 4.5 The STATE agrees to submit contract specifications for the PROJECT in a format
43 developed to conform with Federal, State and City of Seattle standards, as these
44 specifications will be used for the STATE construction contract bid package.

45



1 4.6 In accordance with the SR 99 Alaskan Way Viaduct & Seawall Replacement
 2 Project CADD Manual Revision 1.0, Appendix B: UTILITY City of Seattle Plan Set
 3 Preparation, dated June 2006, the STATE's plans (contract drawings) and As-Built for
 4 the PROJECT shall be drafted to a drafting standard that has been developed to conform
 5 with Federal, State and City of Seattle standards, as these plans will be used for both the
 6 STATE Construction Contract Documents and the City of Seattle's plan approval,
 7 permitting, and archival process. The PROJECT drafting standard shall reflect, both
 8 graphically and digitally, the City of Seattle computer aided drafting (CADD) standards
 9 for all City of Seattle infrastructure to be constructed as part of the PROJECT.

10
 11 4.7 The Parties agree that the Approved Plans shall be stamped by the STATE's
 12 Design Consultant as Engineer of Record. The STATE is responsible for ensuring that
 13 permit applications and plans meet City of Seattle regulatory standards.
 14

15 **Plan Review**

16
 17 4.8 The STATE shall submit to SPU clear and complete plans, specifications, and the
 18 necessary supplemental information such as field reconnaissance studies and calculations
 19 in a manner that will allow CITY departments sufficient time to review the applications
 20 and plans. As the remaining submittals for the PROJECT are limited to the 90% and the
 21 100% Agency Reviews, SPU agrees to twenty-five (25) Business Days for review of the
 22 90% submittal and fifteen (15) Business Days for the 100% submittal. However, the
 23 number of review days will increase if multiple submittals are received by SPU per the
 24 table below.

Submittal Phase	Number of Business Days per Number of Design Review Plan Review Packages Under Review		
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

25
 26 4.9 SPU's review period begins with the receipt by SPU of the 90% Plan Review
 27 Package and for the 100% Plan Review Package, with receipt by SPU of the 100% Plan
 28 Review Package and ends when SPU's final comment document is submitted to the
 29 STATE electronically in a Microsoft Excel document format.
 30

31 4.10 The STATE shall hand deliver the 90% and 100% Plan Review Package to SPU's
 32 Designated Representative or other officials designated by SPU for review and comment.
 33 For purposes of this Section, the Plan Review Package includes the plans, specifications,
 34 necessary supplemental information such as field reconnaissance studies and calculations,
 35 and corrections previously requested by SPU. The STATE shall submit to City of Seattle
 36 35 half-scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-
 37 scale (11 inch by 17 inch) copies of the 100% Plan Review Package.
 38



1 4.11 The STATE agrees to establish and provide to SPU a target schedule for the
2 STATE's submittals to SPU as soon as such schedule is available. The STATE shall
3 notify SPU of any proposed schedule modifications. If the STATE determines that it
4 cannot meet the anticipated dates, the STATE shall provide to SPU's Designated
5 Representative a revised submittal schedule as soon as possible after delay is known or
6 anticipated.

7
8 4.12 The STATE shall notify SPU's Designated Representative fifteen (15) Business
9 Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review
10 Package will be transmitted as scheduled or to establish a deferred date so that SPU staff
11 can be appropriately scheduled for the 90% review.

12
13 4.13 SPU's Designated Representative will work with the CITY departments to
14 identify deficiencies in the STATE's 90% Plan Review Package. SPU reviewers will
15 describe the deficiencies in writing in sufficient detail to enable the STATE to revise the
16 plans in a manner that brings them into compliance with SPU requirements. All
17 comments from SPU reviewers will be incorporated into one Microsoft Excel document.
18 SPU's Designated Representative, or other official designated by SPU, will reconcile and
19 resolve conflicting comments from SPU reviewers prior to submitting formal comments
20 to the STATE within the agreed timeframe.

21
22 4.14 The STATE shall provide a written response to SPU for every written comment
23 submitted by SPU.

24
25 4.15 The STATE shall work with SPU staff to resolve all issues to SPU's satisfaction
26 and address every SPU comment on the 90% Plan Review Package to SPU's satisfaction
27 through one-on-one meetings with SPU staff and making additional plan sheet revisions.
28 If such meetings and revisions do not resolve all SPU issues to SPU's satisfaction within
29 30 calendar days, the remaining issues will be considered a dispute and resolved in
30 accordance with Article XV – Dispute Resolution of the Phase I SDOT MOA.

31
32 4.16 Both SPU and STATE shall work collaboratively to resolve issues in a timely
33 manner prior to the STATE delivering the 100% Plan Review Package to SPU for
34 approval. Once the STATE has demonstrated that all SPU's 90% Plan Review Package
35 review comments have been addressed to SPU's satisfaction, SPU shall provide the
36 STATE with a written request to submit the 100% Plan Review Package for final review
37 and plan approval.

38
39 4.17 SPU will coordinate a final check of the 100% Plan Review Package to confirm
40 that the 100% Plan Review Package adequately addresses SPU comments. Upon such
41 confirmation, SPU will notify SDOT of SPU's approval of the design and request that
42 SDOT issue a Letter of Plan Approval. SPU's request for the issuance of a Letter of Plan
43 Approval constitutes SPU's approval for SPU's purposes only, and represents that the
44 STATE has addressed SPU's comments to SPU's satisfaction. Said Letter of Plan
45 Approval does not authorize construction and does not constitute approval of the City of
46 Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or



1 assurance that the design or plans comply with applicable laws, regulations, ordinances or
2 codes, nor shall the Letter of Plan approval be construed to authorize any failure to
3 comply with any of the foregoing.
4
5

6 **5. FUNDING OF SPU FACILITIES WORK**

7

8 5.1 The STATE shall pay for all costs of the SPU Facilities Work performed by the
9 STATE or its Contractor, as set forth in the Approved Plans, without reimbursement from
10 SPU, including Change Orders pursuant to Section 7.1, except as outlined in Section 7.3.
11 No delay costs shall be paid for by SPU. SPU will be responsible for costs associated
12 with SPU staff or SPU consultants and SPU administrative overhead.
13

14 5.2 SPU Financial Contribution. SPU will be required to provide staff in the
15 performance of their roles and responsibilities as outlined above. The costs associated
16 with SPU staff time will be calculated and the amount will be a credit to SPU as part of
17 their financial contribution to the PROJECT.
18
19

20 **6. CONTRACT MANAGEMENT AND CONTRACT ADMINISTRATION**

21

22 6.1 The STATE shall comply with all provisions of the Phase I SDOT MOA
23 regarding Contract Management and Contract Administration for the PROJECT,
24 including but not limited to Section VIII therein, and such provisions shall apply equally
25 to this Phase I SPU MOA.
26
27

28 **7. CHANGE ORDERS**

29

30 7.1 During construction, within three (3) Business Days of receiving a proposed
31 change from what is specified in the Approved Plans that affects an SPU facility, or a
32 change to the PROJECT that further impacts the SPU Water System or the Drainage and
33 Wastewater System ("Change Order"), the STATE shall transmit the proposed change to
34 SPU for review, comment, and approval. The STATE will allow a sufficient time period
35 for SPU to review, comment, and approve the Change Order before execution. Upon
36 written approval by SPU, the STATE shall make changes to the Approved Plans that
37 impact SPU Facilities, and shall make changes to the schedule as necessary to respond to
38 comments provided by SPU. The STATE shall pay for all Change Orders. No delay
39 costs shall be paid by SPU.
40

41 7.2 SPU may request additions and changes to the Water System and/or the Drainage
42 and Wastewater System Work through the STATE. The STATE shall comply with the
43 requested additions provided that the change is within the general scope of the PROJECT
44 and complies with the PROJECT permits, State and/or Federal law and applicable rules,
45 codes and/or regulations. Such additions and changes may lead to Change Orders, or they
46 may lead to Betterments.

1 7.3 For purposes of this Phase I SPU MOA, a Betterment is any upgrading of the
2 facility being relocated that is not attributable to the PROJECT or PROGRAM and is
3 made solely for the benefit of and at the election of SPU. SPU shall be responsible for the
4 additional incremental cost of any Betterment. A decision to execute a Betterment shall
5 be made by the mutual agreement of the STATE and SPU. Any Betterments shall require
6 the written request of SPU.

7
8 7.3.1 Examples of work that will not constitute a Betterment, so that SPU shall
9 not bear cost responsibility, are:

10 i) If existing devices or materials are no longer regularly manufactured or cannot
11 be obtained in time to meet the PROJECT schedule, needs or requests by the STATE,
12 then devices or materials of equivalent standards although not identical, of the next
13 highest grade or size;

14 ii) Upgrades to relocated or replaced utility facilities necessary to meet current
15 code requirements and SPU standards; or

16 iii) Work required by SPU to maintain service capability and capacity as the
17 STATE's PROGRAM progresses.

18
19 **8. PROTECTION OF SPU FACILITIES ACCESS**

20
21 8.1 Neither the STATE nor its Contractor shall require SPU to interrupt water service
22 without (i) written notice to SPU at least fourteen (14) calendar days prior to the planned
23 interruption and (ii) SPU's written approval. SPU may restrict water service
24 interruptions to the extent necessary to maintain Water System operations and adequate
25 water supply to customers. Under no circumstances shall the STATE, its Contractor, or
26 anyone other than SPU personnel, damage, repair, modify or operate any portion of the
27 existing water system including but not limited to water services, water mains, valves,
28 test stations, and meters.

29
30 8.2 The STATE shall ensure that SPU's access to existing and newly installed
31 hydrants, meters, valves, or similar surface Water System Facilities, and Drainage and
32 Wastewater System Facilities, is maintained 24 hours a day, 7 days a week, unless
33 different arrangements have been agreed to in advance and in writing by the Parties. For
34 purposes of this Phase I SPU MOA, "access" shall mean that the hydrants, meters,
35 valves, or similar surface Water System Facilities, and Drainage and Wastewater System
36 Facilities shall not be blocked, covered or otherwise inaccessible to SPU.

37
38 8.3 SPU shall have the right to enter the PROJECT site at any time to operate and
39 maintain the Water System or the Drainage and Wastewater System, to inspect or observe
40 the Water System Work or any Drainage and Wastewater System Work performed by the
41 Contractor, or to perform the Water System Work or any Drainage or Wastewater System
42 Work for which SPU is responsible.

43
44 8.4 In the event that the STATE needs entry into any SPU Facility or property held
45 under the jurisdiction of SPU, the STATE shall apply for an SPU permit.



1
2 **9. SPU ACCESS AND INSPECTION**
3

4 9.1 The STATE shall provide SPU with 24 hour, 7 days a week, safe access to any
5 construction and staging areas that relate to the Water System Work and any Drainage
6 and Wastewater System Work. SPU staff, other than SPU's On-Site Inspector, will notify
7 the STATE in advance of their arrival on site except in the case of emergency.
8

9 9.2 The STATE agrees and acknowledges that SPU shall have an On-Site Inspector,
10 as SPU determines necessary, during the construction. The STATE agrees and
11 acknowledges the SPU's On-Site Inspector shall (a) have timely and complete access to
12 the construction work associated with the Water System and Drainage and Wastewater
13 System Work; (b) be timely informed of all relevant construction timelines associated
14 with such work; and (c) have the authority to reject and have corrected and/or replaced
15 any construction or materials deemed to be deficient, or which deviate from the
16 Construction Contract Documents, the Approved Plans, or any approved revisions to the
17 Approved Plans. In such instances, SPU's On-Site Inspector, or SPU's Project Manager
18 will immediately direct comments and issues to the STATE's Construction Project
19 Engineer or his designated representative, which will be followed up in writing as soon as
20 possible but no later than ten (10) Business Days of the date of any inspection. The
21 STATE shall promptly address each comment or issue presented by SPU to SPU's
22 satisfaction. SPU staff will continue to be supervised by SPU management.
23

24 9.3 The STATE shall provide SPU with timely notice upon commencement and
25 completion of all material stages of the Water System Work and any Drainage and
26 Wastewater System Work, and shall invite SPU to inspect such work upon completion of
27 any material stage. The STATE shall provide at least five (5) Business Days notice for
28 each inspection. SPU shall submit a complete list of any concerns or deficiencies to the
29 STATE within ten (10) Business Days of the date of any inspection. The STATE shall
30 timely address each comment or issue presented by SPU to SPU's satisfaction. Both
31 Parties agree to act as expeditiously as possible to assure a timely resolution of any
32 deficiencies.
33

34 9.4 SPU shall observe the work performed by the STATE for quality assurance. SPU
35 may notify the STATE if defective Water System Work or Drainage and Wastewater
36 System Work is observed, such as improper installation or unsafe conditions. The
37 Contractor shall, upon STATE notification, with SPU concurrence, promptly take
38 whatever actions necessary to remedy the problem. If necessary, SPU shall have the right
39 to require the STATE's Project Engineer to stop work on Water System Work or the
40 Drainage and Wastewater System Work if conditions are unsafe or the Water System
41 Work or the Drainage and Wastewater System Work is being performed in a manner
42 inconsistent with this Phase I SPU MOA (including the use of improper methods or
43 materials) or applicable regulations or SPU policies; provided that SPU agrees it will not
44 unreasonably interrupt or hinder the PROJECT.
45



1 9.4 Any and all services, including direction, provided by SPU pursuant to this
2 section shall be subject to all limitations on the CITY's liability contained in the Phase I
3 SDOT MOA, including but not limited to Section XI, Risk Allocation.
4

5 **10. SPU FACILITIES FINAL INSPECTION AND ACCEPTANCE**
6

7 10.1 The STATE shall notify SPU upon completion of the SPU Facility's Work
8 necessary for the PROJECT and shall invite SPU to participate in a joint pre-final
9 inspection of the completed work, to confirm that it meets SPU standards and otherwise
10 for SPU purposes only. SPU shall inspect the completed SPU Facilities Work, and shall
11 have the right to reject construction or materials which are deficient, or which deviate
12 from the Construction Contract Documents, the Approved Plans, or any approved
13 revisions to the Approved Plans. SPU shall submit a written response within ten (10)
14 Business Days of the date of the pre-final inspection, notifying the STATE of SPU's
15 willingness to accept the completed SPU Facilities Work, or rejecting the completed SPU
16 Facilities Work. In the event that the completed SPU Facilities Work is rejected, such
17 response shall include written notice of any known deficiencies in said work.
18

19 10.2 The STATE shall timely address each deficiency presented by SPU to SPU's
20 satisfaction. Both Parties agree to act as expeditiously as possible to assure a timely
21 resolution of any deficiencies.
22

23 10.3 Once the STATE determines that it has remedied all deficiencies identified by
24 SPU during the pre-final inspection, the STATE will invite SPU to participate in a joint
25 final inspection of the completed SPU Facilities Work. SPU shall submit a written
26 response within ten (10) Business Days of the date of the final inspection, notifying the
27 STATE of SPU's willingness to accept the completed SPU Facilities Work, or rejecting
28 such SPU Facilities Work and notifying the STATE of any remaining known deficiencies
29 in said work.
30

31 10.4 SPU agrees, upon satisfactory completion of the SPU Facilities Work, to deliver a
32 Letter of Acceptance, subject to any contractor claims caused by the negligent acts or
33 omissions of the STATE in administering the SPU Facilities Work. The Letter of
34 Acceptance shall signify SPU accepting the relocated SPU Facilities for ownership,
35 operation and maintenance, and shall signify the STATE's transfer of the SPU Facilities
36 ownership to SPU. The Letter of Acceptance shall be jointly executed by the Parties.
37 The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY
38 LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.
39

40 10.4.1 SPU may withhold this Acceptance of the SPU Facilities Work by
41 submitting a written notification to the STATE within 30 calendar days following final
42 inspection of the SPU Facilities Work. This notification shall include detailed reason(s)
43 for withholding the acceptance.
44

45 10.5 In instances where SPU infrastructure built by the STATE's contractor must be
46 placed into use and operation prior to PROJECT Acceptance, and after SPU has



1 determined that this infrastructure meets with the minimum inspection and testing
2 requirements necessary for placing the infrastructure into use, SPU will notify the
3 STATE that it is assuming interim use and operation until the STATE completes the
4 PROJECT and SPU accepts the infrastructure.
5

6 10.6 The Parties may mutually agree to perform the pre-final inspection and final
7 inspection procedures of this Article and SPU may issue a Letter of Acceptance for
8 portions of the PROJECT. A Letter of Acceptance shall only be issued for distinct
9 geographic areas in which the STATE has completed all PROJECT work.
10

11 **11. OWNERSHIP OF IMPROVEMENTS AND WARRANTIES**

12
13 11.1 Upon completion of the SPU Facilities Work and upon SPU's Acceptance as
14 outlined herein, the STATE shall transfer ownership of the SPU Facilities to SPU, shall
15 warrant good title to the SPU Facilities constructed by the STATE, and shall transfer all
16 right, title and interest it may have in the SPU Facilities to SPU. SPU shall be responsible
17 for all future operation and maintenance of the SPU Facilities at its sole cost and expense,
18 except that the STATE shall remain liable for any latent defects or warranty claims.

19 11.2 In addition, for any design, permitting or construction of the SPU Facilities Work
20 undertaken by the STATE, the STATE shall require its construction contractors to
21 provide the STATE with the following warranties, each of which shall be for a minimum
22 of one year, unless the industry standard is longer: (1) any guaranty or warranty furnished
23 as a normal trade practice in connection with the purchase (by the contractor or a
24 subcontractor) of any equipment, materials or items incorporated in the SPU Facilities
25 Work; and (2) any guaranty or warranty for workmanship furnished as a normal trade
26 practice.

27 **12. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION**

28
29
30 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
31 Environmental Remediation During Construction, including but not limited to all
32 provisions in Section IV therein, and such provisions shall apply equally to this Phase I
33 SPU MOA.
34

35 **13. RISK ALLOCATION**

36
37
38 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Risk
39 Allocation and Indemnification, including but not limited to all provisions in Section XI
40 therein, and such provisions shall apply equally to this Phase I SPU MOA.
41

42 **14. INSURANCE**

43
44

1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
2 Insurance, including but not limited to all provisions in Section XII therein, and such
3 provisions shall apply equally to this Phase I SPU MOA.
4
5

6 **15. THIRD PARTY BENEFICIARY**
7

8 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Third
9 Party Beneficiary, including but not limited to all provisions in Section XIII therein, and
10 such provisions shall apply equally to this Phase I SPU MOA.
11

12 **16. DISPUTE RESOLUTION**
13

14 The provisions of the Phase I SDOT MOA regarding Dispute Resolution, including but
15 not limited to Section XV therein, shall apply equally to this Phase I SPU MOA.
16
17

18 **17. REMEDIES; ENFORCEMENT**
19

20 The provisions of the Phase I SDOT MOA regarding Remedies; Enforcement, including
21 but not limited to Section XVI therein, shall apply equally to this Phase I SPU MOA.
22
23

24 **18. TERM; TERMINATION**
25

26 The Term of this Phase I SPU MOA shall be the Term provided in Section XIX of the
27 Phase I SDOT MOA, and the provisions of the Phase I SDOT MOA regarding
28 Termination, including but not limited to Section XIX therein, shall apply equally to this
29 Phase I SPU MOA.
30
31

32 **19. CONFIDENTIALITY OF INFORMATION AND RECORDS**
33

34 The provisions of the Phase I SDOT MOA regarding Confidentiality of Information and
35 Records, including but not limited to Section XX therein, shall apply equally to this
36 Phase I SPU MOA.
37
38

39 **20. GENERAL PROVISIONS**
40

41 The General Provisions set forth in the Phase I SDOT MOA, including but not limited to
42 Section XXI therein, shall apply equally to this Phase I SPU MOA.
43
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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

SEATTLE PUBLIC UTILITIES

**WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By (print)

Signature
Assistant Attorney General

Date: _____



Exhibit A: Scope of Work

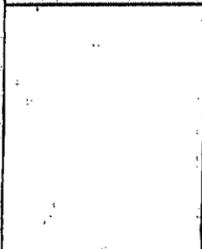
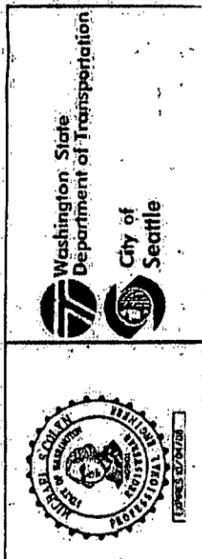
The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWV to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWV to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWV. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWV structure, between bents 119 and 118. The transmission duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWV and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.

UT01287



South Royal Brougham Way
Restoration Plans
Sheet 1 of 3
ATTACHMENT 4



FILE NAME	c:\1A\wrt\p\wrt\1A\WY\City\m\rdms0465916007300ALLRD173.dwg		
DATE	TIME	FED AID PROJ. NO.	STATE
3/7/2008	1:37:06 PM		10 WASH
DESIGNED BY	colym	JOB NUMBER	06A601
ENTERED BY	J. DANIELSON	CONTRACT NO.	
CHECKED BY	D. CHAPPEL	LOCATION NO.	
PROJ. ENGR.	M. ANDERSON		
REGIONAL ADM.	G. STONE		
REVISION	DATE	BY	

NOTES:

- REFER TO SP173.1 TO SP173.2 FOR SITE PREPARATION AND STAGED CONSTRUCTION REQUIREMENTS.
- REFER TO ULP173 FOR DUCT BANK ALIGNMENTS.
- SEE DECP173.1 FOR TESC REQUIREMENTS.
- REFER TO RW173 FOR CONSTRUCTION LIMITS.
- REFER TO UCP173 FOR PROPOSED STORM DRAIN REMOVALS AND INSTALLATIONS.
- APPLY TACK COAT ON ALL PAVED SURFACES ON WHICH ANY COURSE OF HMA IS TO BE PLACED OR ABUTTED.
- REFER TO GENERAL NOTES AND LEGEND ON RD001.
- AT TREE LOCATIONS BLOCK OUT MIN. 24 SQUARE FOOT TREE PITS OR MATCH EXISTING PITS. WHATEVER IS GREATER. PROVIDE TOP SOIL TYPE C TO MATCH ADJACENT PAVEMENT ELEVATION.
- REFER TO RD501 AND RD502 FOR ROADWAY PROFILE AND SECTIONS.
- ADJUST TRAFFIC SIGNAL HANDHOLE TO PROPOSED GRADE. EXTEND ALL EXISTING CONDUIT RISER STUDS WITHIN THE HANDHOLE TO 6" BELOW TOP OF THE PROPOSED LID. ELEVATION BY USING SPLIT CONDUIT AND SPLIT COUPLINGS. MATCHING EXISTING SIZE AND TYPE BACKFILL WITH CRUSHED AGGREGATE BASE COURSE TO 12" BELOW TOP OF HANDHOLE. NO EXISTING CABLES ARE TO BE CUT, SPLICED OR OTHERWISE MODIFIED OR DAMAGED.
- SAWCUT AND INSTALL THREE (3) LOOP DETECTORS ON WESTBOUND S. ROYAL BROUGHAM WAY APPROACHING ALASKAN WAY S. AS DIRECTED BY THE ENGINEER. EXTEND LOOP DETECTOR WIRE TO EXISTING HANDHOLE AND WIRE DROP AND SPLICE WITH EXISTING CABLE LEADS FROM CONTROLLER CABINET. REMOVE AND DISPOSE OF UNUSED CABLES. REFER TO SPECIAL PROVISIONS INDUCTION LOOP VEHICLE DETECTOR FOR DETAILS.

STREET LIGHTING NOTES:

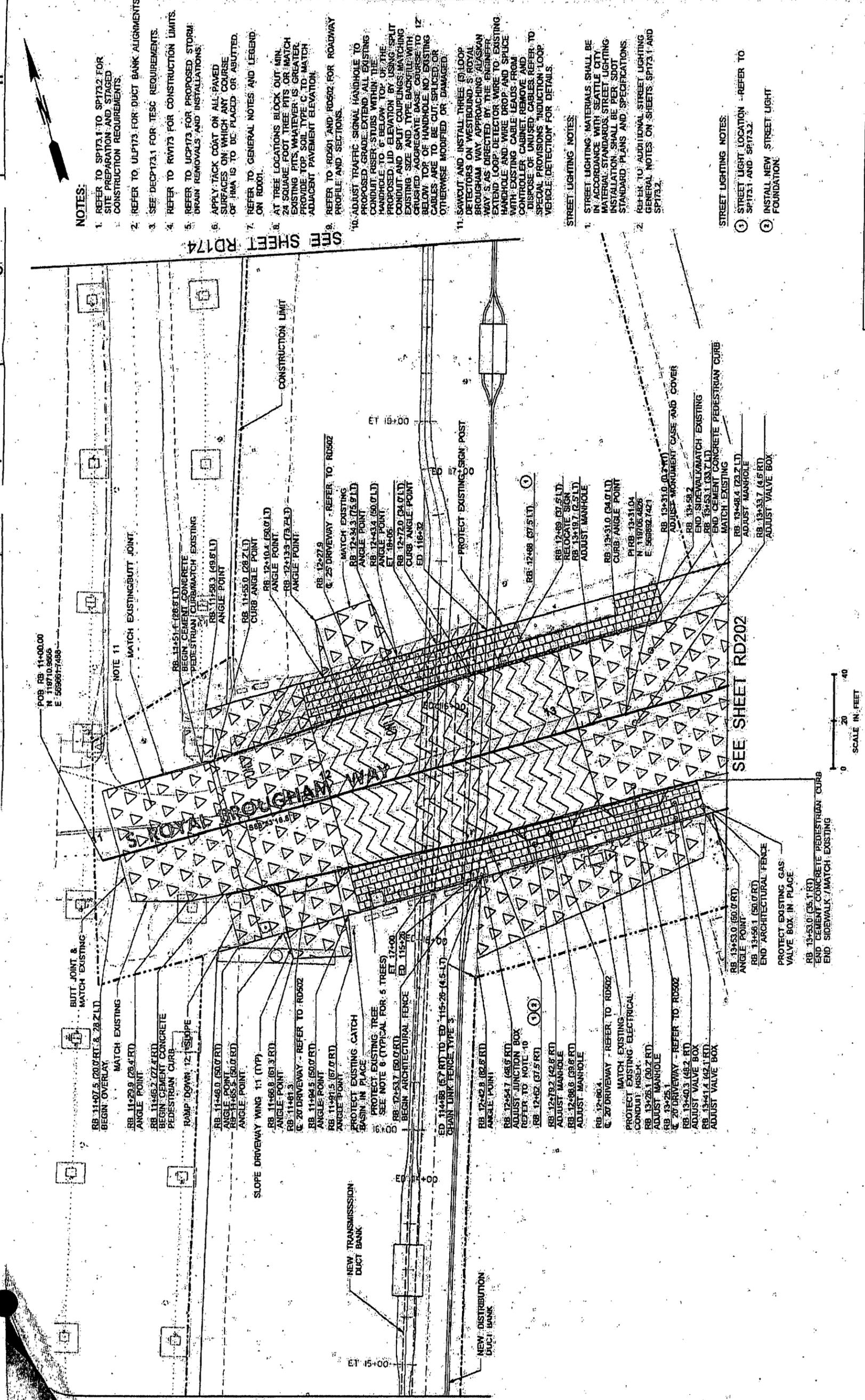
- STREET LIGHTING MATERIALS SHALL BE IN ACCORDANCE WITH SEATTLE CITY MATERIAL STANDARDS. STREET LIGHTING INSTALLATION SHALL BE PER SPOT STANDARD PLANS AND SPECIFICATIONS.
- REFER TO ADDITIONAL STREET LIGHTING GENERAL NOTES ON SHEETS SP173.1 AND SP173.2.

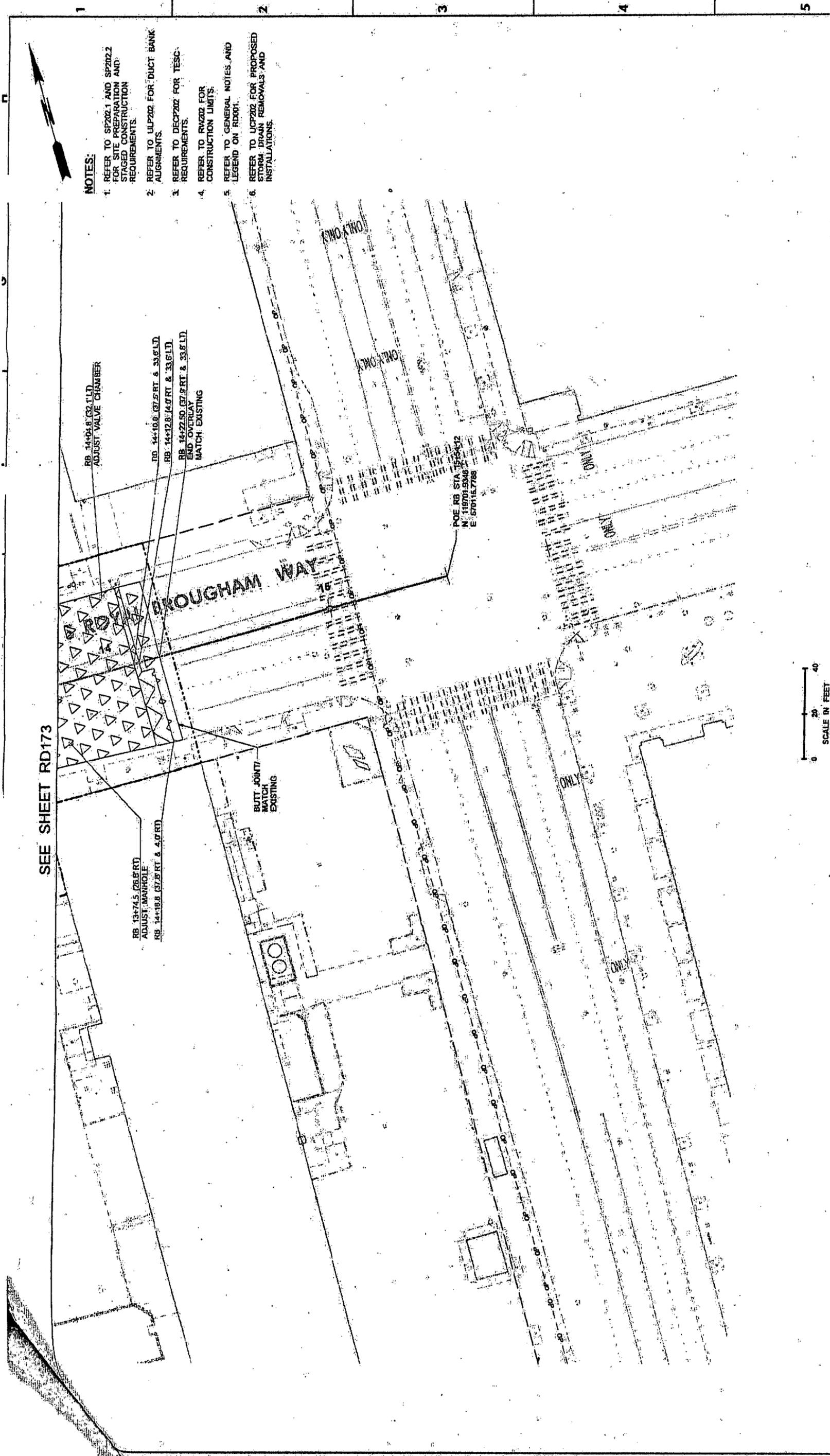
STREET LIGHTING NOTES:

- STREET LIGHT LOCATION - REFER TO SP173.1 AND SP173.2.
- INSTALL NEW STREET LIGHT FOUNDATION.

SEE SHEET RD172

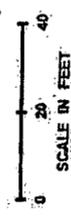
SEE SHEET RD202





- NOTES:**
1. REFER TO SP202.1 AND SP202.2 FOR SITE PREPARATION AND STAGED CONSTRUCTION REQUIREMENTS.
 2. REFER TO ULP202 FOR DUCT BANK ALIGNMENTS.
 3. REFER TO DECP202 FOR TESC REQUIREMENTS.
 4. REFER TO RM202 FOR CONSTRUCTION LIMITS.
 5. REFER TO GENERAL NOTES AND LEGEND ON RD001.
 6. REFER TO UCP202 FOR PROPOSED STORM DRAIN REMOVALS AND INSTALLATIONS.

SEE SHEET RD173

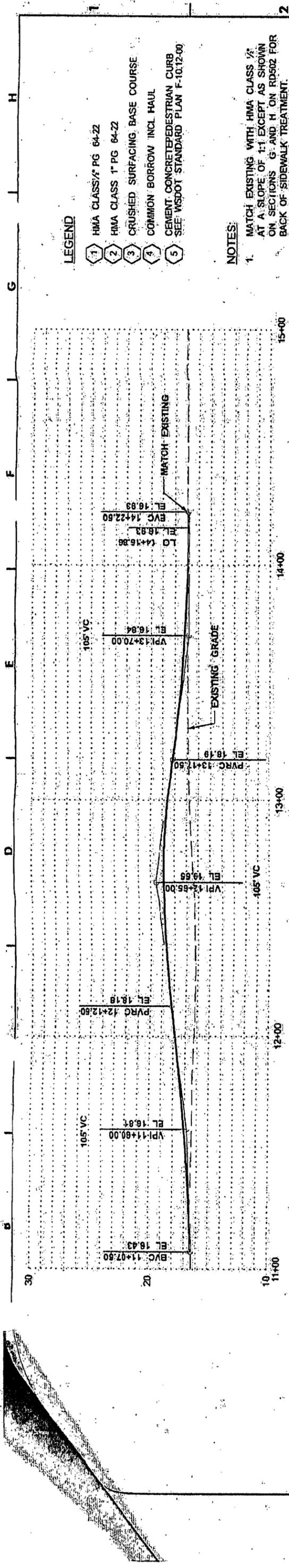


South Royal Brougham Way
Restoration Plans
Sheet 2 of 3
ATTACHMENT 4

Washington State
Department of Transportation
City of Seattle

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TIME	1:15:44 PM	DATE	3/10/2008
PLOTTED BY	emidara	DESIGNED BY	M. COLYN
ENTERED BY	J. DANIELSON	CHECKED BY	D. CHAPPELL
PROJ. ENGR.	M. ANDERSON	REGIONAL ADM.	G. STONE
REVISION	DATE	BY	

REGION NO.	10	STATE	WASH	FED AID PROJ. NO.	
JOB NUMBER	08AR01	CONTRACT NO.		LOCATION NO.	



S ROYAL BROUGHAM WAY PROFILE

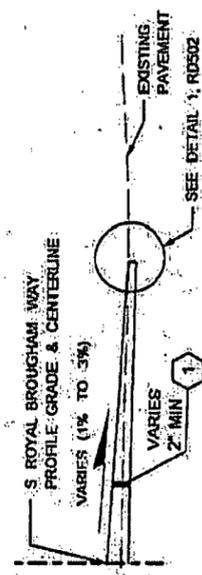
LEGEND

- 1 HMA CLASS 1/2 PG 64-22
- 2 HMA CLASS 1 PG 64-22
- 3 CRUSHED SURFACING BASE COURSE
- 4 COMMON BORROW INCL HAUL
- 5 CEMENT CONCRETE PEDESTRIAN CURB
SEE WSDOT STANDARD PLAN F-10-12-00

NOTES:

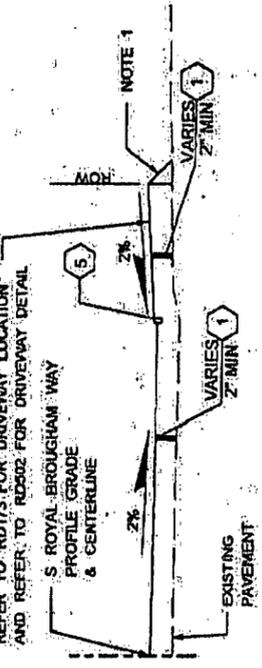
- 1. MATCH EXISTING WITH HMA CLASS 1/2 AT A SLOPE OF 1:1 EXCEPT AS SHOWN ON SECTIONS G AND H ON RD502 FOR BACK OF SIDEWALK TREATMENT.

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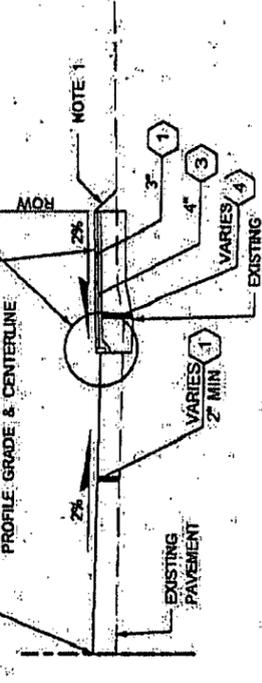
SECTION A - OVERLAY

RB 11+07.5 TO 11+46.2 LOOKING WEST
RB 11+07.5 TO 11+51.1 LOOKING EAST



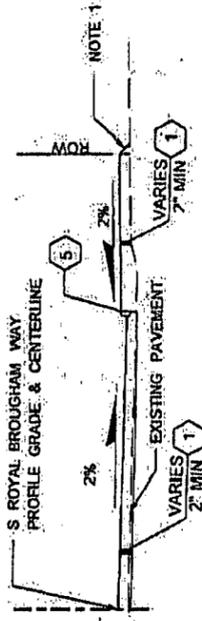
SECTION C

RB 11+82.0 TO 12+00.0 LOOKING WEST
RB 11+82.0 TO 12+00.0 LOOKING EAST



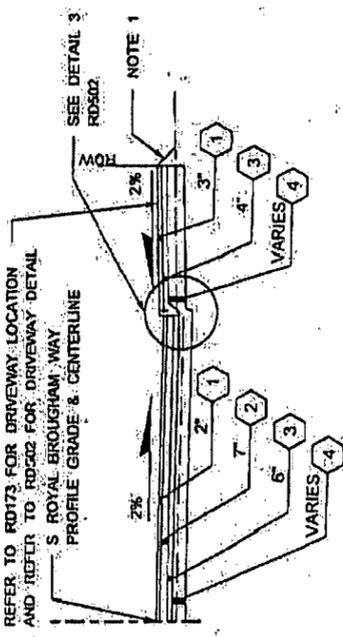
SECTION E

RB 13+10.0 TO 13+53.0 LOOKING WEST
RB 13+10.0 TO 13+53.1 LOOKING EAST



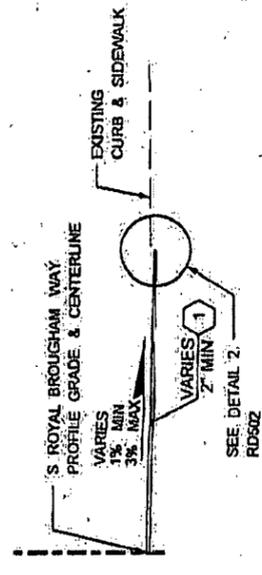
SECTION B

RB 11+46.2 TO 11+54.0 LOOKING WEST
RB 11+51.1 TO 11+54.0 LOOKING EAST



SECTION D

RB 12+00.0 TO 13+10.0 LOOKING WEST
RB 12+00.0 TO 13+10.0 LOOKING EAST



SECTION F

RB 13+53.0 TO 14+22.5 LOOKING WEST
RB 13+53.1 TO 14+22.5 LOOKING EAST

FILE NAME: c:\AA\work\pwwork\IA\WV\colym\m\ms04655160073C00ALLRDS01.dwg
 DATE: 1/28/07 PM 3:72:00
 PLOTTED BY: colym
 DESIGNED BY: M. COLYI
 ENTERED BY: J. DANIELSON
 CHECKED BY: D. CHAPPELL
 PROJ. ENGR: M. ANDERSON
 REGIONAL ADM. G. STONE

REVISION	DATE	BY

RECORD NO. 10
 STATE WASH
 JOB NUMBER 08A801
 CONTRACT NO.
 LOCATION NO.

FED AID PROJ. NO.

Washington State Department of Transportation
 City of Seattle

South Royal Brougham Way Restoration Plans
 Sheet 3 of 3

ATTACHMENT 4



Seattle Department of Transportation

Gregory J. Nickels, Mayor

Grace Crunican, Director

Memorandum

September 17, 2008

FILED
CITY OF SEATTLE
2008 SEP 18 AM 9:26
CITY CLERK

To: The Office of the City Clerk

From: Robert M. Chandler, Manager, Alaskan Way Viaduct/Seawall Replacement Program

Enclosed are the original final Agreements executed pursuant to Ordinance 122688 for the City's official records.

- No. UT01287 Phase 1, SPU MOA
- No. UT01148 Phase 1, SCL MOA
- No. GCA5680 Phase 1, SDOT MOA

CC: Joy Keniston-Longrie, Seattle Public Utilities
Jodi Rian, Seattle City Light



Seattle Municipal Tower, 700 5th Avenue, Suite 3900, PO Box 34996, Seattle, WA 98124-4996

Tel: (206) 684-ROAD (684-7623), TTY/TDD (206) 684-4009, FAX: (206) 684-5180

Internet address: <http://www.seattle.gov/transportation>

An equal opportunity employer. Accommodations for people with disabilities provided on request.

MEMORANDUM OF AGREEMENT 2008 SEP 18 AM 9:26

NO. UT01148

SR-99 ALASKAN WAY VIADUCT CITY CLERK

PRELIMINARY ENGINEERING, FINAL DESIGN, PROCUREMENT OF

MATERIALS AND CONSTRUCTION

FOR ELECTRICAL UTILITY RELOCATION – PHASE I

1
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6
7
8 THIS Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design,
9 Procurement of Materials and Construction for Electrical Utility Relocation – Phase I (“Phase I
10 SCL MOA”) is made and entered into this 28th day of May, 2008, between the State of
11 Washington Department of Transportation, hereinafter the “STATE,” and the City of Seattle, (the
12 “CITY”) acting by and through Seattle City Light, hereinafter “CITY LIGHT,” collectively the
13 “Parties” and individually the “Party.”

14
15 WHEREAS, the STATE in consultation with the City of Seattle is planning for the replacement of
16 the Alaskan Way Viaduct (“AWV”) on State Route 99, a non-limited access highway, located
17 partially in the City of Seattle; and

18
19 WHEREAS, in order to provide a transportation facility and seawall with improved earthquake
20 resistance that maintains or improves mobility and accessibility for people and goods, the State
21 and City of Seattle will implement improvement projects that remove the AWV, reconfigure State
22 Route 99 and replace the Seawall. All of these projects are collectively referred to as the
23 PROGRAM. The State and City of Seattle, in conjunction with the Federal Highway
24 Administration (FHWA), and King County, are working to define a reconfigured and improved
25 State Route 99; and

26
27 WHEREAS, the Parties are moving forward collaboratively with King County to determine what
28 the solution will be in the Central Waterfront portion of the PROGRAM, but have agreed in
29 general, on the work required at the north and south ends of the PROGRAM. As directed by the
30 Governor and the Mayor of Seattle, the State, in consultation with the City, is preparing to design
31 and construct certain Early Safety and Mobility Projects at the north and south ends. These
32 projects significantly advance the PROGRAM; and

33
34 WHEREAS, the AWV structure is aging and was further weakened by the Nisqually Earthquake
35 in 2001, and because of these factors, it is vulnerable to catastrophic damage during another
36 seismic event; and

37
38 WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2) self-
39 contained, low pressure oil-filled 115kV transmission cables (collectively, “Utilities”) located on
40 the AWV structure and the Utilities are also vulnerable to damage during a seismic event; and

41
42 WHEREAS, removal of the AWV structure will require the prior relocation of the Utilities,
43 regardless of whether the AWV is reconstructed with an elevated structure or replaced with a
44 tunnel or surface option; and

1 WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle City
2 Light electrical lines off of the AWW. Phase I of this Early Safety and Mobility Project is the
3 relocation of electrical lines between South Massachusetts Street and Railroad Way South which is
4 planned to be completed prior to another Early Safety and Mobility Project, the AWW Removal
5 from South Holgate Street to South King Street; and
6

7 WHEREAS, the Parties agree that the STATE will perform the design and construction of the
8 Utility relocation, as well as the procurement of any Utilities relocation materials that are required
9 to meet schedule requirements; and
10

11 WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31, 2009; and
12

13 WHEREAS, concurrently with this Phase I SCL MOA, the STATE and CITY are entering into a
14 Memorandum of Agreement, No. GCA 5680, for Property, Environmental Remediation,
15 Permitting, and Construction Coordination Agreement for Electrical Utility Relocation – Phase I
16 (“Phase I SDOT MOA”); and
17

18 WHEREAS, concurrently with this Phase I SCL MOA, the STATE and CITY, through its Seattle
19 Public Utilities Department, are entering into a Memorandum of Agreement, No. UT01287, for
20 SPU Facilities Work – Phase I (“Phase I SPU MOA”);
21

22 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances
23 contained herein, or attached and incorporated and made a part hereof,
24

25
26 IT IS MUTUALLY AGREED AS FOLLOWS:
27

28 **1. GENERAL**
29

30 **1.1 Intent**
31

32 The Parties agree to do the following throughout the PROJECT as defined below:
33

34 a. The Parties agree to work cooperatively with each other and shall make reasonable,
35 good faith efforts to timely and expeditiously complete the PROJECT, as provided in this Phase I
36 SCL MOA, including, but not limited to, the selection of a preferred design alternative;
37 development of preliminary engineering and final design, plans and specifications, and cost
38 estimates; lifecycle costs analysis, construction and construction administration; execution of any
39 necessary utility easements; and procurement of any required materials for Utilities relocations.
40

41 b. The STATE will provide complete design submittals and additional information as
42 required by CITY LIGHT in a timely manner that will allow CITY LIGHT adequate review
43 periods to review and comment on the proposed plans and make reasonable efforts to allow the
44 PROJECT to proceed on schedule. The STATE shall timely incorporate and/or address to CITY
45 LIGHT’s satisfaction any CITY LIGHT comments on the design submittals or additional

1 information provided by the STATE, including revisions to the Approved Plans, pursuant to
2 Section 7 herein.

3
4 c. CITY LIGHT agrees to provide sufficient staff and resources for timely reviews of the
5 PROJECT design as agreed upon in this Phase I SCL MOA.

6
7 d. CITY LIGHT shall provide clear and complete design review for CITY LIGHT purposes
8 in accordance with section 7 of this Phase I SCL MOA. Both Parties shall endeavor to identify
9 and address issues as early as possible during the design process and to communicate clearly with
10 one another.

11
12 e. Both Parties shall participate in regularly scheduled coordination meetings to address
13 issues that may affect the PROJECT scope, schedule or budget.

14
15 f. The STATE, in conjunction with its consultants and subject to CITY LIGHT approval
16 for CITY LIGHT purposes, will continue to develop a feasible end to end, permanent relocation
17 solution acceptable to CITY LIGHT for the Utilities that would minimize or eliminate the need for
18 multiple relocations and meet operational standards, capacity equivalents and ongoing
19 maintenance and safety requirements.

20
21 g. The STATE and CITY LIGHT agree to document key design related decisions to ensure
22 that issues are resolved to CITY LIGHT's satisfaction, pursuant to Section 7 herein; so that the
23 STATE can proceed with the design of the PROJECT. These decisions will be evidenced through
24 the use of a "Concurrence Letter" signed by both Parties.

25
26 h. The STATE agrees to take the lead in consulting and coordinating with all other utilities
27 affected by the PROJECT.

28
29 i. The STATE acknowledges that it bears the sole responsibility for all regulatory
30 permitting of the PROJECT, and shall design and construct the PROJECT in compliance with all
31 applicable federal, state and local laws and regulations, and in accordance with the provisions of
32 the Phase I SDOT MOA.

33
34 j. The STATE's intent is to complete the PROJECT no later than December 31, 2009, in
35 order to allow the AWW removal beginning south of King Street in January 2010.

36
37
38 1.2 Scope of Work

39
40 This Agreement defines the roles of the Parties in the design and execution of Phase I of the
41 Utilities relocation, which includes the construction of new utility facilities, the removal and
42 relocation of certain utilities from the existing AWW to underground locations, modifications to
43 existing substations in order to accommodate the relocation of the network feeders and
44 transmission cables, and Remediation, as more particularly described in the "Scope of Work"
45 attached as **Exhibit A** and incorporated herein by this reference (hereinafter the "PROJECT").
46

1 1.3 Definitions

2
3 1.3.1 Approved Plans means the documents and drawings approved by the City of Seattle,
4 through the processes described in Section 7 of the Phase I SCL MOA, Section 4 of the Phase I
5 SPU MOA, and Article VI of the Phase I SDOT MOA, and approved by the CITY through the
6 Street Use Permit issuance process described in Article VI of the Phase I SDOT MOA.

7
8 1.3.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access highway,
9 over a portion of a CITY Street Right of Way and located partially in the City of Seattle.

10
11 1.3.3 Betterment, for purposes of this Phase I SCL MOA, means any upgrading of the
12 facility being relocated that is not attributable to the PROJECT OR PROGRAM and is made solely
13 for the benefit of and at the election of CITY LIGHT. CITY LIGHT shall be responsible for the
14 additional incremental cost of any Betterment. Examples of work that will not constitute a
15 Betterment, so that CITY LIGHT shall not bear cost responsibility, are:

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

19 ii) Upgrades to relocated or replaced utility facilities necessary to meet current code
20 requirements and CITY LIGHT standards; or

21 iii) Work required by CITY LIGHT to maintain service capability and capacity as the
22 STATE's PROGRAM progresses.

23
24 1.3.4 Business Days means Monday through Friday, inclusive, except for official City of Seattle
25 holidays.

26
27 1.3.5 CITY means the City of Seattle, a Washington municipal corporation, acting through
28 SDOT.

29
30 1.3.6 CITY LIGHT means Seattle City Light.

31
32 1.3.7 City Construction Project Engineer means the person designated by the City of Seattle to
33 act as the City of Seattle's primary representative in matters arising during the course of
34 construction.

35
36 1.3.8 City of Seattle means the City of Seattle, a Washington municipal corporation.

37
38 1.3.9 Construction Contract Documents means the provisions and documents that evidence the
39 agreement between the STATE and its contractors for construction of the PROJECT.

40
41 1.3.10 Contract Award means the STATE's written decision accepting the lowest responsive bid
42 for construction of the PROJECT.

43
44 1.3.11 Designated Representative means the CITY LIGHT official listed in Section 2.2 of this
45 Phase I SCL MOA.

1 1.3.12 Engine er of Record means the engineer licensed in the State of Washington who has been
2 commissioned by the STATE as the prime engineer of the PROJECT, having overall responsibility
3 for the adequacy of the design and the coordination of the design work of other engineers and
4 whose professional seal is on the Construction Contract Documents.
5

6 1.3.13 L etter of Acceptance means the written document prepared by the CITY and delivered to
7 the STATE that signifies CITY approval of PROJECT infrastructure built by the STATE's
8 contractor; the issuance and acknowledgment of the instrument effects transfer of infrastructure
9 ownership and obligations for operation and maintenance as agreed by the Parties.
10

11 1.3.14 L etter of Plan Approval means a letter from the CITY that signifies the CITY's approval of
12 the design of the PROJECT. The Letter of Plan Approval also represents CITY LIGHT's approval
13 for CITY LIGHT purposes only, and represents that the STATE has addressed CITY LIGHT's
14 comments to CITY LIGHT's satisfaction. The Letter of Plan Approval also represents SPU's
15 approval for SPU purposes only, and represents that the STATE has addressed SPU's comments to
16 SPU's satisfaction. The Letter of Plan Approval does not authorize construction and does not
17 constitute approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is
18 not a representation or assurance that the design or plans comply with applicable laws, regulations,
19 ordinances or codes, nor shall the Letter of Plan Approval be construed to authorize any failure to
20 comply with any of the foregoing.
21

22 1.3.15 Notice of Substantial Completion means a written statement by the STATE to its contractor
23 that construction and installation of the PROJECT work has progressed in compliance with the
24 Construction Contract Documents, including the Approved Plans and any approved revisions to
25 those plans to the extent that the STATE has full and unrestricted use and benefit of the facilities,
26 both from the operational and safety standpoint, and only minor incidental work, or correction or
27 repair remains to physically complete the PROJECT.
28

29 1.3.16 Phase I SCL MOA means this Memorandum of Agreement, No. UT01148, SR-99 Alaskan
30 Way Viaduct, Preliminary Engineering, Final Design, Procurement of Materials and Construction
31 for Electrical Utility Relocation – Phase I between the STATE and City of Seattle acting through
32 CITY LIGHT.
33

34 1.3.17 Phase I SDOT MOA means the Memorandum of Agreement, No. GCA 5680, SR-99
35 Alaskan Way Viaduct, Property, Environmental Remediation, Permitting, and Construction
36 Coordination Agreement for Electrical Utility Relocation – Phase I between the STATE and the
37 City of Seattle acting through SDOT.
38

39 1.3.18 Phase I SPU MOA means the Memorandum of Agreement, No. UT01287, for SPU
40 Facilities Work – Phase I, between the STATE and the City of Seattle acting by and through
41 Seattle Public Utilities.
42

43 1.3.19 Plan Review Packa ge means the plans, specifications, necessary supplemental information
44 including but not limited to field reconnaissance studies and calculations, and any corrections
45 previously requested by the City of Seattle to be submitted by the STATE to the City of Seattle for
46 review prior to issuance of a Letter of Plan Approval and Street Use Permits.

1
2 1.3.20 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT
3 engineering after the Preliminary Engineering, which advances the PROJECT design by preparing
4 contract-ready documents and the engineer’s cost estimate. At this stage the specifications are
5 written and tailored to the plans so that all work can be measured and has a pay item. The cost
6 estimate is formalized using the established specifications, pay items and quantity takeoffs, for
7 60% through 100% completion of the total design effort.

8
9 1.3.21 Preliminary Engineering means the portion of the PROJECT engineering succeeding
10 conceptual engineering, which advances the PROJECT design to address Type, Size, and Location
11 (“TS&L”) for all components of the PROJECT including the final Utilities relocation. Typically
12 this effort includes work that advances the design from nominally 30% up to nominally 60% of the
13 total design effort.

14
15 1.3.22 PROGRAM means all of the projects, collectively, implemented by the STATE that
16 remove and replace the AWV and the Seawall.

17
18 1.3.23 PROJECT means the construction of new utility facilities, the removal and relocation of
19 certain utilities from the existing AWV to underground locations, modifications to existing
20 substations in order to accommodate the relocation of the network feeders and transmission cables,
21 and Remediation, as more particularly described in the “Scope of Work” attached as Exhibit B to
22 the Phase I SDOT MOA, as Exhibit A to this Phase I SCL MOA, and as Exhibit A to the Phase I
23 SPU MOA, and incorporated herein by reference.

24
25 1.3.24 PROJECT SCHEDULE means the schedule of design, permitting and construction events
26 presented in **Exhibit C** to the Phase I SDOT MOA and agreed to by the Parties, as it may be
27 amended from time to time by agreement of the Parties.

28
29 1.3.25 Scope of Work means the work agreed to by the Parties attached as Exhibit B to the Phase I
30 SDOT MOA, as Exhibit A to this Phase I SCL MOA, and as Exhibit A to the Phase I SPU MOA.

31
32 1.3.26 SDOT means the Seattle Department of Transportation.

33
34 1.3.27 SCL means Seattle City Light.

35
36 1.3.28 SPU means Seattle Public Utilities.

37
38 1.3.29 STATE Designated Representative means the State of Washington official listed in Section
39 XVII of the Phase I SDOT MOA.

40
41 1.3.30 Utilities means the segments of the five (5) 13.8 kV network express feeders and two (2)
42 self-contained, oil-filled 115 kV transmission cables located on the AWV structure between South
43 Massachusetts Street and Railroad Way South that are required to be relocated prior to the removal
44 of the AWV, and all necessary modifications to CITY LIGHT substations required to
45 accommodate the relocation of the such network feeders and transmission cables.

1 1.3.31 Utility Easement means a perpetual easement over STATE acquired real property for the
2 operation, maintenance, repair and replacement of the relocated Utilities.
3
4

5 **2. NOTICES AND DESIGNATED REPRESENTATIVES**
6

7 2.1 Any notice required or permitted to be given pursuant to this Agreement shall be in writing
8 and shall be sent postage prepaid by U.S. Mail to the Designated Representatives.
9

10 2.2 The Designated Representatives for each Party are as follows:
11

12 Project Engineer, Utilities
13 Alaskan Way Viaduct & Seawall Replacement Program
14 Washington State Department of Transportation
15 999 3rd Avenue, Suite 2424
16 Seattle, WA 98104
17

18 Project Manager, Alaskan Way Viaduct & Seawall Replacement Program
19 P.O. Box 34023
20 Seattle City Light
21 700 Fifth Avenue, Suite 3200
22 Seattle, WA 98124-4023
23
24

25 **3. STATE RESPONSIBILITIES**
26

27 3.1 The STATE agrees to perform and complete, subject to CITY LIGHT review and approval
28 for CITY LIGHT purposes, the following with the aid of consultants and contractors:

- 29 a. Preliminary Engineering;
- 30 b. Plans, Specifications, and Estimate (PS&E);
- 31 c. Construction and construction administration;
- 32 d. Procurement of all materials needed for construction;
- 33 e. Community outreach and public relations;
- 34 f. Prepare and submit all permit applications required by the City of Seattle (the
35 "CITY").
36

37 3.2 The STATE agrees to comply with CITY LIGHT standards and will submit the Plan
38 Review Package for review, comment and approval for CITY LIGHT purposes, pursuant to the
39 procedures outlined in Section 7 of this Phase I SCL MOA, and to the CITY's Designated
40 Representative, for CITY purposes, pursuant to the procedures outlined in the Phase I SDOT
41 MOA.
42

43 3.3 The STATE agrees to seek input and approval from CITY LIGHT in the early stages of the
44 Preliminary Engineering and PS&E throughout the design process, to ensure that the design
45 conforms with CITY LIGHT standards.
46

1 3.4 The STATE agrees to submit designs and design documents, and any revisions to the design
2 documents, including PS&E and any revisions to the Approved Plans, that conform to CITY
3 LIGHT standards and that meet City of Seattle codes, rules, laws, regulations and standards, for
4 review by CITY LIGHT for CITY LIGHT purposes, as more fully described in Section 7 herein.
5

6 3.5 The STATE will take the lead in coordinating regular team communications and meetings
7 as required.
8

9 3.6 The STATE will manage and timely respond and address to CITY LIGHT's satisfaction
10 any requests from CITY LIGHT that have contractual or scope of work impacts and will
11 coordinate responses with its consultants.
12

13 3.7 The Parties agree that the Approved Plans shall be stamped by the STATE's Design
14 Consultant as Engineer of Record after the PS&E have been approved by CITY LIGHT for CITY
15 LIGHT purposes pursuant to Article 7 herein.
16

17 3.8 The STATE shall obtain CITY LIGHT's review and approval of all revisions to, or
18 deviations from, the Approved Plans prior to implementing such revisions or deviations.
19

20 3.9 The STATE will have a qualification process for potential construction contractors. The
21 STATE shall timely provide CITY LIGHT with all required information related to such process
22 and will provide CITY LIGHT at least five weeks notice of the intended date to send contracts out
23 for bid so that CITY LIGHT may help in the development of qualification criteria for specialty
24 work such as transmission line construction. CITY LIGHT shall evaluate the bidders using the
25 established qualification criteria and submit its review to the STATE for consideration. The
26 STATE shall reject contractors that do not meet the qualification criteria.
27

28 3.10 The STATE will be responsible for construction contract administration, will establish a
29 construction project engineer's office, and will assign a Project Engineer to manage this office and
30 act as the responsible engineer in charge. The STATE will be responsible for selecting qualified
31 STATE technical and administrative staff and consultants to work in the office and administer the
32 construction contract.
33

34 3.11 The STATE recognizes that CITY LIGHT requires advance notice of outages for
35 construction. The STATE understands and acknowledges that it must provide at least 90 calendar
36 days notice for any request for a construction outage with respect to any of the Utilities or other
37 associated utilities. The STATE further understands and acknowledges that construction outage
38 time periods may not be altered once requested, and that any new request for a construction outage
39 relating to the Utilities relocation will require an additional 90 calendar days. The STATE will
40 provide written notification to CITY LIGHT of the anticipated completion of satisfactory testing
41 of newly installed systems to facilitate outages and cutovers. The STATE shall request in writing
42 any necessary outages specifying the exact window of time necessary to perform the construction
43 task. CITY LIGHT shall respond to such requests as appropriate indicating whether such request
44 is granted or denied. If denied, CITY LIGHT shall assist the STATE in finding another outage
45 window. If granted, CITY LIGHT shall outline any conditions related to such outage to the
46 STATE.

1
2 3.12 For Transmission Lines 1 & 2 (Mass.-Union 1 ("MA-US1") and Mass.-Union 2 ("MA-US
3 2")), the STATE understands and agrees that separate six-week outages must be requested and
4 scheduled for each Transmission Line. The STATE further recognizes that Transmission Lines 1
5 and 2 are part of an interconnected transmission system, and therefore even with timely requests
6 for outages, CITY LIGHT may be precluded from disconnecting or de-energizing these lines on
7 any particular schedule, including previously scheduled and granted outage requests, if
8 circumstances beyond CITY LIGHT's control exist, including but not limited to directives from
9 the North American Electric Reliability Council, the Western Energy Coordinating Council, or
10 other entities responsible for operating or protecting the western interconnected transmission
11 system, and/or riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics,
12 landslides, volcanic eruptions, earthquakes, lightning, floods, explosions, fires, condemnation,
13 judicial injunctions or restraining orders, and federal or state laws and orders.

14
15 3.13 The STATE shall not commence work on this PROJECT until all required permits have been
16 properly applied for and issued as more fully set forth in Articles V and VI of the Phase I SDOT
17 MOA.

18
19 3.14 The STATE shall obtain and maintain all federal, state and local approvals as may be
20 required for the PROJECT.

21
22 3.15 The STATE shall timely comply with applicable regulatory requirements associated with the
23 permits, as more fully set for in Sections V and VI of the Phase I SDOT MOA.

24
25 3.16 The STATE shall provide CITY LIGHT with 24 hour, 7 days a week access to all CITY
26 LIGHT facilities functioning within the PROJECT area. The STATE shall provide CITY LIGHT
27 with access to any PROJECT construction and staging areas during the hours of construction
28 established by the STATE's Project Engineer. In addition to complying with the pre-final and
29 final inspection procedures set forth in Section 10 herein, the STATE shall also provide CITY
30 LIGHT with at least five (5) Business Days notice upon completion of all material stages of the
31 PROJECT work and shall invite CITY LIGHT to inspect such work upon completion of any
32 material stage, pursuant to Section 8 below. CITY LIGHT shall have the right to reject materials
33 and construction in the field which are deficient or deviate from the Construction Contract
34 Documents, the Approved Plans, or any approved revisions to the Approved Plans. CITY LIGHT
35 shall submit a written response within ten (10) Business Days of the date of any inspection to the
36 STATE's Project Engineer. Both Parties agree to act as expeditiously as possible to assure a
37 timely resolution of any deficiencies.

38
39 3.17 Within four (4) months of the execution of this Phase I SCL MOA, the STATE shall
40 convey to CITY LIGHT a Utility Easement in a form mutually satisfactory to CITY LIGHT and
41 the STATE. Said Utility Easement shall include a provision establishing expectations for
42 environmental remediation that reflects Section 4 of the Phase I SDOT MOA for all known
43 contamination. The Parties agree to endeavor to prepare, negotiate and convey the easement in
44 accordance with the following schedule of milestones.

45
46 April 11, 2008 - CITY LIGHT will complete the first draft of the easement.

1 May 12, 2008 - The STATE will complete its review of the first draft and will transmit its
2 comments as well as legal exhibits to CITY LIGHT.
3
4

5 **4. CITY LIGHT RESPONSIBILITIES**
6

7 4.1 After the STATE incorporates or addresses to CITY LIGHT's satisfaction any comments
8 or concerns raised by CITY LIGHT to the STATE regarding the proposed plans, CITY LIGHT
9 will provide written approval of the PS&E, material and equipment specifications and technical
10 submittals prior to placement of orders.
11

12 4.2 CITY LIGHT may provide staff and consultants during construction. CITY LIGHT staff
13 and consultants will consult with the STATE Construction Project Engineer during the STATE's
14 evaluation of the quality of the infrastructure being built by the STATE's contractor. The presence
15 and contribution of CITY LIGHT staff and consultants is for the sole benefit of CITY LIGHT and
16 shall not in any way relieve the STATE from its duty to comply with this Phase I SCL MOA, and
17 all permits, statutes, laws, regulations and ordinances.
18

19 4.3 To the extent necessary, CITY LIGHT agrees to lead the coordination of the PROJECT
20 with all applicable electric utility regulatory agencies.
21

22 4.4 CITY LIGHT shall timely complete necessary preparation, coordination and cut-over
23 work.
24

25 4.4.1 CITY LIGHT agrees to execute the cutover and energization of all Five Mass.
26 Feeders relocated circuits upon approval of each new feeder line constructed by the STATE
27 pursuant to this Phase I SCL MOA.
28

29 4.4.2 For the Transmission Lines 1 & 2, the CITY agrees to coordinate and execute the
30 outages so as to facilitate the contractor's work to splice and terminate, and for CITY energization
31 of both new circuits within the earliest feasible, outage window for each Transmission Line.
32
33

34 **5. PROJECT FUNDING**
35

36 5.1 The STATE shall provide funding for all PROJECT costs without reimbursement from
37 CITY LIGHT, including Change Orders, except as outlined in Section 9.3. No delay costs shall be
38 paid for by CITY LIGHT. CITY LIGHT will be responsible for any and all costs associated with
39 CITY LIGHT staff or CITY LIGHT consultants and CITY LIGHT administrative overhead.
40

41 5.2 CITY LIGHT Financial Contribution. CITY LIGHT will be required to provide staff in the
42 performance of their roles and responsibilities as outlined above. The costs associated with CITY
43 LIGHT staff time will be calculated and the amount will be a credit to CITY LIGHT as part of its
44 financial contribution to the PROJECT.
45
46

1 5.3 The STATE shall mitigate the operational consequences to CITY LIGHT customers
2 associated with the potential transmission line failure due to temporarily splicing the proposed
3 relocated portion of Transmission Lines 1 & 2 to the existing portion of Transmission Lines 1 & 2
4 by developing a comprehensive Work Plan. The Work Plan will be developed with assistance
5 from and to the satisfaction of CITY LIGHT. The STATE will be responsible for providing all
6 elements, including but not limited to construction labor, professional expertise, materials and
7 designs needed to enact the Work Plan. All elements to accomplish the Work Plan will be in place
8 prior to attempting to splice the transmission lines. In the event all steps in the Work Plan are
9 followed and such steps fail to restore adequate power to CITY LIGHT transmission line(s) and
10 substation(s), then CITY LIGHT will enact an Emergency Restoration Plan (ERP), consisting of
11 an overhead pole line from Massachusetts Substation to Union Substation. Additionally, should
12 the ERP or any portions thereof be activated, due to splice or cable failures resulting from the
13 PROJECT, the STATE agrees to reimburse CITY LIGHT for all costs, including design, materials,
14 and labor associated with this activation.

15 16 **6. CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION**

17
18 6.1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
19 Construction Management and Contract Administration for the PROJECT, including but not
20 limited to Section VIII therein, and such provisions shall apply equally to this Phase I SCL MOA.
21

22 23 **7. DESIGN & PLAN SUBMITTAL, REVIEW, AND RESPONSE PROCESS**

24 25 **Design & Design Documents**

26
27 7.1 The Parties agree to work cooperatively with each other and in good faith to endeavor to
28 timely and expeditiously complete the PROJECT design in accordance with the PROJECT
29 schedule. The STATE will take the lead in coordinating regular communications and meetings
30 between CITY LIGHT and the STATE in this endeavor.
31

32 7.2 The STATE agrees to work in collaboration with City of Seattle regulatory, SDOT, CITY
33 LIGHT and SPU staff and shall submit the PROJECT Preliminary Engineering; Plans,
34 Specifications and Estimate (PS&E); and Construction Contract Documents to CITY LIGHT for
35 review pursuant to the procedures outlined in this Phase I SCL MOA, the Phase I SDOT MOA,
36 and the Phase I SPU MOA.
37

38 7.3 The STATE agrees to seek input from CITY LIGHT in the early stages of Preliminary
39 Engineering, preparation of PS&E, and throughout the PROJECT design and permitting process.
40

41 7.4 The design and construction of CITY LIGHT infrastructure shall conform to all City of
42 Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules,
43 regulations and standards, including but not limited to the following, except as otherwise
44 established in this Agreement:
45

46 7.4.1 The Seattle Municipal Code

1 7.4.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
2 Construction, current edition.

3 7.4.3 City of Seattle Standard Plans for Municipal Construction, current edition.

4 7.4.4 SDOT, CITY LIGHT, DPD and SPU Director's Rules
5

6 7.5 The STATE agrees to submit contract specifications for the PROJECT in a format
7 developed to conform with Federal, State and City of Seattle standards, as these specifications will
8 be used for the STATE construction contract bid package.
9

10 7.6 In accordance with the SR 99 Alaskan Way Viaduct & Seawall Replacement Project
11 CADD Manual Revision 1.0, Appendix B: UTILITY City of Seattle Plan Set Preparation, dated
12 June 2006, the STATE's plans (contract drawings) and As-Builts for the PROJECT shall be
13 drafted to a drafting standard that has been developed to conform with Federal, State and City of
14 Seattle standards, as these plans will be used for both the STATE Construction Contract
15 Documents and the City of Seattle's plan approval, permitting, and archival process. The
16 PROJECT drafting standard shall reflect, both graphically and digitally, the City of Seattle
17 computer aided drafting (CADD) standards for all City of Seattle infrastructure to be constructed
18 as part of the PROJECT.
19

20 7.7 The Parties agree that the Approved Plans shall be stamped by the STATE's Design
21 Consultant as Engineer of Record. The STATE is responsible for ensuring that permit applications
22 and plans meet City of Seattle regulatory standards.
23

24 **Plan Review**

25
26 7.8 The STATE shall submit to CITY LIGHT clear and complete plans, specifications, and the
27 necessary supplemental information such as field reconnaissance studies and calculations in a
28 manner that will allow CITY departments sufficient time to review the applications and plans. As
29 the remaining submittals for the PROJECT are limited to the 90% and the 100% Agency Reviews,
30 CITY LIGHT agrees to twenty-five (25) Business Days for review of the 90% submittal and
31 fifteen (15) Business Days for the 100% submittal. However, the number of review days will
32 increase if multiple submittals are received by CITY LIGHT per the table below.

Submittal Phase	Number of Business Days per Number of Design Review Plan Review Packages Under Review		
	One	Two	Three
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

33
34
35 7.9 CITY LIGHT's review period begins with the receipt by CITY LIGHT of the 90% Plan
36 Review Package and for the 100% Plan Review Package, with receipt by CITY LIGHT of the
37 100% Plan Review Package and ends when CITY LIGHT's final comment document is submitted
38 to the STATE electronically in a Microsoft Excel document format.
39

1 7.10 The STATE shall hand deliver the 90% and 100% Plan Review Package to CITY LIGHT's
2 Designated Representative or other officials designated by CITY LIGHT for review and comment.
3 For purposes of this Section, the Plan Review Package includes the plans, specifications, necessary
4 supplemental information such as field reconnaissance studies and calculations, and corrections
5 previously requested by CITY LIGHT. The STATE shall submit to the City of Seattle 35 half-
6 scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-scale (11 inch by 17
7 inch) copies of the 100% Plan Review Package.

8
9 7.11 The STATE agrees to establish and provide to CITY LIGHT a target schedule for the
10 STATE's submittals to CITY LIGHT as soon as such schedule is available. The STATE shall
11 notify CITY LIGHT of any proposed schedule modifications. If the STATE determines that it
12 cannot meet the anticipated dates, the STATE shall provide to CITY LIGHT's Designated
13 Representative a revised submittal schedule as soon as possible after delay is known or anticipated.

14
15 7.12 The STATE shall notify CITY LIGHT's Designated Representative fifteen (15) Business
16 Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review Package
17 will be transmitted as scheduled or to establish a deferred date so that CITY LIGHT staff can be
18 appropriately scheduled for the 90% review.

19
20 7.13 CITY LIGHT's Designated Representative will work with the City of Seattle departments
21 to identify deficiencies in the STATE's 90% Plan Review Package. CITY LIGHT reviewers will
22 describe the deficiencies in writing in sufficient detail to enable the STATE to revise the plans in a
23 manner that brings them into compliance with CITY LIGHT requirements. All comments from
24 CITY LIGHT reviewers will be incorporated into one Microsoft Excel document. SCL's
25 Designated Representative, or other official designated by CITY LIGHT, will reconcile and
26 resolve conflicting comments from CITY LIGHT reviewers prior to submitting formal comments
27 to the STATE within the agreed timeframe.

28
29 7.14 The STATE shall provide a written response to CITY LIGHT for every written comment
30 submitted by CITY LIGHT.

31
32 7.15 The STATE shall work with CITY LIGHT staff to resolve all issues to CITY LIGHT's
33 satisfaction and address every CITY LIGHT comment on the 90% Plan Review Package to CITY
34 LIGHT's satisfaction through one-on-one meetings with CITY LIGHT staff and making additional
35 plan sheet revisions. If such meetings and revisions do not resolve all CITY LIGHT issues to
36 CITY LIGHT's satisfaction within 30 calendar days, the remaining issues will be considered a
37 dispute and resolved in accordance with Article XV – Dispute Resolution, of the Phase I SDOT
38 MOA.

39
40 7.16 Both CITY LIGHT and STATE shall work collaboratively to resolve issues in a timely
41 manner prior to the STATE delivering the 100% Plan Review Package to CITY LIGHT for
42 approval. Once the STATE has demonstrated that all CITY LIGHT's 90% Plan Review Package
43 review comments have been addressed to CITY LIGHT's satisfaction, CITY LIGHT shall provide
44 the STATE with a written request to submit the 100% Plan Review Package for final review and
45 plan approval.

1 7.17 CITY LIGHT will coordinate a final check of the 100% Plan Review Package to confirm
2 that the 100% Plan Review Package adequately addresses CITY LIGHT comments. Upon such
3 confirmation, CITY LIGHT will notify SDOT of CITY LIGHT's approval of the design and
4 request that SDOT issue a Letter of Plan Approval. CITY LIGHT's request for the issuance of a
5 Letter of Plan Approval constitutes CITY LIGHT's approval for CITY LIGHT purposes only, and
6 represents that the STATE has addressed CITY LIGHT's comments to CITY LIGHT's
7 satisfaction. Said Letter of Plan Approval does not authorize construction and does not constitute
8 approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is not a
9 representation or assurance that the design or plans comply with applicable laws, regulations,
10 ordinances or codes, nor shall the Letter of Plan approval be construed to authorize any failure to
11 comply with any of the foregoing.
12
13

14 8. CITY LIGHT INSPECTION

15
16 8.1 The STATE will allow CITY LIGHT's Designated Representative, or other official
17 designated by CITY LIGHT, to consult with and inquire of the STATE Project Engineer, attend all
18 meetings, and have timely and complete access to all documentation as to all matters concerning
19 the PROJECT. CITY LIGHT shall not provide direction, directly or indirectly, to the STATE's
20 consultant(s) or contractor. CITY LIGHT shall direct all communications to the STATE's Project
21 Engineer including communications regarding quality of construction and contractor performance.
22 CITY LIGHT staff will continue to be supervised by CITY LIGHT management.
23

24 8.2 The STATE shall ensure that CITY LIGHT's representatives receives the construction
25 schedule in advance, and will continue to notify CITY LIGHT of relevant timelines and changes to
26 the construction schedule.
27

28 8.3 The STATE agrees and acknowledges that CITY LIGHT shall have an On-Site Inspector, as
29 CITY LIGHT determines necessary, during the construction. The STATE agrees and
30 acknowledges the CITY LIGHT's On-Site Inspector shall (a) have timely and complete access to
31 the construction work associated with the relocated Electric Utilities; (b) be timely informed of all
32 relevant construction timelines associated with such work; and (c) have the authority to reject and
33 have corrected and/or replaced any construction or materials deemed to be deficient or which
34 deviate from the Construction Contract Documents, the Approved Plans, or any approved revisions
35 to the Approved Plans by the On-Site Inspector. In this instance, CITY LIGHT staff members will
36 immediately inform and as necessary provide direction to the STATE Construction Project
37 Engineer or his designated representative, which will be followed up in writing as soon as possible
38 but no later than ten (10) Business Days of the date of any inspection. The STATE shall timely
39 address each comment or issue presented by CITY LIGHT to CITY LIGHT's satisfaction.
40

41 8.4 The STATE shall invite CITY LIGHT to inspect the PROJECT work at the
42 commencement and completion of each material milestone. The STATE shall provide at least five
43 (5) Business Days notice for such inspection. CITY LIGHT shall submit to the STATE's Project
44 Engineer a complete list of any concerns or deficiencies within ten (10) Business Days of the date
45 of any inspection. The STATE shall timely address each comment or issue presented by CITY
46 LIGHT to CITY LIGHT's satisfaction.

1
2 8.5 CITY LIGHT or a Designated Representative reserves the right to witness acceptance
3 testing and review all written documentation given to the STATE on all test results. The STATE
4 shall endeavor to provide five (5) Business Days notice of all acceptance testing required by the
5 contract and CITY LIGHT will be provided a copy of certified test reports. CITY LIGHT shall
6 have the right to review and comment on any test reports, and the STATE shall timely address
7 each comment or issue presented by CITY LIGHT to CITY LIGHT's satisfaction.
8

9 8.6 Any and all services, including direction, provided by CITY LIGHT pursuant to this
10 section shall be subject to all limitations on the CITY's liability contained in the Phase I SDOT
11 MOA, including but not limited to Section XI, Risk Allocation.
12

13 14 **9. CONSTRUCTION CHANGE ORDERS**

15
16 9.1 During construction, within three (3) Business Days of receiving a proposed change to the
17 PROJECT ("Change Order"), the STATE shall transmit the proposed change to CITY LIGHT for
18 review, comment, and approval. The STATE will allow a sufficient time period for CITY LIGHT
19 to review, comment, and approve the Change Order before execution. Upon approval by CITY
20 LIGHT, the STATE shall make changes to the PROJECT, and shall make changes to the schedule
21 as necessary to respond to comments provided by CITY LIGHT. The STATE shall pay for all
22 Change Orders. No delay costs shall be paid by CITY LIGHT.
23

24 9.2 CITY LIGHT may request additions and changes to the construction contract through the
25 STATE. The STATE shall comply with the requested change provided that the change is within
26 the general scope of the PROJECT and complies with the PROJECT permits, State and/or Federal
27 law and applicable rules, codes and/or regulations. Such additions and changes may lead to
28 Change Orders, or they may lead to Betterments.

29 9.3 For purposes of this Phase I SCL MOA, a Betterment is any upgrading of the facility being
30 relocated that is not attributable to the PROJECT or PROGRAM and is made solely for the benefit
31 of and at the election of CITY LIGHT. CITY LIGHT shall be responsible for the additional
32 incremental cost of any Betterment. A decision to execute a Betterment shall be made by the
33 mutual agreement of the STATE and CITY LIGHT. Any Betterments shall require the written
34 request of CITY LIGHT.
35

36 9.3.1 Examples of work that will not constitute a Betterment, so that CITY LIGHT shall
37 not bear cost responsibility, are:

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

41 ii) Upgrades to relocated or replaced utility facilities necessary to meet current code
42 requirements and CITY LIGHT standards; or

43 iii) Work required by CITY LIGHT to maintain service capability and capacity as the
44 STATE's PROGRAM progresses.
45

1 9.4 The STATE will make available to the CITY all Change Order documentation.

2
3 **10. UTILITY INFRASTRUCTURE FINAL INSPECTION AND ACCEPTANCE**
4

5 10.1 The STATE shall notify CITY LIGHT upon completion of the PROJECT work and
6 shall invite CITY LIGHT to participate in a joint pre-final inspection of the completed work, to
7 confirm that it meets CITY LIGHT standards for CITY LIGHT purposes only. CITY LIGHT shall
8 inspect the completed PROJECT work, and shall have the right to reject construction or materials
9 which in are deficient, or which deviate from the Construction Contract Documents, the Approved
10 Plans, or any approved revisions to the Approved Plans. CITY LIGHT shall submit a written
11 response within ten (10) Business Days of the date of the pre-final inspection, notifying the
12 STATE of CITY LIGHT's willingness to accept the completed PROJECT work, or rejecting the
13 completed PROJECT work. In the event that the completed PROJECT work is rejected, such
14 response shall include written notice of any known deficiencies in said work.

15
16 10.2 The STATE shall timely address each deficiency presented by CITY LIGHT to CITY
17 LIGHT's satisfaction. Both Parties agree to act as expeditiously as possible to assure a timely
18 resolution of any deficiencies.

19
20 10.3 Once the STATE determines that it has remedied all deficiencies identified by CITY
21 LIGHT during the pre-final inspection, the STATE will invite CITY LIGHT to participate in a
22 joint final inspection of the completed work. CITY LIGHT shall submit a written response within
23 ten (10) Business Days of the date of the final inspection, notifying the STATE of CITY LIGHT's
24 willingness to accept the completed PROJECT work, or rejecting such PROJECT work and
25 notifying the STATE of any remaining known deficiencies in said work.

26
27 10.4 CITY LIGHT agrees, upon satisfactory completion of the PROJECT involved and receipt
28 of the STATE's Notice of Substantial Completion, to deliver a Letter of Acceptance, subject to
29 any contractor claims caused by the negligent acts or omissions of the STATE in administering the
30 PROJECT. The Letter of Acceptance shall signify CITY LIGHT accepting the relocated Utilities
31 for ownership, operation and maintenance, and shall signify the STATE's transfer of the relocated
32 Utilities ownership to CITY LIGHT. The Letter of Acceptance shall be jointly executed by the
33 Parties. The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY
34 LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.

35
36 10.4.1 CITY LIGHT may withhold this Acceptance of the PROJECT by submitting a
37 written notification to the STATE within 30 calendar days following the date of the
38 final inspection of the PROJECT. This notification shall include detailed reason(s)
39 for withholding the acceptance.

40
41 10.5 In instances where CITY LIGHT infrastructure built by STATE's contractor must be
42 placed into use and operation prior to PROJECT Acceptance, and after CITY LIGHT has
43 determined that this infrastructure meets with the minimum inspection and testing requirements
44 necessary for placing the infrastructure into use, CITY LIGHT will notify the STATE that it is
45 assuming interim use and operation until the STATE completes the PROJECT and CITY LIGHT
46 accepts the infrastructure.

1
2 10.6 The Parties may mutually agree to perform the pre-final inspection and final inspection
3 procedures of this Article and CITY LIGHT may issue a Letter of Acceptance for portions of the
4 PROJECT. A Letter of Acceptance shall only be issued for geographic areas in which the STATE
5 has completed all PROJECT work.
6
7

8 **11. OWNERSHIP OF RELOCATED ELECTRIC FACILITIES AND WARRANTIES**

9

10 11.1 Ownership of Improvements. Upon completion of the PROJECT outlined herein, the
11 STATE shall transfer ownership of the relocated Utilities to CITY LIGHT and CITY LIGHT shall
12 be responsible for all future operation and maintenance of the relocated Utilities at its sole cost and
13 expense, except that the STATE shall remain liable for any latent defects or warranty claims.

14 11.2 The STATE acknowledges that the relocated Utilities will be the property of the City of
15 Seattle, under CITY LIGHT's jurisdiction, upon CITY LIGHT's final acceptance and the STATE
16 warrants good title to the relocated Utilities constructed by the STATE. Upon completion, the
17 STATE shall transfer all right, title and interest it may have in the relocated Utilities to CITY
18 LIGHT.
19

20 11.3 In addition, for any design, permitting or construction of the relocated Utilities undertaken
21 by the STATE, the STATE shall require its construction contractors to provide the STATE with
22 the following warranties, each of which shall be for a minimum of one year, unless the industry
23 standard is longer: (1) any guaranty or warranty furnished as a normal trade practice in connection
24 with the purchase (by the contractor or a subcontractor) of any equipment, materials or items
25 incorporated in the PROJECT; (2) any guaranty or warranty for workmanship furnished as a
26 normal trade practice; and (3) any guaranty or warranty for transmission work furnished as a
27 normal trade practice.
28
29

30 **12. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION**

31

32 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Environmental
33 Remediation During Construction, including but not limited to all provisions in Section IV therein,
34 and such provisions shall apply equally to this Phase I SCL MOA.
35
36

37 **13. RISK ALLOCATION**

38

39 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Risk
40 Allocation and Indemnification, including but not limited to all provisions in Section XI therein,
41 and such provisions shall apply equally to this Phase I SCL MOA.
42
43

44 **14. INSURANCE**

45

1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Insurance,
2 including but not limited to all provisions in Section XII therein, and such provisions shall apply
3 equally to this Phase I SCL MOA.
4
5

6 **15. THIRD PARTY BENEFICIARY**
7

8 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Third Party
9 Beneficiary, including but not limited to all provisions in Section XIII therein, and such provisions
10 shall apply equally to this Phase I SCL MOA.
11
12

13 **16. DISPUTE RESOLUTION**
14

15 The provisions of the Phase I SDOT MOA regarding Dispute Resolution, including but not limited
16 to Section XV therein, shall apply equally to this Phase I SCL MOA.
17
18

19 **17. REMEDIES; ENFORCEMENT**
20

21 The provisions of the Phase I SDOT MOA regarding Remedies; Enforcement, including but not
22 limited to Section XVI therein, shall apply equally to this Phase I SCL MOA.
23
24

25
26 **18. TERM; TERMINATION**
27

28 The Term of this Phase I SCL MOA shall be the Term provided in Section XIX of the Phase I
29 SDOT MOA, and the provisions of the Phase I SDOT MOA regarding Termination, including but
30 not limited to Section XIX therein, shall apply equally to this Phase I SCL MOA.
31
32

33 **19. CONFIDENTIALITY OF INFORMATION AND RECORDS**
34

35 The provisions of the Phase I SDOT MOA regarding Confidentiality of Information and Records,
36 including but not limited to Section XX therein, shall apply equally to this Phase I SCL MOA.
37
38

39 **20. GENERAL PROVISIONS**
40

41 The General Provisions set forth in the Phase I SDOT MOA, including but not limited to Section
42 XXI therein, shall apply equally to this Phase I SCL MOA.
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF SEATTLE
SEATTLE CITY LIGHT

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Jorge Carrasco
By
Jorge Carrasco
Superintendent

Ron Paananen
By
Ron Paananen
Project Director

Date: 5/21/08

Date: 5/28/08

APPROVED AS TO FORM:
BRYCE BROWN
By (print)

Bryce Brown
Signature
Assistant Attorney General

Date: 5/28/08

Exhibit A: Scope of Work

The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWV to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWV to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWV. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWV structure, between bents 119 and 118. The transmission duct bank will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWV and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.

1 MEMORANDUM OF AGREEMENT
2 NO. UT01287
3 SR-99 ALASKAN WAY VIADUCT
4 SPU FACILITIES WORK – PHASE I
5

6 THIS Memorandum of Agreement No. UT01287, for SPU Facilities Work – Phase I
7 (“Phase I SPU MOA”) is made and entered into this 28th day of May, 2008,
8 between the State of Washington Department of Transportation, hereinafter the
9 “STATE,” and the City of Seattle, (the “CITY”), acting by and through Seattle Public
10 Utilities, hereinafter “SPU,” collectively the “Parties” and individually the “Party.”
11

12 WHEREAS, the STATE in consultation with the City of Seattle is planning for the
13 replacement of the Alaskan Way Viaduct (“AWV”) on State Route 99, a non-limited
14 access highway, located partially in the City of Seattle; and
15

16 WHEREAS, in order to provide a transportation facility and seawall with improved
17 earthquake resistance that maintains or improves mobility and accessibility for people
18 and goods, the State and City of Seattle will implement improvement projects that
19 remove the AWV, reconfigure State Route 99 and replace the Seawall. All of these
20 projects are collectively referred to as the PROGRAM. The State and City of Seattle, in
21 conjunction with the Federal Highway Administration (FHWA), and King County, are
22 working to define a reconfigured and improved State Route 99; and
23

24 WHEREAS, the Parties are moving forward collaboratively with King County to
25 determine what the solution will be in the Central Waterfront portion of the PROGRAM,
26 but have agreed in general, on the work required at the north and south ends of the
27 PROGRAM. As directed by the Governor and the Mayor of Seattle, the State, in
28 consultation with the City, is preparing to design and construct certain Early Safety and
29 Mobility Projects at the north and south ends. These projects significantly advance the
30 PROGRAM; and
31

32 WHEREAS, the AWV structure is aging and was further weakened by the Nisqually
33 Earthquake in 2001, and because of these factors, it is vulnerable to catastrophic damage
34 during another seismic event; and
35

36 WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2)
37 self-contained, low pressure oil-filled 115kV transmission cables (collectively,
38 “Utilities”) located on the AWV structure and the Utilities are also vulnerable to damage
39 during a seismic event; and
40

41 WHEREAS, removal of the AWV structure will require the prior relocation of the
42 Utilities, regardless of whether the AWV is reconstructed with an elevated structure or
43 replaced with a tunnel or surface option; and
44

45 WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle
46 City Light electrical lines off of the AWV. Phase I of this Early Safety and Mobility

1 Project is the relocation of electrical lines between South Massachusetts Street and
2 Railroad Way South which is planned to be completed prior to another Early Safety and
3 Mobility Project, the AWV Removal from South Holgate Street to South King Street; and
4

5 WHEREAS, the Parties agree that the STATE will perform the design and construction
6 of the Utility relocation, as well as the procurement of any Utilities relocation materials
7 that are required to meet schedule requirements; and
8

9 WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31,
10 2009; and
11

12 WHEREAS, the City of Seattle owns, and SPU operates, a municipal water supply
13 system, including SPU Facilities such as hydrants, services and mains, (the "Water
14 System"), a portion of which is located approximately between South Massachusetts
15 Street and Railroad Way South; and
16

17 WHEREAS, the City of Seattle owns, and SPU operates, stormwater drainage and sewer
18 systems including SPU Facilities, (the "Drainage and Wastewater System"), a portion of
19 which is located approximately between South Massachusetts Street and Railroad Way
20 South; and
21

22 WHEREAS, under the terms of the PROJECT plans and specifications, construction
23 dewatering flows generated by the PROJECT may be discharged to SPU's Drainage and
24 Wastewater System; and
25

26 WHEREAS, SPU has an interest in ensuring discharges meet the water quality, quantity
27 and discharge location conditions outlined in the PROJECT plans and specifications; and
28

29 WHEREAS, a portion of the Water System has been identified that will need to be
30 relocated, and other portions of the Water System will require protection as part of the
31 PROJECT ("Water System Work"); and
32

33 WHEREAS, it is possible that the PROJECT may result in impacts to the Drainage and
34 Wastewater System, so that portions of it may need to be relocated or protected,
35 ("Drainage and Wastewater System Work," together with the Water System Work,
36 referred to as the "SPU Facilities Work"); and
37

38 WHEREAS, concurrently with this Phase I SPU MOA, the STATE and CITY are
39 entering into a Memorandum of Agreement, No. GCA 5680, for Property, Environmental
40 Remediation, Permitting, and Construction Coordination Agreement for Electrical Utility
41 Relocation – Phase I ("Phase I SDOT MOA"); and
42

43 WHEREAS, concurrently with this Phase I SPU MOA, the STATE and CITY, through
44 Seattle City Light, are entering into a Memorandum of Agreement, No. UT01148, for
45 Preliminary Engineering, Final Design, Procurement of Materials and Construction for
46 Electrical Utility Relocation – Phase I ("Phase I SCL MOA");

1
2 NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
3 performances contained herein, or attached and incorporated and made a part hereof,
4

5 IT IS MUTUALLY AGREED AS FOLLOWS:
6

7 **1. DEFINITIONS**
8

9 1.1 Approved Plans means the documents and drawings approved by the City of
10 Seattle, through the processes described in Section 7 of the Phase I SCL MOA, Section 4
11 of the Phase I SPU MOA, and Article VI of the Phase I SDOT MOA, and approved by
12 the CITY through the Street Use Permit issuance process described in Article VI of the
13 Phase I SDOT MOA.
14

15 1.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access
16 highway, over a portion of a CITY Street Right of Way and located partially in the City
17 of Seattle.
18

19 1.3 Betterment, for purposes of this Phase I SPU MOA, means any upgrading of the
20 facility being relocated that is not attributable to the PROJECT OR PROGRAM and is
21 made solely for the benefit of and at the election of SPU. SPU shall be responsible for the
22 additional incremental cost of any Betterment. Examples of work that will not constitute
23 a Betterment, so that SPU shall not bear cost responsibility, are:

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

28 ii) Upgrades to relocated or replaced utility facilities necessary to meet current
29 code requirements and SPU standards; or

30 iii) Work required by SPU to maintain service capability and capacity as the
31 STATE's PROGRAM progresses.
32

33 1.4 Business Days means Monday through Friday, inclusive, except for official City
34 of Seattle holidays.
35

36 1.5 CITY means the City of Seattle, a Washington municipal corporation, acting
37 through SDOT.
38

39 1.6 City Construction Project Engineer means the person designated by the City to act
40 as the City's primary representative in matters arising during the course of construction.
41

42 1.7 City of Seattle means the City of Seattle, a Washington municipal corporation.
43

44 1.8 Construction Contract Documents means the provisions and documents that
45 evidence the agreement between the STATE and its contractors for construction of the
46 PROJECT.

1
2 1.9 Contract Award means the STATE's written decision accepting the lowest
3 responsive bid for construction of the PROJECT.

4
5 1.10 Designated Representative means the SPU official listed in Section 3.2 of this
6 Phase I SPU MOA.

7
8 1.11 Drainage and Wastewater System means the stormwater drainage and sewer
9 systems, including SPU Facilities, owned by the City of Seattle and operated by SPU.

10
11 1.12 Drainage and Wastewater System Work means work resulting from impacts of
12 the PROJECT to the Drainage and Wastewater System, so that portions of it may need to
13 be relocated or protected.

14
15 1.13 Engineer of Record means the engineer licensed in the State of Washington who
16 has been commissioned by the STATE as the prime engineer of the PROJECT, having
17 overall responsibility for the adequacy of the design and the coordination of the design
18 work of other engineers and whose professional seal is on the Construction Contract
19 Documents.

20
21 1.14 Letter of Acceptance means the written document prepared by the CITY and
22 delivered to the STATE that signifies CITY approval of PROJECT infrastructure built by
23 the STATE's contractor; the issuance and acknowledgment of the instrument effects
24 transfer of infrastructure ownership and obligations for operation and maintenance as
25 agreed by the Parties.

26
27 1.15 Letter of Plan Approval means a letter from the CITY that signifies the CITY's
28 approval of the design of the PROJECT. The Letter of Plan Approval also represents
29 CITY LIGHT's approval for CITY LIGHT purposes only, and represents that the STATE
30 has addressed CITY LIGHT's comments to CITY LIGHT's satisfaction. The Letter of
31 Plan Approval also represents SPU's approval for SPU purposes only, and represents that
32 the STATE has addressed SPU's comments to SPU's satisfaction. The Letter of Plan
33 Approval does not authorize construction and does not constitute approval of the City of
34 Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or
35 assurance that the design or plans comply with applicable laws, regulations, ordinances or
36 codes, nor shall the Letter of Plan approval be construed to authorize any failure to
37 comply with any of the foregoing.

38
39 1.16 Notice of Substantial Completion means a written statement by the STATE to its
40 contractor that construction and installation of the PROJECT work has progressed in
41 compliance with the Construction Contract Documents, including the Approved Plans
42 and any approved revisions to those plans to the extent that the STATE has full use and
43 benefit of the facilities, both from the operational and safety standpoint, and only minor
44 incidental work, or correction or repair remains to physically complete the PROJECT.

1 1.17 Phase I SCL MOA means the Memorandum of Agreement, No. UT01148, SR-99
2 Alaskan Way Viaduct, Preliminary Engineering, Final Design, Procurement of Materials
3 and Construction for Electrical Utility Relocation – Phase I between the STATE and City
4 of Seattle acting through CITY LIGHT.

5
6 1.18 Phase I SDOT MOA means the Memorandum of Agreement, No. GCA 5680, SR-
7 99 Alaskan Way Viaduct, Property, Environmental Remediation, Permitting, and
8 Construction Coordination Agreement for Electrical Utility Relocation – Phase I between
9 the STATE and the City of Seattle acting through SDOT.

10
11 1.19 Phase I SPU MOA means this Memorandum of Agreement, No. UT01287, for
12 SPU Facilities Work – Phase I, between the STATE and the City of Seattle acting by and
13 through Seattle Public Utilities.

14
15 1.20 Plan Review Package means the plans, specifications, necessary supplemental
16 information including but not limited to field reconnaissance studies and calculations, and
17 any corrections previously requested by the City of Seattle to be submitted by the STATE
18 to the City of Seattle for review prior to issuance of a Letter of Plan Approval and Street
19 Use Permits.

20
21 1.21 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT
22 engineering after the Preliminary Engineering, which advances the PROJECT design by
23 preparing contract-ready documents and the engineer’s cost estimate. At this stage the
24 specifications are written and tailored to the plans so that all work can be measured and
25 has a pay item. The cost estimate is formalized using the established specifications, pay
26 items and quantity takeoffs, for 60% through 100% completion of the total design effort.

27
28 1.22 Preliminary Engineering means the portion of the PROJECT engineering
29 succeeding conceptual engineering, which advances the PROJECT design to address
30 Type, Size, and Location (“TS&L”) for all components of the PROJECT including the
31 final Utilities relocation. Typically this effort includes work that advances the design
32 from nominally 30% up to nominally 60% of the total design effort.

33
34 1.23 PROGRAM means all of the projects, collectively, implemented by the STATE
35 that remove and replace the AWV and the Seawall.

36
37 1.24 PROJECT means the construction of new utility facilities, the removal and
38 relocation of certain utilities from the existing AWV to underground locations,
39 modifications to existing substations in order to accommodate the relocation of the
40 network feeders and transmission cables, and Remediation, as more particularly
41 described in the “Scope of Work” attached as Exhibit B to the Phase I SDOT MOA, as
42 Exhibit A to the Phase I SCL MOA, and as Exhibit A to this Phase I SPU MOA, and
43 incorporated herein by reference.
44

1 1.25 PROJECT SCHEDULE means the schedule of design, permitting and
2 construction events presented in **Exhibit C** to the Phase I SDOT MOA and agreed to by
3 the Parties, as it may be amended from time to time by agreement of the Parties.
4

5 1.26 Scope of Work means the work agreed to by the Parties attached as Exhibit B to
6 the Phase I SDOT MOA, as Exhibit A to the Phase I SCL MOA, and as Exhibit A to this
7 Phase I SPU MOA.
8

9 1.27 SDOT means the Seattle Department of Transportation.
10

11 1.28 SCL means Seattle City Light.
12

13 1.29 SPU means Seattle Public Utilities.
14

15 1.30 SPU Facilities Work means the Water System Work and any Drainage and
16 Wastewater System Work.
17

18 1.31 STATE Designated Representative means the State of Washington official listed
19 in Section XVII of the Phase I SDOT MOA.
20

21 1.32 Utilities means the segments of the five (5) 13.8 kV network express feeders and
22 two (2) self-contained, oil-filled 115 kV transmission cables located on the AWW
23 structure between South Massachusetts Street and Railroad Way South that are required
24 to be relocated prior to the removal of the AWW, and all necessary modifications to CITY
25 LIGHT substations required to accommodate the relocation of the such network feeders
26 and transmission cables.
27

28 1.33 Utility Easement means a perpetual easement over STATE acquired real property
29 for the operation, maintenance, repair and replacement of the relocated Utilities.
30

31 1.34 Water System means the municipal water supply system owned by the City of
32 Seattle and operated by Seattle Public Utilities, including SPU Facilities such as hydrants,
33 services and mains.
34

35 1.35 Water System Work means the identified portion of the Water System that will
36 need to be relocated, and other portions of the Water System that will require protection
37 as part of the PROJECT.
38
39

40 **2. STATE AND SPU RESPONSIBILITIES FOR SPU FACILITIES WORK**

41

42 **2.1 STATE RESPONSIBILITIES**

43

44 2.1.1 The STATE shall obtain all permits and approvals required by federal, state and
45 local laws and requirements, for the SPU Facilities Work, including SPU crew work, and
46 shall provide for review by SPU all permits that need to be obtained on SPU's behalf.

1
2 2.1.2 The STATE shall perform all SPU Facilities Work indicated in the Construction
3 Contract Documents, unless specifically designated on the plans as work done by others.

4
5 2.1.3 The STATE shall provide SPU with an overall schedule for the SPU Facilities
6 Work, and shall coordinate with SPU to schedule shutdowns and SPU crew work.

7
8 2.1.4 The STATE shall provide all labor, materials, equipment, and tools required to
9 excavate, provide trench support systems, and handle and dispose of all spoils (including
10 contaminated soils, groundwater, and other debris), and provide a safe workplace for
11 SPU staff per applicable State and Federal laws, and City of Seattle standards, for the
12 SPU Facilities Work in accordance with the Approved Plans. The STATE will not
13 provide personal protective equipment for SPU staff.

14
15 2.1.5 The STATE shall restore the site after the completion the SPU Facilities Work, in
16 accordance with the Approved Plans.

17
18 2.1.6 The STATE shall prepare and implement all traffic control plans.

19
20 2.1.7 The STATE shall provide SPU with material submittals for SPU review per City
21 of Seattle Standard Specifications, and shall respond in a timely manner to all SPU
22 review comments on Change Orders, Contractor submittals, and design discrepancies,
23 pursuant to Sections 4 and 8 herein.

24
25 2.1.8 The STATE shall resolve field problems found by SPU's On-Site Inspector
26 pursuant to Section 10 herein.

27
28 2.1.9 The STATE shall initiate and coordinate pre-final and final inspections of the
29 SPU Facilities Work and follow through with completion of items listed on SPU's punch
30 list which will be based on the Construction Contract Documents, the Approved Plans,
31 and any approved revisions to the Approved Plans for the SPU Facilities Work.

32
33 2.1.10 The STATE shall prepare and deliver to SPU "as-built" drawings of all SPU
34 Facilities Work, for SPU's permanent records, within six (6) months of SPU's acceptance
35 of the SPU Facilities Work.

36
37 **2.2 SPU RESPONSIBILITIES**

38
39 2.2.1 SPU shall review Contractor submittals relating to the SPU Facilities Work, and
40 respond in a timely manner to requests for information, utility conflicts, and other similar
41 issues affecting the SPU Facilities Work.

42
43 2.2.2 For new water main connections, SPU shall perform the pipework to connect the
44 new water main to the existing Water System per City of Seattle Standard Plan No. 300.
45 The STATE will notify SPU 30 calendar days prior to the need for this work. SPU will

1 endeavor to complete the work within 24 hours of time the STATE has requested the
2 work to be done.

3
4 2.2.3 For new Drainage and Wastewater System connections, SPU shall core drill and
5 install all tees per City of Seattle Standard Specification 7-17.3(2)C, Plugs and
6 Connections. The STATE will notify SPU 30 calendar days prior to the need for this
7 work. SPU will endeavor to complete the work within 24 hours of time the STATE has
8 requested the work to be done.

9
10
11 2.2.4 SPU shall perform periodic inspection on joint bonding installed on new water
12 mains and test isolation couplings at connections of new water mains to existing water
13 mains. SPU shall also perform tests on all cathodic test stations on the new water mains
14 for electrical continuity. SPU shall obtain water samples from the new water mains after
15 they have been chlorinated and flushed by the STATE or its Contractor in accordance
16 with City of Seattle Standards, and shall perform tests on the water sample for purity.

17
18 2.2.5 SPU staff and consultants will consult with the STATE Construction Project
19 Engineer during the evaluation of the quality of the infrastructure being built by the
20 STATE's contractor. The presence and contribution of SPU staff and consultants is for
21 the sole benefit of SPU and shall not in any way relieve the STATE from its duty to
22 comply with this Phase I SPU MOA, and all permits, statutes, laws, regulations and
23 ordinances.

24
25 2.2.6 SPU shall perform shutdowns of the Water System to its affected customers and
26 shall notify these customers of such planned service interruptions.

27
28 2.2.7 SPU shall perform all connections, valve operations, and disconnections for
29 permanent and temporary water systems as needed.

30
31 2.2.8 SPU shall prepare a punch list for corrective action for the SPU Facilities Work,
32 based on the final inspection of the SPU Facilities Work performed by the STATE. The
33 punch list will be based on the Construction Contract Documents, the Approved Plans,
34 and any approved revisions to the Approved Plans for the SPU Facilities Work,

35
36
37 **3. NOTICES AND DESIGNATED REPRESENTATIVES**

38
39 3.1 Any notice required or permitted to be given pursuant to this Agreement shall be
40 in writing and shall be sent postage prepaid by U.S. Mail to the Designated
41 Representatives.

42
43 3.2 The Designated Representatives for each Party are as follows:

44
45 Project Engineer, Utilities
46 Alaskan Way Viaduct & Seawall Replacement Program

1 Washington State Department of Transportation
2 999 3rd Avenue, Suite 2424
3 Seattle, WA 98104

4
5 Project Manager, Alaskan Way Viaduct & Seawall Replacement Program
6 Seattle Public Utilities
7 P.O. Box 34018
8 700 Fifth Avenue, Suite 4900
9 Seattle, WA 98124-4018

10
11
12 **4. DESIGN & PLAN SUBMITTAL, REVIEW AND RESPONSE PROCESS**

13
14 **Design & Design Documents**

15
16 4.1 The Parties agree to work cooperatively with each other and in good faith to
17 endeavor to timely and expeditiously complete the PROJECT design in accordance with
18 the PROJECT SCHEDULE. The STATE will take the lead in coordinating regular
19 communications and meetings between SPU and the STATE in this endeavor.

20
21 4.2 The STATE agrees to work in collaboration with City of Seattle regulatory,
22 SDOT, CITY LIGHT and SPU staff and shall submit the PROJECT Preliminary
23 Engineering; Plans, Specifications and Estimate (PS&E); and Construction Contract
24 Documents to SPU for review pursuant to the procedures outlined in this Phase I SPU
25 MOA, the Phase I SDOT MOA, and the Phase I SCL MOA.

26
27 4.3 The STATE agrees to seek input from SPU in the early stages of Preliminary
28 Engineering, preparation of PS&E, and throughout the PROJECT design and permitting
29 process.

30
31 4.4 The design and construction of SPU infrastructure shall conform to all City of
32 Seattle laws, rules, regulations and standards and all applicable federal and state laws,
33 rules, regulations and standards, including but not limited to the following, except as
34 otherwise established in this Agreement:

35
36 4.4.1 The Seattle Municipal Code

37 4.4.2 The City of Seattle Standard Specifications for Road, Bridge and Municipal
38 Construction, current edition.

39 4.4.3 City of Seattle Standard Plans for Municipal Construction, current edition.

40 4.4.4 SDOT, CITY LIGHT, DPD and SPU Director's Rules

41
42 4.5 The STATE agrees to submit contract specifications for the PROJECT in a format
43 developed to conform with Federal, State and City of Seattle standards, as these
44 specifications will be used for the STATE construction contract bid package.

1 4.6 In accordance with the SR 99 Alaskan Way Viaduct & Seawall Replacement
 2 Project CADD Manual Revision 1.0, Appendix B: UTILITY City of Seattle Plan Set
 3 Preparation, dated June 2006, the STATE's plans (contract drawings) and As-Builts for
 4 the PROJECT shall be drafted to a drafting standard that has been developed to conform
 5 with Federal, State and City of Seattle standards, as these plans will be used for both the
 6 STATE Construction Contract Documents and the City of Seattle's plan approval,
 7 permitting, and archival process. The PROJECT drafting standard shall reflect, both
 8 graphically and digitally, the City of Seattle computer aided drafting (CADD) standards
 9 for all City of Seattle infrastructure to be constructed as part of the PROJECT.

10
 11 4.7 The Parties agree that the Approved Plans shall be stamped by the STATE's
 12 Design Consultant as Engineer of Record. The STATE is responsible for ensuring that
 13 permit applications and plans meet City of Seattle regulatory standards.

14
 15 **Plan Review**

16
 17 4.8 The STATE shall submit to SPU clear and complete plans, specifications, and the
 18 necessary supplemental information such as field reconnaissance studies and calculations
 19 in a manner that will allow CITY departments sufficient time to review the applications
 20 and plans. As the remaining submittals for the PROJECT are limited to the 90% and the
 21 100% Agency Reviews, SPU agrees to twenty-five (25) Business Days for review of the
 22 90% submittal and fifteen (15) Business Days for the 100% submittal. However, the
 23 number of review days will increase if multiple submittals are received by SPU per the
 24 table below.

Submittal Phase	Number of Business Days per Number of Design Review Plan Review Packages Under Review		
	One	Two	Three
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

25
 26 4.9 SPU's review period begins with the receipt by SPU of the 90% Plan Review
 27 Package and for the 100% Plan Review Package, with receipt by SPU of the 100% Plan
 28 Review Package and ends when SPU's final comment document is submitted to the
 29 STATE electronically in a Microsoft Excel document format.

30
 31 4.10 The STATE shall hand deliver the 90% and 100% Plan Review Package to SPU's
 32 Designated Representative or other officials designated by SPU for review and comment.
 33 For purposes of this Section, the Plan Review Package includes the plans, specifications,
 34 necessary supplemental information such as field reconnaissance studies and calculations,
 35 and corrections previously requested by SPU. The STATE shall submit to City of Seattle
 36 35 half-scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-
 37 scale (11 inch by 17 inch) copies of the 100% Plan Review Package.
 38

1 4.11 The STATE agrees to establish and provide to SPU a target schedule for the
2 STATE's submittals to SPU, as soon as such schedule is available. The STATE shall
3 notify SPU of any proposed schedule modifications. If the STATE determines that it
4 cannot meet the anticipated dates, the STATE shall provide to SPU's Designated
5 Representative a revised submittal schedule as soon as possible after delay is known or
6 anticipated.

7
8 4.12 The STATE shall notify SPU's Designated Representative fifteen (15) Business
9 Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review
10 Package will be transmitted as scheduled or to establish a deferred date so that SPU staff
11 can be appropriately scheduled for the 90% review.

12
13 4.13 SPU's Designated Representative will work with the CITY departments to
14 identify deficiencies in the STATE's 90% Plan Review Package. SPU reviewers will
15 describe the deficiencies in writing in sufficient detail to enable the STATE to revise the
16 plans in a manner that brings them into compliance with SPU requirements. All
17 comments from SPU reviewers will be incorporated into one Microsoft Excel document.
18 SPU's Designated Representative, or other official designated by SPU, will reconcile and
19 resolve conflicting comments from SPU reviewers prior to submitting formal comments
20 to the STATE within the agreed timeframe.

21
22 4.14 The STATE shall provide a written response to SPU for every written comment
23 submitted by SPU.

24
25 4.15 The STATE shall work with SPU staff to resolve all issues to SPU's satisfaction
26 and address every SPU comment on the 90% Plan Review Package to SPU's satisfaction
27 through one-on-one meetings with SPU staff and making additional plan sheet revisions.
28 If such meetings and revisions do not resolve all SPU issues to SPU's satisfaction within
29 30 calendar days, the remaining issues will be considered a dispute and resolved in
30 accordance with Article XV – Dispute Resolution of the Phase I SDOT MOA.

31
32 4.16 Both SPU and STATE shall work collaboratively to resolve issues in a timely
33 manner prior to the STATE delivering the 100% Plan Review Package to SPU for
34 approval. Once the STATE has demonstrated that all SPU's 90% Plan Review Package
35 review comments have been addressed to SPU's satisfaction, SPU shall provide the
36 STATE with a written request to submit the 100% Plan Review Package for final review
37 and plan approval.

38
39 4.17 SPU will coordinate a final check of the 100% Plan Review Package to confirm
40 that the 100% Plan Review Package adequately addresses SPU comments. Upon such
41 confirmation, SPU will notify SDOT of SPU's approval of the design and request that
42 SDOT issue a Letter of Plan Approval. SPU's request for the issuance of a Letter of Plan
43 Approval constitutes SPU's approval for SPU's purposes only, and represents that the
44 STATE has addressed SPU's comments to SPU's satisfaction. Said Letter of Plan
45 Approval does not authorize construction and does not constitute approval of the City of
46 Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or

1 assurance that the design or plans comply with applicable laws, regulations, ordinances or
2 codes, nor shall the Letter of Plan approval be construed to authorize any failure to
3 comply with any of the foregoing.
4
5

6 **5. FUNDING OF SPU FACILITIES WORK**

7

8 5.1 The STATE shall pay for all costs of the SPU Facilities Work performed by the
9 STATE or its Contractor, as set forth in the Approved Plans, without reimbursement from
10 SPU, including Change Orders pursuant to Section 7.1, except as outlined in Section 7.3.
11 No delay costs shall be paid for by SPU. SPU will be responsible for costs associated
12 with SPU staff or SPU consultants and SPU administrative overhead.
13

14 5.2 SPU Financial Contribution. SPU will be required to provide staff in the
15 performance of their roles and responsibilities as outlined above. The costs associated
16 with SPU staff time will be calculated and the amount will be a credit to SPU as part of
17 their financial contribution to the PROJECT.
18
19

20 **6. CONTRACT MANAGEMENT AND CONTRACT ADMINISTRATION**

21

22 6.1 The STATE shall comply with all provisions of the Phase I SDOT MOA
23 regarding Contract Management and Contract Administration for the PROJECT,
24 including but not limited to Section VIII therein, and such provisions shall apply equally
25 to this Phase I SPU MOA.
26
27

28 **7. CHANGE ORDERS**

29

30 7.1 During construction, within three (3) Business Days of receiving a proposed
31 change from what is specified in the Approved Plans that affects an SPU facility, or a
32 change to the PROJECT that further impacts the SPU Water System or the Drainage and
33 Wastewater System ("Change Order"), the STATE shall transmit the proposed change to
34 SPU for review, comment, and approval. The STATE will allow a sufficient time period
35 for SPU to review, comment, and approve the Change Order before execution. Upon
36 written approval by SPU, the STATE shall make changes to the Approved Plans that
37 impact SPU Facilities, and shall make changes to the schedule as necessary to respond to
38 comments provided by SPU. The STATE shall pay for all Change Orders. No delay
39 costs shall be paid by SPU.
40

41 7.2 SPU may request additions and changes to the Water System and/or the Drainage
42 and Wastewater System Work through the STATE. The STATE shall comply with the
43 requested additions provided that the change is within the general scope of the PROJECT
44 and complies with the PROJECT permits, State and/or Federal law and applicable rules,
45 codes and/or regulations. Such additions and changes may lead to Change Orders, or they
46 may lead to Betterments.

1 7.3 For purposes of this Phase I SPU MOA, a Betterment is any upgrading of the
2 facility being relocated that is not attributable to the PROJECT or PROGRAM and is
3 made solely for the benefit of and at the election of SPU. SPU shall be responsible for the
4 additional incremental cost of any Betterment. A decision to execute a Betterment shall
5 be made by the mutual agreement of the STATE and SPU. Any Betterments shall require
6 the written request of SPU.

7
8 7.3.1 Examples of work that will not constitute a Betterment, so that SPU shall
9 not bear cost responsibility, are:

10 i) If existing devices or materials are no longer regularly manufactured or cannot
11 be obtained in time to meet the PROJECT schedule, needs or requests by the STATE,
12 then devices or materials of equivalent standards although not identical, of the next
13 highest grade or size;

14 ii) Upgrades to relocated or replaced utility facilities necessary to meet current
15 code requirements and SPU standards; or

16 iii) Work required by SPU to maintain service capability and capacity as the
17 STATE's PROGRAM progresses.

18 19 **8. PROTECTION OF SPU FACILITIES ACCESS**

20
21 8.1 Neither the STATE nor its Contractor shall require SPU to interrupt water service
22 without (i) written notice to SPU at least fourteen (14) calendar days prior to the planned
23 interruption and (ii) SPU's written approval. SPU may restrict water service
24 interruptions to the extent necessary to maintain Water System operations and adequate
25 water supply to customers. Under no circumstances shall the STATE, its Contractor, or
26 anyone other than SPU personnel, damage, repair, modify or operate any portion of the
27 existing water system including but not limited to water services, water mains, valves,
28 test stations, and meters.

29
30 8.2 The STATE shall ensure that SPU's access to existing and newly installed
31 hydrants, meters, valves, or similar surface Water System Facilities, and Drainage and
32 Wastewater System Facilities, is maintained 24 hours a day, 7 days a week, unless
33 different arrangements have been agreed to in advance and in writing by the Parties. For
34 purposes of this Phase I SPU MOA, "access" shall mean that the hydrants, meters,
35 valves, or similar surface Water System Facilities, and Drainage and Wastewater System
36 Facilities shall not be blocked, covered or otherwise inaccessible to SPU.

37
38 8.3 SPU shall have the right to enter the PROJECT site at any time to operate and
39 maintain the Water System or the Drainage and Wastewater System, to inspect or observe
40 the Water System Work or any Drainage and Wastewater System Work performed by the
41 Contractor, or to perform the Water System Work or any Drainage or Wastewater System
42 Work for which SPU is responsible.

43
44 8.4 In the event that the STATE needs entry into any SPU Facility or property held
45 under the jurisdiction of SPU, the STATE shall apply for an SPU permit.

1
2 **9. SPU ACCESS AND INSPECTION**
3

4 9.1 The STATE shall provide SPU with 24 hour, 7 days a week, safe access to any
5 construction and staging areas that relate to the Water System Work and any Drainage
6 and Wastewater System Work. SPU staff, other than SPU's On-Site Inspector, will notify
7 the STATE in advance of their arrival on site except in the case of emergency.
8

9 9.2 The STATE agrees and acknowledges that SPU shall have an On-Site Inspector,
10 as SPU determines necessary, during the construction. The STATE agrees and
11 acknowledges the SPU's On-Site Inspector shall (a) have timely and complete access to
12 the construction work associated with the Water System and Drainage and Wastewater
13 System Work; (b) be timely informed of all relevant construction timelines associated
14 with such work; and (c) have the authority to reject and have corrected and/or replaced
15 any construction or materials deemed to be deficient, or which deviate from the
16 Construction Contract Documents, the Approved Plans, or any approved revisions to the
17 Approved Plans. In such instances, SPU's On-Site Inspector, or SPU's Project Manager
18 will immediately direct comments and issues to the STATE's Construction Project
19 Engineer or his designated representative, which will be followed up in writing as soon as
20 possible but no later than ten (10) Business Days of the date of any inspection. The
21 STATE shall promptly address each comment or issue presented by SPU to SPU's
22 satisfaction. SPU staff will continue to be supervised by SPU management.
23

24 9.3 The STATE shall provide SPU with timely notice upon commencement and
25 completion of all material stages of the Water System Work and any Drainage and
26 Wastewater System Work, and shall invite SPU to inspect such work upon completion of
27 any material stage. The STATE shall provide at least five (5) Business Days notice for
28 each inspection. SPU shall submit a complete list of any concerns or deficiencies to the
29 STATE within ten (10) Business Days of the date of any inspection. The STATE shall
30 timely address each comment or issue presented by SPU to SPU's satisfaction. Both
31 Parties agree to act as expeditiously as possible to assure a timely resolution of any
32 deficiencies.
33

34 9.4 SPU shall observe the work performed by the STATE for quality assurance. SPU
35 may notify the STATE if defective Water System Work or Drainage and Wastewater
36 System Work is observed, such as improper installation or unsafe conditions. The
37 Contractor shall, upon STATE notification, with SPU concurrence, promptly take
38 whatever actions necessary to remedy the problem. If necessary, SPU shall have the right
39 to require the STATE's Project Engineer to stop work on Water System Work or the
40 Drainage and Wastewater System Work if conditions are unsafe or the Water System
41 Work or the Drainage and Wastewater System Work is being performed in a manner
42 inconsistent with this Phase I SPU MOA (including the use of improper methods or
43 materials) or applicable regulations or SPU policies; provided that SPU agrees it will not
44 unreasonably interrupt or hinder the PROJECT.
45

1 9.4 Any and all services, including direction, provided by SPU pursuant to this
2 section shall be subject to all limitations on the CITY's liability contained in the Phase I
3 SDOT MOA, including but not limited to Section XI, Risk Allocation.
4

5 **10. SPU FACILITIES FINAL INSPECTION AND ACCEPTANCE**

6

7 10.1 The STATE shall notify SPU upon completion of the SPU Facility's Work
8 necessary for the PROJECT and shall invite SPU to participate in a joint pre-final
9 inspection of the completed work, to confirm that it meets SPU standards and otherwise
10 for SPU purposes only. SPU shall inspect the completed SPU Facilities Work, and shall
11 have the right to reject construction or materials which are deficient, or which deviate
12 from the Construction Contract Documents, the Approved Plans, or any approved
13 revisions to the Approved Plans. SPU shall submit a written response within ten (10)
14 Business Days of the date of the pre-final inspection, notifying the STATE of SPU's
15 willingness to accept the completed SPU Facilities Work, or rejecting the completed SPU
16 Facilities Work. In the event that the completed SPU Facilities Work is rejected, such
17 response shall include written notice of any known deficiencies in said work.
18

19 10.2 The STATE shall timely address each deficiency presented by SPU to SPU's
20 satisfaction. Both Parties agree to act as expeditiously as possible to assure a timely
21 resolution of any deficiencies.
22

23 10.3 Once the STATE determines that it has remedied all deficiencies identified by
24 SPU during the pre-final inspection, the STATE will invite SPU to participate in a joint
25 final inspection of the completed SPU Facilities Work. SPU shall submit a written
26 response within ten (10) Business Days of the date of the final inspection, notifying the
27 STATE of SPU's willingness to accept the completed SPU Facilities Work, or rejecting
28 such SPU Facilities Work and notifying the STATE of any remaining known deficiencies
29 in said work.
30

31 10.4 SPU agrees, upon satisfactory completion of the SPU Facilities Work, to deliver a
32 Letter of Acceptance, subject to any contractor claims caused by the negligent acts or
33 omissions of the STATE in administering the SPU Facilities Work. The Letter of
34 Acceptance shall signify SPU accepting the relocated SPU Facilities for ownership,
35 operation and maintenance, and shall signify the STATE's transfer of the SPU Facilities
36 ownership to SPU. The Letter of Acceptance shall be jointly executed by the Parties.
37 The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY
38 LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.
39

40 10.4.1 SPU may withhold this Acceptance of the SPU Facilities Work by
41 submitting a written notification to the STATE within 30 calendar days following final
42 inspection of the SPU Facilities Work. This notification shall include detailed reason(s)
43 for withholding the acceptance.
44

45 10.5 In instances where SPU infrastructure built by the STATE's contractor must be
46 placed into use and operation prior to PROJECT Acceptance, and after SPU has

1 determined that this infrastructure meets with the minimum inspection and testing
2 requirements necessary for placing the infrastructure into use, SPU will notify the
3 STATE that it is assuming interim use and operation until the STATE completes the
4 PROJECT and SPU accepts the infrastructure.

5
6 10.6 The Parties may mutually agree to perform the pre-final inspection and final
7 inspection procedures of this Article and SPU may issue a Letter of Acceptance for
8 portions of the PROJECT. A Letter of Acceptance shall only be issued for distinct
9 geographic areas in which the STATE has completed all PROJECT work.

10 11 **11. OWNERSHIP OF IMPROVEMENTS AND WARRANTIES**

12
13 11.1 Upon completion of the SPU Facilities Work and upon SPU's Acceptance as
14 outlined herein, the STATE shall transfer ownership of the SPU Facilities to SPU, shall
15 warrant good title to the SPU Facilities constructed by the STATE, and shall transfer all
16 right, title and interest it may have in the SPU Facilities to SPU. SPU shall be responsible
17 for all future operation and maintenance of the SPU Facilities at its sole cost and expense,
18 except that the STATE shall remain liable for any latent defects or warranty claims.

19 11.2 In addition, for any design, permitting or construction of the SPU Facilities Work
20 undertaken by the STATE, the STATE shall require its construction contractors to
21 provide the STATE with the following warranties, each of which shall be for a minimum
22 of one year, unless the industry standard is longer: (1) any guaranty or warranty furnished
23 as a normal trade practice in connection with the purchase (by the contractor or a
24 subcontractor) of any equipment, materials or items incorporated in the SPU Facilities
25 Work; and (2) any guaranty or warranty for workmanship furnished as a normal trade
26 practice.

27 28 **12. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION**

29
30 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
31 Environmental Remediation During Construction, including but not limited to all
32 provisions in Section IV therein, and such provisions shall apply equally to this Phase I
33 SPU MOA.

34 35 36 **13. RISK ALLOCATION**

37
38 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Risk
39 Allocation and Indemnification, including but not limited to all provisions in Section XI
40 therein, and such provisions shall apply equally to this Phase I SPU MOA.

41 42 43 **14. INSURANCE**

1 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding
2 Insurance, including but not limited to all provisions in Section XII therein, and such
3 provisions shall apply equally to this Phase I SPU MOA.
4
5

6 **15. THIRD PARTY BENEFICIARY**
7

8 The STATE shall comply with all provisions of the Phase I SDOT MOA regarding Third
9 Party Beneficiary, including but not limited to all provisions in Section XIII therein, and
10 such provisions shall apply equally to this Phase I SPU MOA.
11

12 **16. DISPUTE RESOLUTION**
13

14 The provisions of the Phase I SDOT MOA regarding Dispute Resolution, including but
15 not limited to Section XV therein, shall apply equally to this Phase I SPU MOA.
16
17

18 **17. REMEDIES; ENFORCEMENT**
19

20 The provisions of the Phase I SDOT MOA regarding Remedies; Enforcement, including
21 but not limited to Section XVI therein, shall apply equally to this Phase I SPU MOA.
22
23

24 **18. TERM; TERMINATION**
25

26 The Term of this Phase I SPU MOA shall be the Term provided in Section XIX of the
27 Phase I SDOT MOA, and the provisions of the Phase I SDOT MOA regarding
28 Termination, including but not limited to Section XIX therein, shall apply equally to this
29 Phase I SPU MOA.
30
31

32 **19. CONFIDENTIALITY OF INFORMATION AND RECORDS**
33

34 The provisions of the Phase I SDOT MOA regarding Confidentiality of Information and
35 Records, including but not limited to Section XX therein, shall apply equally to this
36 Phase I SPU MOA.
37
38

39 **20. GENERAL PROVISIONS**
40

41 The General Provisions set forth in the Phase I SDOT MOA, including but not limited to
42 Section XXI therein, shall apply equally to this Phase I SPU MOA.
43
44

1
2 IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the
3 day and year first above written.
4

5
6 SEATTLE PUBLIC UTILITIES

WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION

7
8
9 By: Sharon K. White

By: Ronald J. Paananen

10
11 Print: Sharon K. White

Print: Ronald J. Paananen

12
13 Title: SPU, Assistant Director

Title: Urban Corridors Deputy Administrator

14
15 Date: 5-21-08

Date: 5/28/08

16
17
18
19
20
21 APPROVED AS TO FORM:

22 BRYCE BROWN
23 By (print)

24
25
26
27
28 Bryce Brown
29 Signature
30 Assistant Attorney General

31
32 Date: 5/28/08
33
34

Exhibit A: Scope of Work

The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWV to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWV to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWV. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWV structure, between bents 119 and 118. The transmission duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWV and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.

MEMORANDUM OF AGREEMENT
NO. GCA 5680

2008 SEP 18 AM 9:26

SR-99 ALASKAN WAY VIADUCT
PROPERTY, ENVIRONMENTAL REMEDIATION, PERMITTING, AND
CONSTRUCTION COORDINATION AGREEMENT
FOR ELECTRICAL UTILITY RELOCATION - PHASE I

CITY CLERK

THIS Property, Environmental Remediation, Permitting and Construction Coordination Agreement, No. GCA 5680 for Electrical Utility Relocation Phase I ("Phase I SDOT MOA") is made and entered into this 28th day of May, 2008, between the State of Washington Department of Transportation, hereinafter the "STATE," and the City of Seattle by and through its Seattle Department of Transportation, hereinafter the "CITY", collectively the "Parties" and individually the "Party."

WHEREAS, the STATE in consultation with the City of Seattle is planning for the replacement of the Alaskan Way Viaduct ("AWV") on State Route 99, a non-limited access highway, located partially in the City of Seattle; and

WHEREAS, in order to provide a transportation facility and seawall with improved earthquake resistance that maintains or improves mobility and accessibility for people and goods, the State and City of Seattle will implement improvement projects that remove the AWV, reconfigure State Route 99 and replace the Seawall. All of these projects are collectively referred to as the PROGRAM. The State and City of Seattle, in conjunction with the Federal Highway Administration (FHWA), and King County, are working to define a reconfigured and improved State Route 99; and

WHEREAS, the Parties are moving forward collaboratively with King County to determine what the solution will be in the Central Waterfront portion of the PROGRAM, but have agreed in general, on the work required at the north and south ends of the PROGRAM. As directed by the Governor and the Mayor of Seattle, the State, in consultation with the City, is preparing to design and construct certain Early Safety and Mobility Projects at the north and south ends. These projects significantly advance the PROGRAM; and

WHEREAS, the AWV structure is aging and was further weakened by the Nisqually Earthquake in 2001, and because of these factors, it is vulnerable to catastrophic damage during another seismic event; and

WHEREAS, Seattle City Light has five (5) 13.8kV network express feeders and two (2) self-contained, low pressure oil-filled 115kV transmission cables (collectively, "Utilities") located on the AWV structure and the Utilities are also vulnerable to damage during a seismic event; and

WHEREAS, removal of the AWV structure will require the prior relocation of the

Utilities, regardless of whether the AWV is reconstructed with an elevated structure or replaced with a tunnel or surface option; and

WHEREAS, one of the Early Safety and Mobility Projects is the relocation of all Seattle City Light electrical lines off of the AWV. Phase 1 of this Early Safety and Mobility Project is the relocation of electrical lines between South Massachusetts Street and Railroad Way South which is planned to be completed prior to another Early Safety and Mobility Project, the AWV Removal from South Holgate Street to South King Street; and

WHEREAS, the Parties agree that the STATE will perform the design and construction of the Utility relocation, as well as the procurement of any Utilities relocation materials that are required to meet schedule requirements; and

WHEREAS, the Parties desire to complete the Utilities relocation prior to December 31, 2009; and

WHEREAS, concurrently with this Phase I SDOT MOA, the STATE and CITY, through SCL, are entering into a Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation – Phase I (“Phase I SCL MOA”); and

WHEREAS, concurrently with this Phase I SDOT MOA, the STATE and CITY, through its Seattle Public Utilities Department (“SPU”) are entering into a Memorandum of Agreement, No. UT01287, for SPU Facilities Work – Phase I (“Phase I SPU MOA”); and

WHEREAS, the PROJECT will in some instances require the use of existing CITY street right-of-way;

NOW, THEREFORE, pursuant to RCW 47.24.020 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

I. DEFINITIONS

1.1 Approved Plans means the documents and drawings approved by the City of Seattle, through the processes described in Section 7 of the Phase I SCL MOA, Section 4 of the Phase I SPU MOA, and Article VI of this Phase I SDOT MOA, and approved by the City of Seattle through the process for issuance of Street Use Permits described in Article VI of the Phase 1 SDOT MOA.

1.2 AWV means the Alaskan Way Viaduct on State Route 99, a non-limited access highway, over a portion of a CITY street and located partially in the City of Seattle.

- 1.3 Base Permit Fee means the fee so identified and established for utility system construction in City of Seattle Ordinance Number 122295, as amended.
- 1.4 Business Days, as used in this Phase 1 SDOT MOA, the Phase I SCL MOA and the Phase I SPU MOA means Monday through Friday, inclusive, except for official City of Seattle holidays.
- 1.5 CITY means the City of Seattle, a Washington municipal corporation, acting through SDOT.
- 1.6 City Construction Project Engineer means the person designated by the City of Seattle to act as the City of Seattle's primary representative in matters arising during the course of construction as set forth in this agreement.
- 1.7 CITY Designated Representative means the City of Seattle official listed in Section XVII of this MOA.
- 1.8 City of Seattle means the City of Seattle, a Washington municipal corporation.
- 1.9 City Street Right of Way or City of Seattle Street Right-of-Way means public street right of way under the jurisdiction of the Seattle Department of Transportation, pursuant to Title 15 of the Seattle Municipal Code.
- 1.10 Construction Contract Documents means the provisions and documents that evidence the agreement between the STATE and its contractors for construction of the PROJECT.
- 1.11 Contract Award means the STATE's written decision accepting the lowest responsive bid for construction of the PROJECT.
- 1.12 Engineer of Record means the engineer licensed in the State of Washington who has been commissioned by the STATE as the prime engineer of the PROJECT, having overall responsibility for the adequacy of the design and the coordination of the design work of other engineers and whose professional seal is on the Construction Contract Documents.
- 1.13 Environmental Compliance Assurance Procedures means procedures incorporated into the WSDOT *Construction Manual* M41-01 dated January 2008 (Section 1-2.2k(1)) and the WSDOT *Environmental Procedures Manual* M31-11 (Sections 610 and 690) dated September 2007, as modified by the Phase I SDOT MOA, which provide guidance on compliance with Environmental Laws and environmental Remediation. The purpose of the Environmental Compliance Assurance Procedure (ECAP) is to recognize and eliminate environmental violations during the construction phase on WSDOT construction sites, and to ensure prompt notification to WSDOT management and agencies. For purposes of the ECAP, violations are defined as actions that are not in compliance with environmental standards, permits, or laws.

1.14 Environmental Law means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the STATE has knowledge), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

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

1.16 Letter of Acceptance means the written document prepared by the CITY and delivered to the STATE that signifies CITY approval of PROJECT infrastructure built by the STATE's contractor; the issuance and acknowledgment of the instrument effects transfer of infrastructure ownership and obligations for operation and maintenance as agreed by the Parties.

1.17 Letter of Plan Approval means a letter from the CITY that signifies the CITY's approval of the design of the PROJECT. The Letter of Plan Approval also represents CITY LIGHT's approval for CITY LIGHT purposes only, and represents that the STATE has addressed CITY LIGHT's comments to CITY LIGHT's satisfaction. The Letter of Plan Approval also represents SPU's approval for SPU purposes only, and represents that the STATE has addressed SPU's comments to SPU's satisfaction. The Letter of Plan Approval does not authorize construction and does not constitute approval of the City of Seattle in any regulatory capacity. The Letter of Plan Approval is not a representation or assurance that the design or plans comply with applicable laws, regulations, ordinances or

codes, nor shall the Letter of Plan Approval be construed to authorize any failure to comply with any of the foregoing.

1.18 MTCA means the Washington Model Toxics Control Act (Chs. 70.105D RCW and 82.21 RCW).

1.19 Notice of Substantial Completion means a written statement by the STATE to its contractor that the PROJECT work has progressed in compliance with the Construction Contract Documents, including the Approved Plans and any approved revisions to those plans to the extent that the STATE has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, or correction or repair remains to physically complete the PROJECT.

1.20 Phase 1 Property means the real property owned by the STATE that will be used for the PROJECT Scope of Work, attached as Exhibit B. The Phase 1 Property is legally described in Exhibit A. This Phase 1 Property was acquired or will be acquired in conjunction with real property acquisition that is required for the PROGRAM

1.21 Phase 1 SCL MOA means the Memorandum of Agreement, No. UT01148, for Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation – Phase I between the STATE and City of Seattle acting through SCL.

1.22 Phase 1 SPU MOA means the Memorandum of Agreement, No. UT01287, for SPU Facilities Work – Phase I between the STATE and City of Seattle acting through SPU.

1.23 Plan Review Package means the plans, specifications, necessary supplemental information including but not limited to field reconnaissance studies and calculations, and any corrections previously requested by the City of Seattle to be submitted by the STATE to the City of Seattle for review prior to issuance of a Letter of Plan Approval and of Street Use Permits.

1.24 Plans, Specifications, and Estimate (“PS&E”) means the portion of the PROJECT engineering after the Preliminary Engineering, which advances the PROJECT design by preparing contract-ready documents and the engineer’s cost estimate. At this stage the specifications are written and tailored to the plans so that all work can be measured and has a pay item. The cost estimate is formalized using the established specifications, pay items and quantity takeoffs, for 60% through 100% completion of the total design effort.

1.25 Preliminary Engineering means the portion of the PROJECT engineering succeeding conceptual engineering, which advances the PROJECT design to address Type, Size, and Location (“TS&L”) for all components of the PROJECT including the final Utilities relocation. Typically this effort includes work that advances the design from nominally 30% up to nominally 60% of the total design effort.

1.26 PROGRAM means all of the projects, collectively, implemented by the STATE that remove and replace the AWV and the Seawall

1.27 PROJECT means the construction of new utility facilities, the removal and relocation of certain utilities from the existing AWV to underground locations, modifications to existing substations in order to accommodate the relocation of the network feeders and transmission cables, and Remediation as more particularly described in the "Scope of Work" attached as **Exhibit B**, and incorporated herein by reference.

1.28 PROJECT SCHEDULE means the schedule of design, permitting and construction events presented in **Exhibit C** and agreed to by the Parties, as it may be amended from time to time by agreement of the Parties.

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

1.30 Scope of Work means the work agreed to by the Parties attached to this Phase I SDOT MOA as **Exhibit B**.

1.31 SDOT means the Seattle Department of Transportation.

1.32 SCL means Seattle City Light.

1.33 SPU means Seattle Public Utilities.

1.34 STATE Designated Representative means the State of Washington official listed in Section XVII of this MOA.

1.35 Street Use Permit means written authorization secured by the STATE from the Director of the Seattle Department of Transportation for use of the City Street Right of Way pursuant to Title 15 of the Seattle Municipal Code.

1.36 Submittal Register means a list of all documents or reports that are required by the Construction Contract Documents or applicable law to be provided to or submitted to the STATE, the CITY, SPU and SCL.

1.37 Utilities means the segments of the five (5) 13.8 kV network express feeders and two (2) self-contained, oil-filled 115 kV transmission cables located on the AWV structure between South Massachusetts Street and Railroad Way South that are required to be relocated prior to the removal of the AWV, and all necessary modifications to CITY

LIGHT substations required to accommodate the relocation of the such network feeders and transmission cables.

1.38 Utility Easement means a perpetual easement over STATE acquired real property for the operation, maintenance, repair and replacement of the relocated Utilities.

II. PROPERTY ACQUISITION

2.1 Real Property Acquisition. The STATE is acquiring, at its expense, the Phase 1 Property. The STATE has determined that no other private real property will be necessary for the PROJECT. The STATE shall complete acquisition of the Phase 1 Property prior to Contract Award. The STATE shall consult with the CITY regarding all documents and conditions in connection with the STATE's remaining acquisitions of real property for the PROJECT. For the portions of the Phase 1 Property that will be transferred to the City of Seattle, the STATE has, or will have, acquired these portions in fee simple.

2.2 State Acquisition Obligations. The STATE has, or prior to Contract Award will have, performed all necessary appraisals, appraisal review, title review, property investigation, relocation assistance, environmental due diligence and all other services in connection with acquisition of the Phase 1 Property. All costs associated with the acquisition of the Phase 1 Property shall be the sole responsibility of the STATE.

2.3 The utility facilities will be located in property the STATE has or shall acquire, and the property will be owned in fee simple.

2.4 Environmental Due Diligence. The STATE shall be responsible for identification and investigation of Hazardous Substances on Phase 1 Property following procedures set in the current WSDOT *Environmental Procedures Manual M 31-11* dated September 2007 and WSDOT *Right-of-Way Manual M 26-01* dated October 2006.

III. SEATTLE CITY LIGHT EASEMENT

Within four (4) months of execution of this Phase I SDOT MOA, the STATE shall convey to the City of Seattle the Utility Easement in a form mutually satisfactory to CITY LIGHT and the STATE.

IV. ENVIRONMENTAL REMEDIATION DURING CONSTRUCTION

4.1 State Responsibilities. The STATE shall be responsible for identification, investigation and Remediation of Hazardous Substances found within the limits of the PROJECT during its environmental due diligence of the Phase 1 Property and will identify areas of known Hazardous Substances in the PS&E circulated for CITY review

and approval. In addition, the STATE shall be responsible for identification, investigation and Remediation of Hazardous Substances discovered during construction. Provisions for Remediation of known Hazardous Substances, approved Remediation plans, and provisions for Remediation of Hazardous Substances discovered during construction shall be included in the Construction Contract Documents.

4.2 Environmental Remediation will be in accordance with Environmental Law. The STATE will follow the Model Toxics Control Act (MTCA) and associated procedures approved by the Washington State Department of Ecology for Remedial Action and the STATE will undertake Remediation using environmental professional judgment that achieves an overall effectiveness comparable to the substantial equivalent of a Washington State Department of Ecology conducted or supervised Remedial Action appropriate to the specific site conditions and contaminants with no environmental restrictions or covenants unless agreed to by the CITY in writing. The STATE is not obligated to implement the public notification and documentation procedures common to the substantial equivalent of a Washington State Department of Ecology conducted or supervised Remedial Action.

4.3 Under certain circumstances, and in consultation with the CITY, the STATE may conduct additional Remediation of contaminated areas, including contaminated areas outside the limits of the PROJECT. These circumstances may include, but are not limited to:

4.3.01 Instances in which Remediation may be necessary to prevent adverse water quality impacts and/or to comply with other State and Federal permit conditions;

4.3.02 Instances that in the judgment of the STATE Project Engineer require immediate Remediation to protect public health and safety;

4.3.03 Where regulatory agencies with jurisdiction require additional Remediation;

4.3.04 Where additional Remediation is necessary to prevent recontamination of the limits of the PROJECT, address subsurface utility facilities located or planned within or near the limits of the PROJECT or within the Phase 1 Property, or address disturbance or exacerbation of existing contamination; and

4.3.05 Where additional Remediation is necessary to meet mutually acceptable risk management standards in accordance with STATE and CITY protocols.

4.4 All work shall comply with the WSDOT *Environmental Procedures Manual M 31-11* dated September 2007 and WSDOT *Construction Manual M41-01* dated January 2008, Environmental Law, except as modified by this Phase I SDOT MOA.

4.5 The STATE will include the CITY in its Environmental Compliance Assurance Procedures (ECAP) when unanticipated contamination is found within the limits of the PROJECT. Notification procedures will include notifying the CITY orally followed by written notification.

4.6 The STATE's Project Engineer will determine, in consultation with the CITY, Remediation of known and unanticipated Hazardous Substances in the PROJECT. In instances where the CITY disputes the STATE's plan(s) for Remediation in connection with the Phase I Property, the CITY and STATE will resolve the dispute through the dispute resolution process in Article XV of this Phase 1 SDOT MOA.

4.7 The STATE shall prepare plans in consultation with the CITY for Remediation of known and unanticipated Hazardous Substances in connection with the City Street Right of Way, and shall obtain CITY concurrence prior to implementing Remedial Actions. In instances where the CITY finds the STATE's plans for Remediation unacceptable, the CITY or STATE may request resolution through the dispute resolution process in Article XV of this Phase I SDOT MOA.

4.8 Prior to the start of construction, and after the contractor has been selected, the STATE will initiate and host an environmental preconstruction meeting. The STATE will invite City of Seattle staff, WSDOT staff and the WSDOT contractor to discuss known contamination, environmental procedures, environmental Remediation and permit conditions that apply to the PROJECT.

4.9 The STATE will obtain all required permits and approvals for Remediation.

4.10 Remediation work shall not proceed in areas outside of the limits of the PROJECT unless the STATE has obtained written permission of the property owner and appropriate permits to work on property that is not part of the PROJECT. The STATE shall make reasonable efforts to obtain permission of the property owner. The STATE may utilize the assistance of the State Department of Ecology as provided in the MTCA regulations.

4.11 The STATE shall provide the CITY with copies of environmental close-out reports for Remediation activities.

4.12 All costs associated with testing, handling, storing, removing, transporting, disposing, or treating Hazardous Substances that are excavated in connection with the PROJECT will be paid by the STATE. In addition, STATE shall be responsible for all costs associated with Remediation of any releases that are caused or exacerbated by its own employees or contractors. The STATE shall be identified as the generator for these Hazardous Substances.

4.13 The CITY will provide to the STATE all records regarding any known areas where Hazardous Substances may be located within the limits of the PROJECT, including but not limited to Phase I and Phase II investigation reports for properties located in the PROJECT. The reports shall be provided for the STATE's information only, shall not be relied upon by the STATE, and the CITY's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

4.14 The STATE will provide to the CITY all records regarding any known areas where Hazardous Substances may be located within the limits of the PROJECT, including but not limited to Phase I and Phase II investigation reports for the Phase 1 Property. In addition, the STATE will notify and provide information regarding any contamination encountered during construction. Reports provided by the STATE are for information only, and shall not be relied upon by the CITY, and the STATE's provision of these records shall not constitute a representation or warranty as to the accuracy of the information contained in the reports.

V. RIGHT-OF-WAY USE

5.1 The STATE's use of City of Seattle Street Right-of-Way shall comply with the Seattle Municipal Code and all other applicable laws.

5.2 The STATE shall apply for and obtain all necessary federal, state and City of Seattle-issued permits and approvals prior to commencing work on the PROJECT, including but not limited to all permits, approvals or permission for exploratory investigations, testing, site preparations, demolition, construction and construction staging.

5.3 The STATE acknowledges the right of the City of Seattle to exercise its police power pursuant to general law and applicable statutes for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this Phase I SDOT MOA shall be construed as waiving the City of Seattle's rights to exercise its police power or to preclude exercising such regulatory power in connection with this PROJECT.

VI. DESIGN, PLAN REVIEW & PERMITS

Design & Design Documents

6.1 This Phase I SDOT MOA addresses the design and plan review process for Seattle Department of Transportation, Seattle Public Utilities and Seattle City Light and the process for issuance of Street Use Permits of the Seattle Department of Transportation; it does not address plan review or permits issued by other departments of the City of Seattle.

6.2 The Parties agree to work cooperatively with each other and in good faith to endeavor to timely and expeditiously complete the PROJECT design in accordance with the PROJECT SCHEDULE. The STATE will take the lead in coordinating regular communications and meetings between the CITY and the STATE in this endeavor.

6.3 The CITY shall not give direction to the STATE's consultants or contractors, except 1) where authorized to do so by the STATE's Designated Representative; 2) for regulatory permitting and inspections made pursuant to permits issued by the City of

Seattle other than the Street Use Permits, e.g., electrical permits or other permits obtained from the City of Seattle by the consultant or contractor; and 3) for the Street Use Permits, if necessary because of a threat to health or safety. The STATE will manage any requests from the CITY that have contractual or scope of work impacts and will coordinate responses with its consultants or contractors.

6.4 The STATE agrees to work in collaboration with SDOT, SCL and SPU staff and shall submit the Preliminary Engineering; Plans, Specifications and Estimate (PS&E) and Construction Contract Documents to the City of Seattle for review pursuant to the procedures outlined in this Phase I SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.

6.5 The STATE agrees to seek input from the CITY in the early stages of Preliminary Engineering, preparation of PS&E, and throughout the PROJECT design and permitting process.

6.6 The design and construction of City of Seattle infrastructure shall conform to all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise established in this Phase I SDOT MOA:

6.6.1. The Seattle Municipal Code

6.6.2. The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition.

6.6.3. City of Seattle Standard Plans for Municipal Construction, 2008 edition.

6.6.4. SDOT, SCL, DPD and SPU Director's Rules

6.7 The STATE agrees to submit contract specifications for the PROJECT in a format developed to conform to Federal, State and City of Seattle standards, as these specifications will be used for the STATE construction contract bid package.

6.8 The STATE's plans (contract drawings) for the PROJECT shall be drafted to a drafting standard that has been developed to conform to Federal, State and City of Seattle standards, as these plans will be used for both the STATE Construction Contract Documents and the City of Seattle's plan approval, permitting, and archival process. The PROJECT drafting standard shall reflect, both graphically and digitally, the City of Seattle computer aided drafting (CADD) standards for all City of Seattle infrastructure to be constructed as part of the PROJECT.

6.9 The Parties agree that the Approved Plans shall be stamped by the STATE's consultant as Engineer of Record. The STATE is responsible for ensuring that permit applications and plans meet City of Seattle regulatory standards.

Plan Review & Permits

6.10 The STATE has applied for the Street Use Permits necessary to construct those portions of the PROJECT to be built within existing City of Seattle Street Right-of-Way. The CITY agrees to assist the STATE to obtain the Street Use Permits in an efficient and expeditious manner, and agrees to implement a coordinated plan review and process for issuance of Street Use Permits, as described in this Article.

6.11 The Parties agree that the requirements of and conditions applicable to the Street Use Permits issued for City of Seattle Street Right-of-Way in connection with the PROJECT will also apply to all portions of the Phase 1 Property used for the PROJECT, and those requirements and conditions are incorporated by reference. The STATE agrees to abide by and comply with all such requirements and conditions and to include all such requirements and conditions in its contracts with contractors.

6.12 It is the STATE's opinion that City of Seattle land use permits are not required for the PROJECT. The City of Seattle disagrees with the STATE's opinion. However, for this PROJECT, the City of Seattle will not require the STATE to obtain City of Seattle land use permits for the PROJECT. The STATE or its contractors may need to obtain other City of Seattle permits for the PROJECT, such as demolition or side sewer permits issued by the Seattle Department of Planning and Development. Except for the Street Use Permits, the STATE or its contractors shall pay the standard permit review and issuance fees for all permits obtained from the City of Seattle, in accordance with applicable adopted fee ordinances and schedules. For Street Use Permits, the STATE shall pay a Base Permit Fee.

6.13 The CITY shall organize an interdepartmental City of Seattle team to provide information to the STATE to facilitate preparation of complete Street Use Permit application packages and to provide the coordinated plan review process outlined in this Article.

6.14 SDOT shall coordinate review of the Street Use Permit applications for the PROJECT through the appropriate City of Seattle departments, after a complete Street Use Permit application package has been submitted to the CITY. The CITY shall also provide a project manager, who will coordinate plan and Street Use Permit application reviews and coordinate issuance of Street Use Permits, including coordinating preapplication reviews, receiving and distributing materials among City of Seattle reviewers, collating and tracking review comments, and resolving conflicting comments or requirements.

6.15 The STATE shall submit to the CITY clear and complete plans, specifications, and the necessary supplemental information such as field reconnaissance studies and calculations. The STATE shall prepare and timely submit plans to the CITY and provide corrections and additional information as requested by the CITY in a manner that will allow City of Seattle departments sufficient time to review the applications and plans. As the remaining submittals for the PROJECT are limited to the 90% and the 100% plan

reviews, the CITY agrees to twenty-five (25) Business Days for review of the 90% submittal and fifteen (15) Business Days for the 100% submittal. However, the number of Business Days for review will increase if multiple submittals are received by the City of Seattle per the table below.

Submittal Phase	Number of Business Days per Number of Plan Review Packages Under Review		
	One	Two	Three
30% Progress Review	15	25	25
60% Agency Review	25	40	45
90% Agency Review	25	40	45
100% Agency Review	15	15	20

6.16 The City of Seattle review period begins with the receipt by the CITY of the 90% Plan Review Package and for the 100% Plan Review Package, with receipt by the CITY of the 100% Plan Review Package and ends when the City of Seattle's final comment document is submitted to the STATE electronically in a Microsoft Excel document format.

6.17 The STATE shall hand deliver the 90% and 100% Plan Review Package to the CITY's Designated Representative or other official designated by the CITY for review and comment. For purposes of this Article VI, the Plan Review Package includes the plans, specifications, necessary supplemental information such as field reconnaissance studies and calculations, and corrections previously requested by the CITY. The STATE shall submit to the City of Seattle 35 half-scale (11 inch by 17 inch) copies of the 90% Plan Review Package and 6 half-scale (11 inch by 17 inch) copies of the 100% Plan Review Package.

6.18 The STATE agrees to establish and provide to the CITY a target schedule for the STATE's submittal to the CITY of the Plan Review Package as soon as such schedule is available. The STATE shall notify the CITY of any proposed schedule modifications. If the STATE determines that it cannot meet the anticipated dates, the STATE shall provide to the CITY's Designated Representative a revised submittal schedule as soon as possible after delay is known or anticipated.

6.19 The STATE shall notify the CITY's Designated Representative fifteen (15) Business Days prior to the scheduled 90% Plan Review Package to confirm that the Plan Review Package will be transmitted as scheduled or to establish a deferred date so that CITY staff can be appropriately scheduled for the 90% review.

6.20 The CITY's Designated Representative will work with the City of Seattle departments to identify deficiencies in the STATE's 90% Plan Review Package. City of Seattle reviewers will describe the deficiencies in writing in sufficient detail to enable the STATE to revise the plans in a manner that brings them into compliance with City of Seattle requirements. All comments from City of Seattle reviewers will be incorporated into one Microsoft Excel document. The CITY's Designated Representative, or other

official designated by the CITY, will reconcile and resolve conflicting comments from the City of Seattle reviewers prior to submitting formal comments to the STATE within the agreed timeframe.

6.21 The STATE shall provide a written response to the CITY for every written comment submitted by the City of Seattle.

6.22 The STATE shall work with CITY staff to resolve all issues and address every City of Seattle comment on the 90% Plan Review Package through one-on-one meetings with CITY staff and additional plan sheet revisions. If such meetings and revisions do not resolve all City of Seattle issues within 30 calendar days, the remaining issues will be considered a dispute and resolved in accordance with Article XV – Dispute Resolution.

6.23 Both the CITY and STATE shall work collaboratively to resolve issues in a timely manner prior to the STATE delivering the 100% Plan Review Package to the CITY for approval. Once the STATE has demonstrated that all the City of Seattle's 90% Plan Review Package review comments have been addressed to the CITY's satisfaction, the CITY shall provide the STATE with a written request to submit the 100% Plan Review Package for final review and plan approval.

6.24 The CITY will coordinate a final check of the 100% Plan Review Package to confirm that the 100% Plan Review Package adequately addresses the City of Seattle comments and complies with CITY technical and street use regulatory requirements. Upon such confirmation, the CITY will issue to the STATE a Letter of Plan Approval signifying the City of Seattle's approval of the design. Said Letter of Plan Approval does not authorize construction, does not constitute approval of the City of Seattle in any regulatory capacity, and is not an assurance that the plans comply with applicable laws, regulations, ordinances or codes. Nor shall the Letter of Plan Approval be construed to authorize any failure to comply with any of the foregoing.

6.25 After the Letter of Plan Approval has been issued, and after the STATE has fulfilled the requirements for Street Use Permits issuance of this Phase I SDOT MOA and the minimum requirements of the Seattle Municipal Code Title 15 for the issuance of a Street Use Permit, SDOT will, within five Business Days, issue to the STATE Street Use Permits authorizing construction of the PROJECT.

6.26 The STATE shall make or implement no revisions or deviations from the Approved Plans without first obtaining the review and concurrence of the CITY.

VII. PROJECT FUNDING

7.1 The STATE shall provide necessary funding for all PROJECT costs without reimbursement from the City of Seattle except for the City of Seattle cost responsibilities established in this Phase I SDOT MOA, the Phase 1 SCL MOA, and the Phase 1 SPU MOA.

7.2 The CITY will be responsible for any and all SDOT staff and SDOT consultant costs associated with plan review, issuance of Street Use permits, inspection and administration of the PROJECT, including administrative overhead.

VIII. CONSTRUCTION MANAGEMENT, INSPECTION & CONTRACT ADMINISTRATION

8.1 The STATE will advertise the PROJECT for construction bids in accordance with the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and the STATE's Construction Contract Documents, both as amended.

8.2 The STATE shall act as the sole authority in the administration of the PROJECT construction contract. The STATE will designate a STATE Project Engineer to administer and manage the construction contract for the PROJECT to ensure work is constructed in accordance with the Approved Plans, the terms and conditions of the Street Use Permits, and contract provisions. The STATE may utilize a consultant(s) in providing some or all of these services.

8.3 The STATE shall allow the CITY to consult with and make inquiries of the STATE Project Engineer, attend all meetings, and have access to all documentation as to all matters concerning the PROJECT. The CITY shall not provide direction, directly or indirectly, to the STATE's consultant(s) or contractor except as provided in Section 6.3. Except as provided in Section 6.3, the CITY shall direct all communications to the STATE's Project Engineer, including communications regarding compliance with Street Use Permits, quality of construction and contractor performance.

8.4 The CITY will provide qualified staff and consultants during construction. CITY staff and consultants will assist the STATE Project Engineer in evaluating the quality of City of Seattle infrastructure being built by the STATE's contractor, and will immediately notify the Project Engineer of any compliance issues.

8.5 The CITY will provide a City Construction Project Engineer tasked to: (1) coordinate the use of City of Seattle inspectors, crews and consultants, (2) collaborate with the STATE Project Engineer regarding regulatory compliance, changes in design, the City of Seattle's participation in reviewing contractor submittals, and the use of City of Seattle resources, (3) coordinate the final inspection and acceptance of City of Seattle infrastructure with representatives from City of Seattle departments, and (4) report on construction progress and issues to City of Seattle department managers.

8.6 The CITY will observe testing and provide a written evaluation to the STATE regarding whether the materials or facilities tested meet with the requirements of the Approved Plans and Construction Contract Documents. The STATE shall endeavor to provide five (5) Business Days notice of all testing required by the Construction Contract Documents and the CITY will be provided a copy of certified test reports. Testing and

inspection of City of Seattle infrastructure shall conform to the requirements of the City of Seattle Standard Specifications for Road, Bridge and Municipal Construction, 2008 edition.

8.7 The STATE shall prepare the final construction documentation in general conformance with WSDOT's *Construction Manual*, WSDOT manual M4-01, dated January 2008. The STATE will maintain one set of Approved Plans as the official "as-built" set, then make notations in either red ink or red pencil of all plan revisions typically recorded per standard STATE practices, as directed by WSDOT's *Construction Manual*, WSDOT manual M4-01, dated January 2008, and approved by the CITY. The STATE shall submit one reproducible set of as-built plans and digital as-built plans to the CITY within 90 calendar days of the Parties executing the Letter of Acceptance provided for in Article IX. The digital as-built plans shall comply with the PROJECT drafting standard established in this Phase 1 SDOT MOA.

8.8 The CITY shall provide for Street Use Permit inspections.

8.9 The STATE's Construction Contract Documents shall require the contractor to prepare and submit a Submittal Register for review and approval by the STATE, SPU, SCL and the CITY by the date required by the Construction Contract Documents. The STATE, SPU, SCL and the CITY shall jointly prepare an agency draft of the Submittal Register prior to Contract Award. This agency draft shall be used to assist in determining if the contractor's Submittal Register is complete.

8.10 All documents to be submitted to the City of Seattle for review as designated in the approved Submittal Register will be reviewed and approved or rejected within 30 calendar days of receipt by the CITY. If the City of Seattle does not respond within 30 calendar days of receipt of the submittal, the STATE's Project Engineer will approve or reject the submittal and the Project Engineer's decision will not be grounds for rejecting work approved by the Project Engineer in the submittal.

8.11 The STATE's Project Engineer will review and approve or reject all submittals not requiring SPU, SCL or the CITY approval.

8.12 Any and all services provided by the City of Seattle shall be subject to all limitations on the City of Seattle's liability contained in this Phase I SDOT MOA, including, but not limited to, those contained in Article XI, Risk Allocation.

IX. FINAL INSPECTION AND PROJECT ACCEPTANCE

9.1 Throughout construction of the PROJECT, CITY staff and consultants shall assist the STATE Project Engineer in evaluating the quality of City of Seattle infrastructure built by the STATE's contractor. The STATE shall notify the CITY upon completion of the PROJECT work and shall invite the CITY to participate in a joint pre-final inspection of the completed work. The CITY shall inspect the completed PROJECT work, and shall

exercise its right to approve or reject construction or materials which are deficient, or which deviate from the Construction Contract Documents, Approved Plans, or any approved revisions to the Approved Plans. The CITY shall submit a written response within ten (10) Business Days of the date of the pre-final inspection, notifying the STATE of the City of Seattle's willingness to accept the completed PROJECT work, or rejecting the completed PROJECT work. In the event that the completed PROJECT work is rejected, such response shall include written notice of any known deficiencies in said work.

9.2 The STATE shall timely address each deficiency identified by the CITY during the pre-final inspection and will address all deficiencies to the CITY's satisfaction. The CITY shall assist the STATE Project Engineer in determining appropriate remedies for each deficiency. Both Parties agree to act as expeditiously as possible to assure a timely resolution of deficiencies.

9.3 Once the STATE's Project Engineer determines that the STATE has remedied all deficiencies identified by the CITY during the pre-final inspection, the Project Engineer will invite the CITY to participate in a joint final inspection of the completed work. The CITY shall submit a written response within ten (10) Business Days of the date of the final inspection. Said written response shall either notify the STATE of the CITY's willingness to accept the completed PROJECT work, or notify the STATE of any remaining deficiencies in said work.

9.4 The CITY agrees, upon satisfactory completion of the PROJECT, receipt of the STATE's Notice of Substantial Completion to the STATE's contractor, and CITY LIGHT successfully energizing the relocated Utilities as mutually agreed upon by the Parties pursuant to this Article, to deliver a Letter of Acceptance, subject to any contractor claims caused by the negligent acts or omissions of the STATE in administering the PROJECT. The Letter of Acceptance shall signify the CITY accepting infrastructure built by the STATE's contractor for ownership, operation and maintenance, and shall signify the STATE's transfer of infrastructure ownership to the CITY. The Letter of Acceptance shall be jointly executed by the Parties. The City of Seattle may, at its discretion, issue one Letter of Acceptance for all CITY LIGHT, SPU and SDOT infrastructure built by the STATE under this PROJECT.

9.5 The CITY may withhold acceptance of infrastructure built by the STATE's contractor by submitting a written notification to the STATE within 30 calendar days following the date of the final inspection of the PROJECT. This notification shall include detailed reason(s) for withholding acceptance.

9.6 In instances where CITY infrastructure built by WSDOT's contractor must be placed into use and operation prior to PROJECT Acceptance, and after the CITY has determined that this infrastructure meets with the minimum inspection and testing requirements necessary for placing the infrastructure into use, the CITY will notify the STATE that it is assuming interim use and operation until the STATE completes the PROJECT and the CITY accepts the infrastructure.

9.7 The Parties may mutually agree to perform the pre-final inspection and final inspection procedures of this Article and the CITY may issue a Letter of Acceptance for portions of the PROJECT. A Letter of Acceptance shall only be issued for geographic areas in which the STATE has completed all PROJECT work.

X. PUBLIC OUTREACH

The STATE agrees to lead and manage the public outreach effort for the PROJECT. In recognition of the CITY's experience in working with the Seattle community, the STATE will solicit and accept CITY input and work with the CITY in all public outreach activities. The State will not publicly distribute outreach information, planning materials and documents without first obtaining the City's review and approval. However, the STATE shall be free to comply with any public records request received under chapter 42.56 RCW for such materials, provided that prior to releasing any sensitive or confidential material, the STATE shall first provide written notice to the CITY in accordance with Article XX of this Phase 1 SDOT MOA.

XI. RISK ALLOCATION

11.1 Limits of Liability.

11.1.1 No CITY Liability for Assistance, Inspection, Review, or Approvals. The review or approval of any of the STATE's project plans or specifications, or the inspection of the STATE's work, or any assistance provided to the STATE by the CITY is for the CITY's sole benefit and shall not constitute an opinion or representation by the CITY as to any compliance with any law, ordinance, rule, or regulation or any adequacy for other than the CITY's own purposes; and such assistance, inspection, review or approval shall not create or form the basis of any liability on the part of the CITY or any of its officials, officers, employees, or agents for any injury, damage, or other liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection, review, or approval shall not relieve the STATE of any of its obligations under this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA or other applicable law.

11.1.2 No CITY Liability for Delay, Consequential, or Liquidated Damages. The CITY shall not be liable in damages for any failure to act within any time limits established by law or for any other delay in issuing permits, other approvals, or concurrences to the STATE or the STATE's contractors, nor shall the CITY have any liability for consequential or liquidated damages, and, to the maximum extent allowed by law, the STATE shall protect, defend, indemnify, and save harmless the CITY, and its officials, officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind caused by, resulting from, relating to, or connected to delays in issuing permits, other approvals, or concurrences.

11.1.3 No CITY Liability for Third Party Claims of Diminution in Value of Property. The CITY shall not be liable in damages for any third party claims alleging diminution in value of property, including, but not limited to, claims of elimination or impairment of rights to light and air and quiet enjoyment, or alleging a taking of property rights, nor shall the CITY have any liability for related consequential or liquidated damages, and, to the maximum extent allowed by law, the STATE shall protect, defend, indemnify, and save harmless the CITY, and its officials, officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind caused by, resulting from, relating to, or connected to the third party claims of diminution in value of property arising out of the PROJECT.

11.1.4 STATE Contractor's Bonds. The STATE shall require its construction contractors to provide performance bonds to the STATE and to maintain those bonds at all times pertinent to the respective contractor's obligations under their contracts. The penal sums of those bonds shall be commercially reasonable and consistent with the limits set for similar projects. Such bonds shall be executed by an approved Surety that is registered with the Washington State Insurance Commissioner, and that appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner, and that shall be conditioned upon the faithful performance of the Contract by the Contractor. The STATE shall ensure faithful completion of the PROJECT by use of the STATE's contractor bonds or other means, and in the event of any claim for payment is presented to the CITY for any PROJECT work, the STATE upon timely notice and investigation, resulting in STATE responsibility under the Phase 1 SDOT MOA, the Phase 1 SCL MOA or the Phase 1 SPU MOA, shall promptly pay such claim.

11.2 General Indemnification.

11.2.1 Indemnity. To the extent permitted by law, the STATE shall protect, defend, indemnify, and save harmless the City of Seattle and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of the STATE or the STATE's contractors, consultants, or agents including any and all claims and litigation arising out of, or resulting from, any state or federal environmental review process in any way relating to the PROJECT. The STATE's obligations under this paragraph also extend to claims asserted by third parties against the City of Seattle arising out of, or in any way resulting from, any state or federal environmental review process in any way related to the PROJECT or the PROGRAM, and all of the foregoing protection, defense, indemnity and hold harmless obligations shall extend to claims asserted by STATE agencies other than the Washington State Department of Transportation. The STATE further agrees that the City of Seattle shall have no liability to the STATE, which in any way arises out of the City of Seattle's decision making processes in agreeing to go forward with the early utility relocations. The STATE shall not be required to indemnify, defend, or save harmless the City of Seattle if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the City of Seattle. Where

such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the STATE's own negligence. In the event of any claims, demands, actions, or lawsuits, the STATE upon notice from the City of Seattle, shall assume all costs of defense thereof, including legal fees incurred by the City of Seattle, and of all resulting judgments that may be obtained against the City of Seattle, to the extent of the STATE's liability. In the event that the City of Seattle incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA, all such fees, costs, and expenses shall be recoverable by the City of Seattle. Environmental protection and indemnification, as provided elsewhere in this Phase I SDOT MOA, shall be in addition to the foregoing general indemnification.

11.2.2 Indemnity. To the extent permitted by law, the City of Seattle shall protect, defend, indemnify, and save harmless the STATE and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of the City of Seattle or the City of Seattle's contractors, consultants, or agents. The City of Seattle shall not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the City of Seattle's own negligence. In the event of any claims, demands, actions, or lawsuits, the City of Seattle upon notice from the STATE, shall assume all costs of defense thereof, including legal fees incurred by the STATE, and of all resulting judgments that may be obtained against the STATE, to the extent of the City of Seattle's liability. In the event that the STATE incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA, all such fees, costs, and expenses shall be recoverable by the STATE.

11.2.3 Title 51 RCW. Solely with respect to claims for indemnification under this Phase I SDOT MOA, including environmental indemnification, the STATE and the City of Seattle waive, as to each other only, and expressly not for the benefit of their employees or third parties, their immunity under Title 51 RCW, the Industrial Insurance Act, and acknowledge that this waiver has been mutually negotiated by the Parties. The STATE and the City of Seattle agree that their respective indemnity obligations extend to any claim, demand, or cause of action brought by, or on behalf of, any of their respective employees or agents. The STATE agrees that in the event that any employee or agent of the STATE's contractors, subcontractors, consultants, or agents asserts a claim against the City of Seattle, the STATE waives any right it may have to assert its Title 51 immunity as a defense against a City of Seattle claim to the STATE that otherwise would be covered by the STATE's indemnity obligations to the City of Seattle.

11.2.4 Survival of Indemnification Obligations. Any liability of the STATE or the City of Seattle arising under any indemnity provision of this Phase I SDOT MOA

shall survive termination of this Phase I SDOT MOA, whether or not any claim giving rise to such liability shall have accrued.

XII. INSURANCE

12.1 The STATE shall require in writing that the STATE's contractors and each of their sub-contractors of any tier include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for general liability, automobile liability and (if required) pollution liability as established in the Construction Contract Documents, including products and completed operations coverage following the completion of each project.

12.2 The STATE's contractors and subcontractors of any tier shall cause certification of insurance meeting the requirements herein to be issued to "The City of Seattle, Risk Management Division, P.O. Box 94669, Seattle, WA 98124-4669." Such certification shall not be mailed, but shall be delivered electronically to fax number (206) 470-1270 or as an email attachment to riskmanagement@seattle.gov .

XIII. THIRD PARTY BENEFICIARY

13.1 The STATE shall require the STATE's contractors, consultants, and designers and each of their subcontractors to perform the STATE's work contemplated by the Phase I SCL MOA, the Phase I SPU MOA and this Phase I SDOT MOA at no cost to the City of Seattle; and because a portion of the PROJECT will be conducted on City of Seattle street right-of-way and on or for the benefit of City of Seattle infrastructure, the contracts between the STATE and its contractors, consultants, and designers will include the following:

13.2 With respect to any and all of the City of Seattle's interests, including, but not limited to, excavation, restoration and traffic control responsibilities of the STATE, the STATE and the contractor acknowledge that the City of Seattle is an intended third party beneficiary and agree to include the City of Seattle as a third party beneficiary of the STATE's contracts and will accordingly include the City of Seattle in the indemnification, and insurance provisions contained in the STATE's contracts. The STATE and CITY do not intend that this paragraph be interpreted to create any obligation, liability, or benefit to any third party, other than the STATE and the City of Seattle for purposes of design and construction of the PROJECT as described in the Phase I SCL MOA, the Phase I SPU MOA and this Phase I SDOT MOA.

XIV. LIENS

14.1 In the event that the Utility Easement becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to, or through, the STATE, the STATE shall cause such lien, claim, or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other appropriate means) prior to transfer of the Utility Easement, through a conveyance instrument to the City of Seattle, without cost to the City of Seattle, and shall indemnify

the City of Seattle against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim, lien, or encumbrance.

14.2 In the event that any City of Seattle-owned property or the Utility Easement becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to, or through, the STATE that the STATE does not contest in good faith, the STATE shall cause such lien, claim, or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other appropriate means), without cost to the City of Seattle, and shall indemnify the City of Seattle against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim, lien, or encumbrance prior to completion of the PROJECT.

XV. DISPUTE RESOLUTION

15.1 The CITY and the STATE shall make good faith efforts to resolve any dispute arising under or in connection with this Phase I SDOT MOA. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of the Phase I SDOT MOA, the Phase I SCL MOA and the Phase I SPU MOA. Disputes arising out of the City's regulatory decisions shall be decided in accordance with the appeal or enforcement procedures applicable to the respective regulatory decisions. In the event that the Parties cannot resolve a disagreement arising under or in connection with the Phase I MOA's, the Parties shall follow the dispute resolution steps set forth below.

15.2 Notice. A Party's Designated Representative, as defined in the Phase 1 SDOT MOA, shall notify the other Party's Dispute Resolution Representative in writing of any problem or dispute that a Party believes needs resolution. The written notice shall include (a) a description of the issue to be resolved; (b) a description of the differences between the Parties on the issue; and (c) a summary of any steps taken to resolve the issue. If the City's Designated Representative notifies the State of a problem or dispute to be resolved using this process, the City's Designated Representative shall send a copy of the written notification to the City's Dispute Resolution Representative under this Agreement.

15.3 Dispute Resolution Representatives.

15.3.1 The Dispute Resolution Representatives for the Parties are as follows:

For the STATE: WSDOT Project Engineer Utilities (Mark Anderson),
Alaskan Way Viaduct & Seawall Replacement Program
Washington State Department of Transportation
999 3rd Avenue, Suite 2424
Seattle, WA 98104

For the CITY : City Dispute Resolution Representative:
SDOT Utilities Project Manager (John Baggs)

P.O. Box 34996
700 Fifth Avenue, Suite 3800
Seattle, WA 98124-4996

Seattle Light Dispute Resolution Representative:
SCL AWV Project Manager (Jodi Rian)
P.O. Box 34023
700 Fifth Avenue, Suite 3200
Seattle, WA 98124-4023

Seattle Public Utilities Dispute Resolution
Representative:
SPU AWV Project Manager (Gavin Patterson)
P.O. Box 34018
700 Fifth Avenue, Suite 4900
Seattle, WA 98124-4018

15.3.2 Whenever the City's Dispute Resolution Representative receives a written notice requesting dispute resolution from the State or a copy of a notice requesting dispute resolution from the City's Designated Representative, either at this step or at the next step in the process, the City's Dispute Resolution Representative shall forward copies of the notice to the Dispute Resolution Representatives for City Light and Seattle Public Utilities. Upon receipt of the notice, the Dispute Resolution Representative for City Light and the Dispute Resolution Representative for Seattle Public Utilities shall each determine whether the dispute involves or affects the interests of their respective utility under this Agreement, the Phase 1 SCL MOA or the Phase 1 SPU MOA. They shall then notify the City's Dispute Resolution Representative and advise whether they want to participate in the dispute resolution process at whatever level the process is. If a Dispute Resolution Representative for City Light or Seattle Public Utilities requests participation in the dispute resolution process, the Dispute Resolution Representative who made such request, (or if at a subsequent level in this process, the participants in the Second Level Meeting or the Third Level Meeting) shall be included in the meetings or discussions to resolve the dispute.

15.4 Meeting. Upon receipt of a written notice of request for dispute resolution, the Dispute Resolution Representatives for the Parties shall meet within ten (10) Business Days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.5 If the Parties have not resolved the dispute within five (5) Business Days after the meeting, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Dispute Resolution Representative in writing, requesting that the dispute be raised to the Second Level Meeting. The written notification shall include a) a description of the remaining issues to be resolved; b) a description of the differences between the Parties on the issues, c) a summary of the steps

already taken to resolve the issues, and d) the resolution of any issues that were initially involved in the dispute.

15.6 Second Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within ten (10) Business Days between the Project Director of WSDOT, the Deputy Director of SDOT, and if requested by the Dispute Resolution Representatives for Seattle City Light or Seattle Public Utilities, with the Customer Service and Energy Delivery Officer of Seattle City Light and the Director of SPU Major Interagency Projects Division to resolve the dispute. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.7 If the Parties have not resolved the dispute within five (5) Business Days after the Second Level Meeting, at any time thereafter either Party may request that the dispute be elevated to the next level by notifying the other Party's Dispute Resolution Representative in writing, requesting that the dispute be raised to the Third Level Meeting. The written notification shall include a) a description of the remaining issues to be resolved; b) a description of the differences between the Parties on the issues, c) a summary of the steps already taken to resolve the issue, and d) the resolution of any issues that were initially involved in the dispute.

15.8 Third Level Meeting. Upon receiving a written request that the dispute be elevated to the next level, a meeting shall be held within ten (10) Business Days between the Deputy Regional Administrator for WSDOT Urban Corridors Office, the Director of SDOT, and if requested by the Dispute Resolution Representative for Seattle City Light or Seattle Public Utilities, with the Superintendent of Seattle City Light and the Director of Seattle Public Utilities. Any resolution of the dispute requires the agreement of all Dispute Resolution Representatives attending the meeting or who requested to attend the meeting. This provision shall not prevent the CITY from exercising its duty and authority to manage and administer the CITY right of way.

15.9 If the Parties have not resolved the dispute within 5 Business Days after the third level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this Section.

15.10 A Party's request to utilize this Dispute Resolution Process is not evidence that either Party is in breach of a Phase I MOA, and does not relieve any Party from complying with its obligations under the Phase I MOA.

XVI. REMEDIES; ENFORCEMENT

Subject to the Dispute Resolution provisions herein, both parties shall have, in addition to any remedies available at law or equity, the right to demand specific performance of this Phase 1 SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.

XVII. DESIGNATED REPRESENTATIVES

The Designated Representatives for each Party are as follows:

STATE:

Project Engineer, Utilities
Alaskan Way Viaduct & Seawall Replacement Program
Washington State Department of Transportation
999 3rd Avenue, Suite 2424
Seattle, WA 98104

CITY:

SDOT Major Projects AWV Project Manager
Seattle Department of Transportation
P.O. Box 34996
700 Fifth Avenue, Suite 3800
Seattle, WA 98124-4996

XVIII. NOTICE

Except as provided for the Dispute Resolution Process in Article XV above, all notices, demands, requests, consents and approvals that may or are required to be given by either Party to the other Party shall be in writing and shall be deemed to have been duly given (i) upon actual receipt or refusal to accept delivery if delivered personally to the Designated Representative, (ii) upon actual receipt or refusal to accept delivery if sent by a nationally recognized overnight delivery service to the Designated Representative, or (iii) upon actual receipt if electronically transmitted to the Designated Representative with confirmation sent by another method specified in this Article XVIII. Notice of a change of Designated Representative or the address for the Designated Representative shall be given as provided in this Article.

XIX. TERM; TERMINATION

19.1 Term. This Phase I SDOT MOA shall be effective as of the date the last Party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect until final completion of all Parties' obligations contained or referred to in this Phase I SDOT MOA, the Phase I SCL MOA, and the Phase I SPU MOA.

19.2 Termination for Public Convenience. The STATE may terminate this MOA in whole, or in part, whenever:

- a. The requisite federal funding or state funding becomes unavailable through failure of appropriation or otherwise.
- b. STATE is prevented from proceeding with the PROJECT as a direct result of an Executive Order of the President of the United States or an Executive Order of the Governor of the State of Washington.
- c. STATE is prevented from proceeding with the PROJECT by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction.
- d. STATE determines that such termination is in the best interests of the State of Washington.

19.2.1 Termination of this Phase I SDOT MOA shall not relieve the Parties of any obligations that are unsatisfied at the time of termination, nor shall it relieve the Parties of any obligations that are intended to survive termination of the Phase I SDOT MOA, the Phase I SCL MOA, or the Phase I SPU MOA. Further, the Parties agree that, in the event the STATE exercises its right to terminate pursuant to this Article, then the STATE, at its cost and expense, shall modify the Scope of Work, in consultation with the CITY, to provide for the continued service, operation, and maintenance of: (a) SCL Utilities; (b) SPU Facilities Work; and (c) STATE highway and SDOT city streets, and the STATE shall ensure that the work is completed.

19.2.2 Should this Phase I SDOT MOA be terminated for public convenience as provided herein, the Parties shall agree that they will consult on the best way to terminate the construction to assure the public's health, safety and welfare.

XX. CONFIDENTIALITY OF INFORMATION AND RECORDS

20.1 It is understood that certain information about the electrical infrastructure is deemed by the CITY to be sensitive and may be confidential under state or federal law. The STATE agrees that all documents and information collected from field activities known to include confidential information will be maintained in a locked file at the project office and access will be controlled by its consultants. Furthermore, confidential information will only be provided to the selected contractor in conformed documents following contract award if such information is considered necessary for construction. The CITY will provide clear written guidelines that specifically define the information that is deemed sensitive and/or confidential.

20.2 Should any of those confidential or sensitive documents become the subject of a request for public disclosure under chapter 42.56 RCW, the STATE shall use its best efforts to immediately notify the CITY of such request and the date by which the STATE anticipates responding, which date shall in no event be less than fifteen (15) calendar days after STATE's first notice of the disclosure request to the CITY. The CITY must then within a reasonable time of receipt of said notice in writing to the STATE (a) specifically identify each record, or part thereof, and (b) fully explain why such

records(s) are exempt from disclosure under chapter 42.56 RCW or any other law so that the STATE may respond to the records requester. The STATE shall withhold or redact those public records which the CITY reasonably claims are exempt from disclosure based upon the CITY's information. The CITY at its sole expense may seek a judicial declaration or injunction with respect to the public records request. The CITY further agrees that it will, at its sole expense, defend the non-disclosure of that information it claims is exempt from disclosure and indemnify the STATE for any and all penalties assessed and costs that the STATE incurs, if any.

20.3 The provisions of this Article survive the termination of this Phase I SDOT MOA.

XXI. GENERAL PROVISIONS

21.1 This Phase I SDOT MOA shall be effective independently from any and all permits that may be issued by the City of Seattle in its governmental capacity.

21.2 Each Party shall ensure that its employees, agents, and contractors comply with the obligations of this Phase I SDOT MOA.

21.3 The Parties shall not be deemed to be in default under this Phase I SDOT MOA if performance is rendered impossible by war, riots, or civil disturbances, or by floods or other natural catastrophes beyond the Parties' control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs or power outages exceeding back-up power supplies. This Phase I SDOT MOA shall not be terminated or the Parties penalized for such noncompliance, provided that each Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, or integrity of the Party's employees or property, or the health, safety, or integrity of the public, street rights-of-way, public property, or private property.

21.4 This Phase I SDOT MOA including the definition of the PROJECT as more particularly described in the "Scope of Work" attached as Exhibit B may be amended only by a written instrument, duly authorized by the CITY and the STATE, and executed by their duly authorized representatives.

21.5 No failure to exercise, and no delay in exercising, on the part of either Party hereto, any rights, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

21.6 This Phase I SDOT MOA together with the Phase I SCL MOA and the Phase I SPU MOA, with the attached Exhibits and the documents, terms and provisions incorporated in any of the foregoing, constitute the entire agreement of the Parties with respect to the PROJECT, and supersede any and all prior negotiations and understandings with respect hereto.

21.7 Article, section and subsection headings are intended as information only, and shall not be construed with the substance of the section or subsection they caption.

21.8 All exhibits or other attachments are by this reference hereby incorporated into this Phase I SDOT MOA.

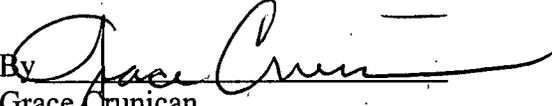
21.9 This Phase I SDOT MOA may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Phase I SDOT MOA.

CITY OF SEATTLE

WASHINGTON STATE
DEPARTMENT OF
TRANSPORTATION

By 
Grace Crunican
Director of Transportation

By 
Ron Paananen
Project Director

Date: 5/20/08

Date: 5/28/08

APPROVED AS TO FORM:

BRYCE BROWN
By (print)


Signature
Assistant Attorney General

Date: 5/28/08

2008 SEP 18 AM 9:27

CITY CLERK

Exhibit A – Phase 1 Property

1-22175 – Phillips/U-Park: Full Fee Acquisition

Legal Description

A triangular parcel of land being all of Lots 1 and 2 and a portion of Lot 3, Block 328, Map of Seattle Tide Lands, according to the official maps thereof on file in the office of the commissioner of Public Lands in Olympia, Washington, together bounded and described as follows:

Beginning at the north corner of said Block 328;
Thence southerly along the west line of said block a distance of 164.033 feet to a point in the westerly boundary line of Lot 3 in said block;
Thence north 89°01' east a distance of 98.25 feet, more or less, to a point on the easterly boundary line of said Block 328;
Thence north 30°30' west along the easterly boundary line of said block to the point of beginning.

1-12648 Trager Site: Full Fee Acquisition

Legal Description

Beginning at a point on the West line of Lot 4, Block 328 Map of Seattle Tidelands, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, 25 feet North of the Southwest corner thereof; Thence East along the North line of Dearborn Street as now established, 145.30 feet more or less, to the Westerly margin of Railroad Way 97.80 feet to a point on the line between the old North and South docks; Thence South 89°01'00" West along said last mentioned line a distance of 98.25 feet, more or less, to the West line of Lot 3 in said block, Thence South along the West line of Lots 3 and 4 in said block, a distance of 82.63 feet, more or less to the point of beginning.

1-22178 WOSCA: Partial Fee Acquisition

Fee- Legal Description

That portion of the hereinafter tract of land lying within Parcel "A" described as follows:

Beginning at a point opposite Highway Engineer's Station 179+82± on the line survey of SR 99, S. Hinds St. to S. Dearborn St. and 342.44 feet Easterly therefrom, said point

being on the Southerly line of said Parcel "A"; thence Northwesterly and Northerly to a point opposite Highway Engineer's Station 192+80± on the line survey of SR 99, S. Dearborn St. to Pine St. and 234.04 feet Easterly therefrom, said point being on the Northerly line of said Parcel "A"; thence Westerly to a point opposite said Highway Engineer's Station and 125 feet Easterly therefrom, said point also being the Northwest corner of said Parcel "A"; thence Southerly to a point opposite Highway Engineer's Station 179+21± on said line survey and 145 feet Easterly therefrom, said point being the Southwest corner of said Parcel "A"; thence Northeasterly to the point of beginning.

Parcel A:

Lot 7 and the south 45 feet of Lot 6, Block 328;
Lots 1 through 7, inclusive, and Lots 13 through 19, inclusive, Block 329;
All in Seattle Tide Lands, as shown on the Official Maps on file in the office of Commissioner of Public Lands, in Olympia, Washington;

TOGETHER WITH that portion of vacated Dearborn Street lying between said Blocks 328 and 329, as vacated under City of Seattle Ordinance Number 9122;
EXCEPT that portion of Lot 7 of said Block 329, lying within the Plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington;
AND EXCEPT the east 101.90 feet of Lots 14 through 19, inclusive, of said Block 329;
AND EXCEPT that portion of Lots 6 and 7, of said Block 328, and of Lots 1 through 5, inclusive, of said Block 329 and of vacated Dearborn Street lying between said Blocks 328 and 329, described as follows:

Beginning at the intersection of the southwesterly margin of Railroad Way South and the south margin of Dearborn Street as acquired by the City of Seattle under Ordinance Number 9189;

Thence west along said south margin 5 feet;

Thence southeasterly 47.93 feet to a point on the south line of Lot 6 of said Block 328, said point being 15 feet west from the southeast corner of said Lot 6;

Thence southerly 44.57 feet to a point being west 14.5 feet and north 40 feet from the southeast corner of Lot 7 of said Block 328;

Thence south along a line parallel with the east line of Blocks 328 and 329 and vacated Dearborn Street, 233.60 feet to a curve to the left, having a radius of 566 feet;

Thence southerly and southeasterly along said curve an arc distance of 95.35 feet to a point on the south line of Lot 3 of said Block 329, said point being 6.49 feet west from the southeast corner thereof;

Thence continuing along said curve to the left an arc distance of 1.92 feet to a point on a reverse curve having a radius of 418.24 feet;

Thence southerly along said curve to the right an arc distance of 71.89 feet to a point of tangency, said point being on the east line of Lot 5 of said Block 329, 46.58 feet north of the southeast corner thereof;

Thence north along the east line of Blocks 328, 329 and vacated Dearborn Street, 431.68 feet to the southwesterly margin of Railroad Way South;

Thence northwesterly along said southwesterly margin 68.40 feet to the point of beginning;

TOGETHER WITH Lots 1 through 8, inclusive, vacated Plummer Street and vacated alley adjoining, all in the plat of H.H. Dearborn's Replat of Block 329, according to the plat thereof recorded in Volume 9 of Plats, page 81, in King County, Washington.

The lands herein described contain an area of 166,360 square feet, more or less, the specific details concerning all of which are to be found in those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 17, 2006 and May 26, 2006 both revised February 15, 2007.

1-18458 – Team Track: Full Fee Acquisition

Legal Description

Parcel A:

That portion of Lots 1 to 11, inclusive, and Lot 17, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, lying westerly of the following described line; Beginning at a point on the north line of Lot 1, said Block 331 lying 246.05 feet west from the northeast corner of Block 330, Seattle Tide Lands; Thence south $17^{\circ}20'41''$ west 246.56 feet to the beginning of a tangent curve concave southeasterly with a radius of 515.20 feet; Thence southwesterly along said curve $14^{\circ}07'37''$ an arc distance of 127.02 feet to the south line of Lot 17 of said Block 331; Thence westerly 38 feet, more or less, along the south lines of Lots 17 and 6 to a point 15 feet southeasterly of the Union Pacific Railroad Company's Railroad Tracks; Thence southwesterly 320 feet, more or less, to a point on the south line of Lot 11 lying 120.47 feet westerly of the southeast corner of Lot 11 and the terminus of said line.

Parcel B:

A parcel of land being a portion of Lots 7 through 16, inclusive, Block 331, Seattle Tide Lands, in King County, Washington, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, said portion being bounded as described as follows:

Beginning at the southeast corner of Lot 11 of said Block 331, said corner being on the north margin of Atlantic Street; Thence along said north margin of Atlantic Street, south $89^{\circ}59'28''$ west, 120.47 feet, more or less, to a point that is 15.0 feet normally distant southeasterly from the centerline of Track ICC-432 of the Oregon-Washington Railroad & Navigation Company, as now constructed and operated; Thence northeasterly, parallel

with and/or concentric with and 15.0 feet normally distant southeasterly from the centerlines of Tracks ICC-432, ICC-409, and ICC-410, 320.0 feet, more or less, to a point on the northerly line of Lot 7 of said Block 331; Thence along said northerly line and along the northerly line of Lot 16 of said Block 331, north 89°58'54" east, 38.0 feet, more or less, to the northwesterly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to American Warehouse Company by Warranty Deed dated August 10, 1977 and recorded under Recording Number 7710190028,

Thence along the westerly boundary line of said conveyed parcel, the following three (3) courses:

- 1) southerly, along a non-tangent curve to the left, the center of which bears east, having a radius of 706.78 feet, through a central angle of 3°11'14", an arc distance of 39.32 feet;
- 2) westerly, 1.30 feet;
- 3) southerly, 30.70 feet to the southwest corner of said conveyed parcel;

Thence southerly, along the westerly boundary line of a parcel of land as conveyed by Union Pacific Railroad Company to Evelyn M. Bernard and Arthur F. Bernard, and Donald J. Fortune and Edith M. Fortune, by Contract Agreement Number 89205, dated April 9, 1937, 230.0 feet to said north line of Atlantic Street; Thence along said north line, south 89°59'28" west, 23.5 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the City of Seattle Department of Transportation by Deed recorded under Recording Number 20030612003261.

Containing 2.24 Acres, more or less

1-22287 Pyramid: Temporary Construction Easement

Legal Description

Easement Area:

That portion of the following described tract of land lying within "Parcel A" described below:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 178+52.30 on the line survey of SR 99 S. Hind St to S. Dearborn St. and 261.25 feet easterly therefrom, said point being on the Northerly line of said "Parcel A"; Thence easterly to a point opposite HES 178+81.47, on said SR 99 line survey and 354.90 feet easterly therefrom; Thence Southerly to a point opposite HES 178+43.22, on said line survey and 366.81 feet easterly therefrom;

Thence Westerly to a point opposite HES 178+10.31, on said line survey and 261.11 feet easterly therefrom;
Thence Northeasterly to the point of beginning.

The lands herein described contain an area of 4,177 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now or record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 26, 2006, revised, January 31, 2008.

PARCEL A

A parcel of land being all of Lots 1, 2, 3, 4, 5 and 6, Block 330, a portion of vacated Utah Avenue South, portions of Lots 1, 2, 3, 4, 5 and 17, Block 331, all in Seattle Tidelands, King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington, bounded and described as follows:

Beginning at the northeast corner of said Block 330, which is also the intersection of the west line of First Avenue South and the south line of South Connecticut Street;

Thence along said south line of South Connecticut Street, north $89^{\circ}59'25''$ west a distance of 178.07 feet;

Thence continuing along said south line south $89^{\circ}58'14''$ west, a distance of 67.98 feet, more or less, to a point that is 15.0 feet southeasterly, measured at right angles, from the center line of the easterly track of the Oregon-Washington Railroad & Navigation Company as now constructed and operated;

Thence southwesterly approximately parallel with said easterly track south $17^{\circ}20'14''$ west, a distance of 246.56 feet to the beginning of a tangent curve concave southeasterly having a radius of 515.20 feet;

Thence southwesterly along said curve, approximately concentric with said easterly tract, through a central angle of $14^{\circ}07'37''$ an arc distance of 127.02 feet to a point on the southerly line of said Lot 17, Block 331;

Thence along said southerly line and its easterly extension, north $89^{\circ}58'54''$ east, a distance of 164.09 feet, more or less, to an angle point;

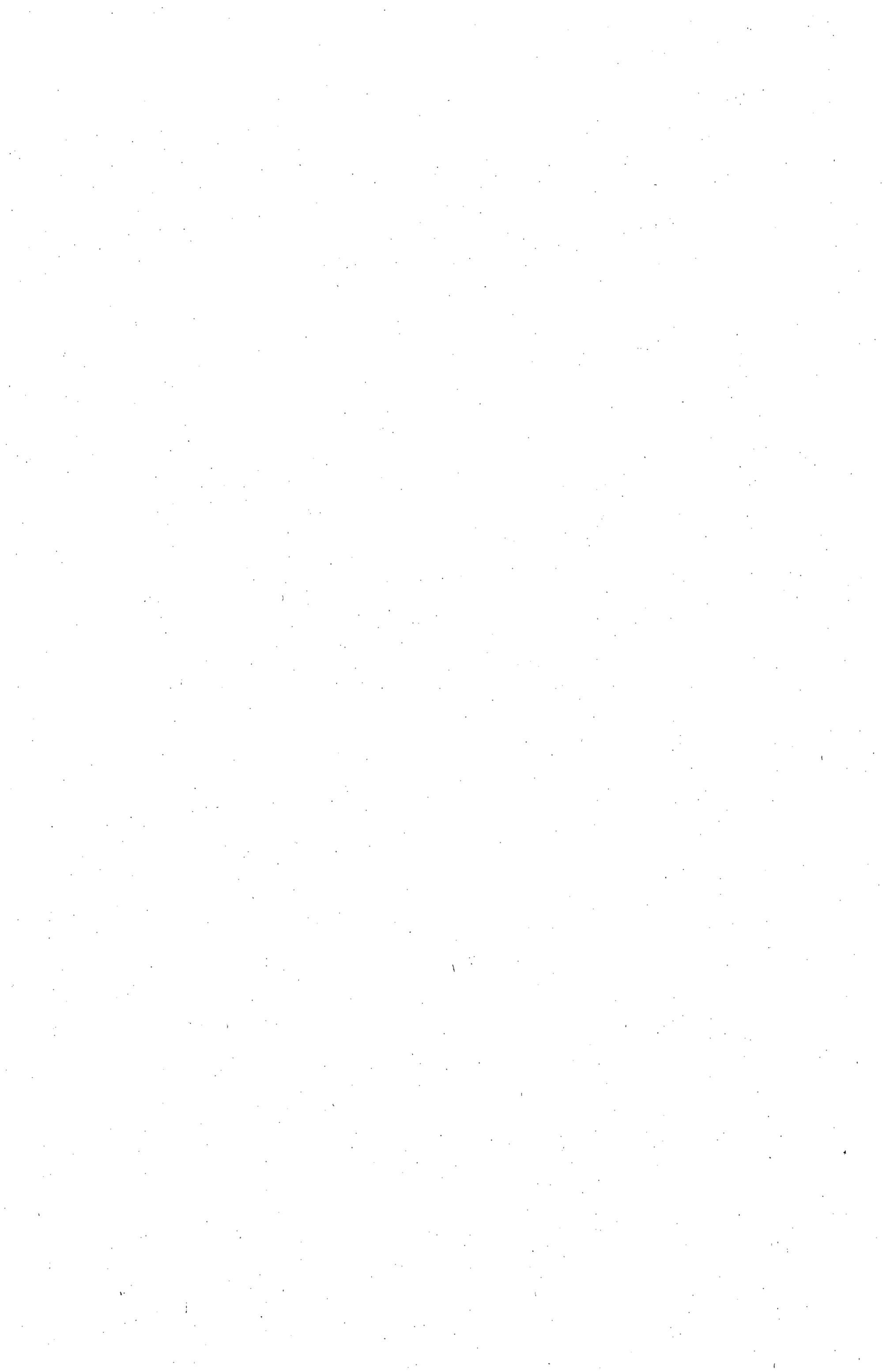
Thence along the southerly line of Lot 6, Block 330 and its westerly extension north $89^{\circ}59'56''$ east, a distance of 178.06 feet to a point on the east line of said Block 330;

Thence along said east line of Block 330, north $0^{\circ}00'08''$ east, a distance of 359.97 feet to the point of beginning.

Exhibit B: Scope of Work

The following work will be completed in accordance with the Approved Plans and Street Use Permits.

1. Relocate five 13.8kV network distribution feeders (the Five Massachusetts Feeders) from the AWV to newly-constructed duct bank from the South Massachusetts substation to a point near Railroad Way South ramps. At the ramps, they will transition to an overhead configuration attached to the structure until bent 120 where they will be spliced into the existing distribution feeders. Ethylene propylene rubber (EPR) jacketed type cable will be used. The distribution duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be provided in the vicinity of the north end of the portion of the WOSCA property (see legal description in Exhibit A) owned by the STATE to facilitate the completion of the 13.8 kV network distribution feeder relocations under future project phases.
2. Relocate two 115kV transmission lines, MA-US -1 and MA-US-2 from the AWV to a newly constructed duct bank from the South Massachusetts substation to a point near the intersection of Railroad Way South and the existing AWV. Solid dielectric cross-linked polyethylene (XLPE) cable for underground installation will be used. The new XLPE cables will be transitioned and spliced back to the existing 620kcmil aluminum self-contained fluid filled (SCFF) cables, currently attached to the AWV structure, between bents 119 and 118. The transmission duct back will begin at the substation on Colorado Avenue South and be placed northward generally parallel to the AWV. A permanent splice vault will be placed in the vicinity of the north end of the portion of the WOSCA property owned by WSDOT to facilitate future relocation of the portions of the transmission circuits that remain on the Viaduct north of Railroad Way South.
3. It is understood that the PROJECT is only the first phase of a comprehensive electrical line relocation solution. The STATE remains committed to finding an acceptable design solution for subsequent phases of work to complete the relocation of the Five Massachusetts Feeders and the MA-US-1 and MA-US-2 transmission lines in a manner acceptable to SCL and that accommodates the timely removal of the AWV and reconfiguration of SR 99.
4. Relocate an SPU watermain in South Royal Brougham Way to accommodate installation of the new distribution and transmission duct banks.
5. Temporary roadway restoration of Colorado Avenue South, South Atlantic Street, South Royal Brougham Way and Alaskan Way.
6. Temporary traffic control measures and temporary shoring systems necessary to complete the PROJECT.
7. Remediation of known Hazardous Substances and Hazardous Substances discovered during the course of construction of the PROJECT, within the Phase I Property and the City Street Right of Way within the limits of the PROJECT as shown on the Approved Plans, in accordance with the requirements described in the Phase I SDOT MOA.



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation, Seattle Public Utilities, Seattle City Light	Bob Chandler 684-7595	Stephen Barham 733-9084

Legislation Title:

AN ORDINANCE relating to the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project; authorizing execution of three Memoranda of Agreement between the Washington State Department of Transportation and the City of Seattle; changing and establishing the grades of South Royal Brougham Way between Alaskan Way South and First Avenue South; and creating a new position in Seattle City Light.

Summary and background of the Legislation:

The proposed Council Bill authorizes execution of three separate agreements between the City and the Washington State Department of Transportation (“WSDOT”) that will fund and provide for full City participation in moving seven Seattle City Light utility lines from the Alaskan Way Viaduct structure and the area immediately beneath it, between South Massachusetts Street and Railroad Way South, into underground locations (“Alaskan Way Viaduct Electrical Utility Relocation –Phase I Project,” or “Project”). Each of the three agreements governs different elements of the relationship between the City and WSDOT as follows:

- Property, Environmental Remediation, Permitting, and Construction Coordination (to be signed by the Seattle Department of Transportation – “SDOT”)
- Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation. (to be signed by Seattle City Light – “SCL”)
- Seattle Public Utilities Facilities Work (to be signed by Seattle Public Utilities – “SPU”)

Under the agreements, WSDOT is responsible for paying for most of the Project costs. The City is responsible for paying its staff and consultant costs, including administrative overhead, and is also responsible for paying for any betterments.

SDOT’s cost for this work in 2008 is anticipated to be \$150,000. Funding and appropriation exist in SDOT’s Alaskan Way Viaduct and Seawall Replacement project budget to support the work.

SCL’s cost for this work in 2008 is anticipated to be \$1.3M; this includes SCL’s labor and overtime costs associated with this Project. These costs will be funded within the \$8M allocated

in 2008 for the Utility Relocation for the Alaskan Way Viaduct and Seawall Project (8307) in SCL's 2008-2013 Adopted CIP. The legislation requests a new Manager 3 position for SCL. Funding for the position will come from the Light Fund.

SPU's cost for work on this Project in 2008 is anticipated to be \$200,000. Funding and appropriation exist in SPU's budget for the Alaskan Way Viaduct and Seawall Replacement project to support this work.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Alaskan Way Viaduct and Seawall Replacement (SDOT)	TC366050	SR 99 / Battery St.	1Q 2001	On Going
Utility Relocation for the Alaskan Way Viaduct and Seawall Project (SCL)	8307	Citywide	1Q 2002	4Q 2016
Utility Relocation due to Alaskan Way Viaduct and Seawall Replacement – DWF (SPU)	C4102-DWF	SR 99 / Battery St.	1Q 2004	4Q 2017
Utility Relocation due to Alaskan Way Viaduct and Seawall Replacement – WF (SPU)	C4102-WF	SR 99 / Battery St.	1 Q 2004	4Q 2017

- Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project. (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.)

This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications.

Please see the following attachments to this fiscal note for details:

- Attachment A: Seattle Department of Transportation
- Attachment B: Seattle City Light
- Attachment C: Seattle Public Utilities

Attachment A

Fiscal Note for AWW Electrical Relocation, Phase I SDOT MOA

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Department of Transportation	Bob Chandler 684-7595	Stephen Barham 733-9084

The agreement between the City and WSDOT that will be signed by SDOT will govern the State and City responsibilities related to property acquisition, environmental remediation; design, design review, permitting; inspection and acceptance of work; dispute resolution; risk allocation; insurance; and other general provisions for the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project.

The property acquisition, design, and construction will be done at the State's expense. The City's cost to support this work, as described in the agreement, is anticipated to be \$150,000 in 2008 for management of SDOT resources, design review, permitting, inspection, and construction support activities. Funding and appropriation exist in the 2008 Adopted Budget for the Alaskan Way Viaduct and Seawall Replacement project to support the work.

Future costs to support this work are estimated at \$118,000 for 2009 and \$34,000 in 2010. Spending and funding sources for the Alaskan Way Viaduct and Seawall Replacement project in the 2008-2013 CIP have not been allocated in future years due to the uncertainty of costs associated with the larger project. Future appropriations and allocations will be developed in the 2009-2010 Budget and CIP process.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Alaskan Way Viaduct and Seawall Replacement	TC366050	SR 99 / Battery St	1Q 2001	On Going

Attachment B

Fiscal Note for AWV Electrical Relocation, Phase I SCL MOA

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle City Light	Darnell Cola 684-3889	Karl Stickel 684-8085

The agreement between the City and WSDOT that will be signed by SCL will outline each party's responsibilities concerning the design and design approval process; the engineering and construction processes; procurement of materials; inspection and acceptance of the facilities designed by WSDOT and constructed by WSDOT's contractor; and project funding for the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project ("Project").

SCL's internal costs for this work in 2008 are anticipated to be \$1.3M; this includes SCL's labor and overtime costs associated with the Project. These costs will be funded within the \$8M allocated in 2008 for the Utility Relocation for the Alaskan Way Viaduct and Seawall Project (8307) in SCL's 2008-2013 Adopted CIP. The legislation requests a new Manager 3 position for SCL to provide oversight for the Project. Funding for the position is assumed within the 2008 Adopted Budget.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Utility Relocation for the Alaskan Way Viaduct and Seawall Project	8307	Citywide	1Q 2002	4Q 2016

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the projects associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below. If this legislation does not directly change an appropriation, but results in budget authority being moved within a Budget Control Level, or to another Budget Control Level (up to 10%), please explain in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Notes: SCL's estimated costs of \$1.3 million to implement this agreement in 2008 will be funded through SCL's existing 2008 Adopted Budget. SCL's estimated costs of \$2 million annually to implement this agreement in 2009-2010 will be funded through the

2009 Proposed Budget and 2010 Proposed Budget respectively. SCL's costs to implement additional phases of Electrical Utility Relocation (including relocation along the Central Waterfront area) are unknown at this time. See 'Spending Plan and Budget' below.

Spending Plan and Future Appropriations for Capital Projects: Please list the timing of anticipated appropriation authority requests and expected spending plan. In addition, please identify your cost estimate methodology including inflation assumptions, the projected costs of meeting applicable LEED standards, and the percent for art and design as appropriate.

Spending Plan and Budget	2008	2009	2010	2011	2012	2013	Total
Spending Plan	\$1.3M	\$2.0M	\$2.0M				
Current Year Appropriation	\$1.3M						
Future Appropriations		\$2.0M	\$2.0M				

Notes:

Funding source: Identify funding sources including revenue generated from the project and the expected level of funding from each source.

Funding Source (Fund Name and Number, if applicable)	2008	2009	2010	2011	2012	2013	Total
Light Fund, 41000	\$1.3M	\$2.0M	\$2.0M				
TOTAL	\$1.3M	\$2.0M	\$2.0M				

Notes: WSDOT and the City (by and through SCL) will agree, via the Memorandum of Agreement that is attached to the legislation as Attachment 2, that SCL will pay for its staff and consultant costs, including administrative overhead, incurred for work on the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project.

Bond Financing Required: If the project or program requires financing, please list type of financing, amount, interest rate, term and annual debt service or payment amount. Please include issuance costs of 3% in listed amount.

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
N/A					
TOTAL					

Uses and Sources for Operation and Maintenance Costs for the Project: Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.

O&M	2008	2009	2010	2011	2012	2013	Total
Uses							
Start Up							
On-going	\$1.3M	\$2.0M	\$2.0M				
Sources (itemize)							
Light Fund, 41000	\$1.3M	\$2.0M	\$2.0M				

Notes: On-going costs represent administrative expenses covered by the Light Fund (41000) and not reimbursed by WSDOT for the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project only. On-going costs are primarily staffing-related costs.

Periodic Major Maintenance costs for the project: Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
N/A			
TOTAL			

Funding sources for replacement of project: Identify possible and/or recommended method of financing the project replacement costs.

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions **	2009 FTE **
Mgr 3, Seattle City Light		Light Fund 41000	FT	1.0	1.0	1.0	1.0
TOTAL				1.0	1.0	1.0	1.0

* List each position separately

** 2009 positions and FTE are total 2009 position changes resulting from this legislation, not incremental changes. Therefore, under 2009, please be sure to include any continuing positions from 2008.

Notes:

- **Do positions sunset in the future?** *(If yes, identify sunset date):* No
- **What is the financial cost of not implementing the legislation:** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented):*

The financial cost of not implementing this legislation would be delay of the relocation of the SCL infrastructure located on the Alaskan Way Viaduct. The relocation of SCL's Utilities is the first step towards the demolition of the AWV, so delay of this relocation would delay the Alaskan Way Viaduct and Seawall Replacement project.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** *(Include any potential alternatives to the proposed legislation, including using an existing facility to fulfill the uses envisioned by the proposed project, adding components to or subtracting components from the total proposed project, contracting with an outside organization to provide the services the proposed project would fill, or other alternatives):*

There are currently no viable alternatives to the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project work that will be required for the replacement of the Alaskan Way Viaduct. SCL's facilities that are located on the AWV will have to be relocated in order to provide reliable power to SCL customers. Not relocating the infrastructure would delay the overall Alaskan Way Viaduct and Seawall Replacement project.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future?)*

No

- **Other Issues** *(including long-term implications of the legislation):*

This fiscal note covers costs associated with the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project only. Costs for future phases of Electrical Utility Relocation (including the Central Waterfront area) are unknown at this time.

Attachment C

Fiscal Note for AWV Electrical Relocation, Phase I SPU MOA

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Public Utilities	Gavin Patterson 684-0126	John McCoy 615-0768

The agreement between the City and WSDOT that will be signed by SPU will outline each party's responsibilities regarding the relocation of water infrastructure and, if necessary, drainage infrastructure required as part of the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project. The agreement outlines the design and design review process, the engineering and construction process, inspection, acceptance, and funding for the work on this Project that impacts SPU's infrastructure.

SPU's internal costs, funded through rates, are estimated at about \$200,000 for the Alaskan Way Viaduct Electrical Utility Relocation –Phase I Project in 2008, mostly for design review, construction oversight, water main cut and caps, and re-connecting water mains and water services. Appropriation for these costs already exists in SPU's budget for the Alaskan Way Viaduct and Seawall Replacement Project. Future costs to support this work are estimated at \$100,000 for 2009 and \$50,000 in 2010, mostly for construction oversight, design review during construction and SPU field crew response.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Utility Relocation due to Alaskan Way Viaduct and Seawall Replacement - DWF	C4102-DWF	SR 99 / Battery St	1Q 2004	4Q 2017
Utility Relocation due to Alaskan Way Viaduct and Seawall Replacement - WF	C4102-WF	SR 99 / Battery St	1Q 2004	4Q 2017



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

April 15, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing execution of three separate agreements between the City and the Washington State Department of Transportation (WSDOT) that will fund and provide for full City participation in the Alaskan Way Viaduct Electrical Utility Relocation – Phase I Project. The Project moves seven Seattle City Light utility lines, largely at the State's expense, from the Alaskan Way Viaduct structure and the area immediately beneath it, into underground locations between South Massachusetts Street and Railroad Way South. The City has existing budget authority to support the work in 2008. The Council Bill also authorizes a change in grades in a portion of Royal Brougham Way South as part of the Project and creates a new position in SCL.

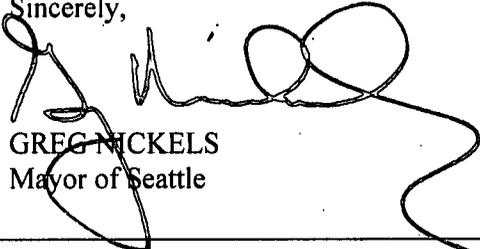
The three agreements authorized by this Bill govern different elements of the relationship between the City and WSDOT as follows:

- Property, Environmental Remediation, Permitting, and Construction Coordination (to be signed by the Seattle Department of Transportation, "SDOT")
- Preliminary Engineering, Final Design, Procurement of Materials and Construction for Electrical Utility Relocation (to be signed by Seattle City Light, "SCL")
- Seattle Public Utilities Facilities Work (to be signed by Seattle Public Utilities, "SPU")

The Project is planned to take approximately 18 months, beginning in July 2008 and ending in December 2009. Completion of the Project will enable work to begin on replacing the South End of the Viaduct structure, which is scheduled to begin in 2009. Staff from SDOT, SCL and SPU have worked closely with WSDOT to plan for this Project and have made significant outreach efforts with affected communities.

Completion of the Project will mark a significant step forward in accomplishing an important goal not only for the City, but for the entire region and the State of Washington. Thank you for your consideration of this legislation. Should you have questions, please contact Bob Chandler at 684-7595.

Sincerely,


GREG NICKELS
Mayor of Seattle

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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ORDINANCE

1
2 AN ORDINANCE relating to the Alaskan Way Viaduct Electrical Utility Relocation –Phase I
3 Project; authorizing execution of three Memoranda of Agreement between the
4 Washington State Department of Transportation and the City of Seattle; changing and
5 establishing the grades of South Royal Brougham Way between Alaskan Way South and
6 First Avenue South; and creating a new position in Seattle City Light.

7 WHEREAS, the Washington State Department of Transportation (“WSDOT”), in consultation
8 with the City of Seattle (“City”), is planning for the replacement of the Alaskan Way
9 Viaduct (“AWV”) on State Route 99, a non-limited access highway located partially in
10 the City of Seattle; and

11 WHEREAS, WSDOT and the City, in conjunction with the Federal Highway Administration and
12 King County, are working to define a reconfigured and improved State Route 99; and

13 WHEREAS, Seattle City Light (“SCL”) has power distribution lines and high voltage
14 transmission lines (collectively designated as “Utilities”) located on the AWW between
15 South Massachusetts Street and Railroad Way South, and removal of the AWW will
16 require the prior relocation of these Utilities, regardless of whether the AWW is later
17 reconstructed with an elevated structure or replaced with a tunnel or surface option; and

18 WHEREAS, the City and WSDOT agree that WSDOT will perform the design and construction
19 of, and procurement of materials for, the Utilities relocation, subject to the terms and
20 provisions of three Memoranda of Agreement between WSDOT and the City: a
21 Memorandum of Agreement to be executed and managed by the Seattle Department of
22 Transportation (“SDOT”) entitled “SR-99 Alaskan Way Viaduct Property, Environmental
23 Remediation, Permitting, and Construction Coordination Agreement for Electrical Utility
24 Relocation – Phase I” (No. GCA 5680); a Memorandum of Agreement to be executed and
25 managed by SCL entitled “SR-99 Alaskan Way Viaduct Preliminary Engineering, Final
26 Design, Procurement of Materials and Construction for Electrical Utility Relocation –
27 Phase I” (No. UT0 1148); and a Memorandum of Agreement to be executed and managed
28 by Seattle Public Utilities (“SPU”) entitled “SR 99 Alaskan Way Viaduct SPU Facilities
Work – Phase I” (No. UT0 1287); and

WHEREAS, SDOT will coordinate the City’s design review, permitting, environmental
remediation, and construction support and inspection activities; and regulate WSDOT’s
use of City rights-of-way; and

WHEREAS, SCL will provide design review and construction inspection to determine that all
SCL standards and requirements are met prior to placing the new electrical lines into
service; and



1 WHEREAS, relocating SCL's Utilities will require WSDOT to relocate portions of the City's
2 water supply system and drainage and wastewater system operated by SPU, and to protect
3 other portions of those systems; and

4 WHEREAS, SPU will connect the portions of the water supply system relocated by WSDOT to
5 the existing water system, as well as provide design review and construction inspection to
6 provide that all SPU standards and requirements are met; and

7 WHEREAS, the Utilities relocation will require a change of grade in the right-of-way of South
8 Royal Brougham Way between Alaskan Way South and First Avenue South; NOW,
9 THEREFORE,

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

11 Section 1. After SDOT has issued all necessary street use permits for the Alaskan Way
12 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
13 other two Memoranda of Agreement, the Director of Transportation or her designee is hereby
14 authorized to execute, for and on behalf of the City, the Memorandum of Agreement entitled
15 “SR-99 Alaskan Way Viaduct Property, Environmental Remediation, Permitting, and
16 Construction Coordination Agreement for Electrical Utility Relocation – Phase I” (No. GCA
17 5680), between WSDOT and the City, substantially in the form attached hereto as Attachment 1.

18 Section 2. After SDOT has issued all necessary street use permits for the Alaskan Way
19 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
20 other two Memoranda of Agreement, the Superintendent of Seattle City Light or his designee is
21 hereby authorized to execute, for and on behalf of the City, the Memorandum of Agreement
22 entitled “SR-99 Alaskan Way Viaduct Preliminary Engineering, Final Design, Procurement of
23 Materials and Construction for Electrical Utility Relocation—Phase 1” (No. UT0 1148), between
24 WSDOT and the City, substantially in the form attached hereto as Attachment 2.
25
26
27
28



1 Section 3. After SDOT has issued all necessary street use permits for the Alaskan Way
2 Viaduct Electrical Utility Relocation –Phase I Project, and concurrently with execution of the
3 other two Memoranda of Agreement, the Director of Seattle Public Utilities or his designee is
4 hereby authorized to execute, for and on behalf of the City, the Memorandum of Agreement
5 entitled “SR-99 Alaskan Way Viaduct SPU Facilities Work—Phase I (No. UT0 1287),” between
6 WSDOT and the City, substantially in the form attached hereto as Attachment 3.
7

8 Section 4. To provide for necessary Seattle City Light oversight of the Alaskan Way
9 Viaduct Electrical Utility Relocation –Phase I Project, the following new position is hereby
10 created in Seattle City Light:
11

Budget Control Level	Position Title	FTE	Full or Part-Time
Customer Services and Energy Delivery - CIP	Manager 3	1.0	Full
TOTAL		1.0	

12
13
14 The Superintendent of Seattle City Light is authorized to fill this position subject to civil service
15 and personnel rules and laws.
16

17 Section 5. The grades on South Royal Brougham Way between Alaskan Way South and
18 First Avenue South are hereby changed and established at the elevations above the City of Seattle
19 datum point adopted in Ordinance 121291 as depicted in Sheet 3 of Attachment 4 hereto.
20

21 Section 6. Any act consistent with the authority and prior to the effective date of this
22 ordinance is hereby ratified and confirmed.
23
24
25
26
27
28



1 Section 7. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the ____ day of _____, 2008, and signed by me in open
5 session in authentication of its passage this ____ day of _____, 2008.

6
7
8 _____
9 President _____ of the City Council

10 Approved by me this ____ day of _____, 2008.

11
12 _____
13 Gregory J. Nickels, Mayor

14 Filed by me this ____ day of _____, 2008.

15
16 _____
17 City Clerk

18 (Seal)

19
20
21 Attachment 1: MEMORANDUM OF AGREEMENT NO. GCA 5680: SR-99
22 ALASKAN WAY VIADUCT PROPERTY, ENVIRONMENTAL
23 REMEDIATION, PERMITTING, AND CONSTRUCTION
24 COORDINATION AGREEMENT FOR ELECTRICAL UTILITY
RELOCATION - PHASE I

25 Attachment 1, Exhibit A: PHASE I PROPERTY

26 Attachment 1, Exhibit B: SCOPE OF WORK



- 1 Attachment 1, Exhibit C: PROJECT SCHEDULE
- 2
- 3 Attachment 2: MEMORANDUM OF AGREEMENT NO. UT0 1148:
4 SR-99 ALASKAN WAY VIADUCT PRELIMINARY
5 ENGINEERING, FINAL DESIGN, PROCUREMENT OF
6 MATERIALS AND CONSTRUCTION FOR ELECTRICAL
7 UTILITY RELOCATION - PHASE I
- 8 Attachment 2, Exhibit A: SCOPE OF WORK
- 9
- 10 Attachment 3: MEMORANDUM OF AGREEMENT NO. UT0 1287: SR-99
11 ALASKAN WAY VIADUCT SPU FACILITIES WORK -
12 PHASE I
- 13
- 14 Attachment 3, Exhibit A: SCOPE OF WORK
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Alaskan Way Viaduct & Seawall Replacement Program
Safety & Mobility Projects

ELECTRICAL LINE RELOCATION
Phase I - S. Mass St. to Railroad Way S.

Run Date / Time : 10-Mar-08 / 09:38
Data Date : 01-Mar-08

Activity	Duration	Start	Finish	ES	EF	LS	LF	TF	FF	SS	FS	TS	FF
Phase I Electrical Line Relocation - Advertisement - Advertise - Bid & Award	0	14-Mar-08	14-Mar-08										
GLM-1 - (05 # 5) ADVERTISEMENT DATE	2	14-Mar-08	16-Mar-08										
GLM-1 - (05 # 5) ADVERTISEMENT	2	16-Mar-08	18-Mar-08										
GLM-1 - (05 # 5) ADVERTISEMENT	16	18-Mar-08	04-Jun-08										
GLM-1 - (05 # 5) ADVERTISEMENT	5	05-Jun-08	10-Jun-08										
GLM-1 - (05 # 5) ADVERTISEMENT	16	10-Jun-08	26-Jun-08										
GLM-1 - (05 # 5) ADVERTISEMENT	1	27-Jun-08	28-Jun-08										
GLM-1 - (05 # 5) ADVERTISEMENT	30	29-Jun-08	29-Jul-08										
GLM-1 - (05 # 5) ADVERTISEMENT	5	30-Jul-08	04-Aug-08										
GLM-1 - (05 # 5) ADVERTISEMENT	1	05-Aug-08	06-Aug-08										
GLM-1 - (05 # 5) ADVERTISEMENT	0	07-Aug-08	07-Aug-08										
GLM-1 - (05 # 5) ADVERTISEMENT	25	08-Aug-08	03-Sep-08										
GLM-1 - (05 # 5) ADVERTISEMENT	12	04-Sep-08	16-Sep-08										
GLM-1 - (05 # 5) ADVERTISEMENT	0	17-Sep-08	17-Sep-08										
GLM-1 - (05 # 5) ADVERTISEMENT	27	18-Sep-08	15-Oct-08										
GLM-1 - (05 # 5) ADVERTISEMENT	27	16-Oct-08	12-Nov-08										
GLM-1 - (05 # 5) ADVERTISEMENT	19	13-Nov-08	03-Dec-08										
GLM-1 - (05 # 5) ADVERTISEMENT	1	04-Dec-08	05-Dec-08										
GLM-1 - (05 # 5) ADVERTISEMENT	27	06-Dec-08	02-Jan-09										
GLM-1 - (05 # 5) ADVERTISEMENT	27	03-Jan-09	31-Aug-09										
GLM-1 - (05 # 5) ADVERTISEMENT	63	01-Sep-09	05-Sep-09										
GLM-1 - (05 # 5) ADVERTISEMENT	20	06-Sep-09	26-Sep-09										
GLM-1 - (05 # 5) ADVERTISEMENT	10	27-Sep-09	07-Oct-09										
GLM-1 - (05 # 5) ADVERTISEMENT	48	08-Oct-09	15-Nov-09										
GLM-1 - (05 # 5) ADVERTISEMENT	27	16-Nov-09	12-Dec-09										
GLM-1 - (05 # 5) ADVERTISEMENT	27	13-Dec-09	09-Jan-10										
GLM-1 - (05 # 5) ADVERTISEMENT	6	10-Jan-10	16-Jan-10										
GLM-1 - (05 # 5) ADVERTISEMENT	10	17-Jan-10	27-Jan-10										
GLM-1 - (05 # 5) ADVERTISEMENT	48	28-Jan-10	15-Feb-10										
GLM-1 - (05 # 5) ADVERTISEMENT	5	16-Feb-10	21-Feb-10										
GLM-1 - (05 # 5) ADVERTISEMENT	19	22-Feb-10	13-Mar-10										
GLM-1 - (05 # 5) ADVERTISEMENT	4	14-Mar-10	18-Mar-10										
GLM-1 - (05 # 5) ADVERTISEMENT	19	19-Mar-10	08-Apr-10										
GLM-1 - (05 # 5) ADVERTISEMENT	4	09-Apr-10	13-Apr-10										
GLM-1 - (05 # 5) ADVERTISEMENT	19	14-Apr-10	03-May-10										
GLM-1 - (05 # 5) ADVERTISEMENT	19	05-May-10	24-May-10										
GLM-1 - (05 # 5) ADVERTISEMENT	20	25-May-10	14-Jun-10										
GLM-1 - (05 # 5) ADVERTISEMENT	37	15-Jun-10	12-Jul-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Jul-10	28-Jul-10										
GLM-1 - (05 # 5) ADVERTISEMENT	0	29-Jul-10	29-Jul-10										
GLM-1 - (05 # 5) ADVERTISEMENT	0	30-Jul-10	30-Jul-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	31-Jul-10	15-Aug-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	16-Aug-10	31-Aug-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	01-Sep-10	16-Sep-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	17-Sep-10	02-Oct-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Oct-10	28-Oct-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	28-Oct-10	12-Nov-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Nov-10	28-Nov-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Dec-10	28-Dec-10										
GLM-1 - (05 # 5) ADVERTISEMENT	15	18-Dec-10	02-Jan-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	03-Jan-11	18-Jan-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	18-Jan-11	02-Feb-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	03-Feb-11	18-Feb-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	18-Feb-11	05-Mar-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	05-Mar-11	20-Mar-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	20-Mar-11	04-Apr-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	04-Apr-11	19-Apr-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	19-Apr-11	04-May-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	04-May-11	19-May-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	19-May-11	03-Jun-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	03-Jun-11	18-Jun-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	18-Jun-11	03-Jul-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	03-Jul-11	18-Jul-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	18-Jul-11	01-Aug-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	01-Aug-11	16-Aug-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	16-Aug-11	31-Aug-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	31-Aug-11	15-Sep-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	15-Sep-11	30-Sep-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	30-Sep-11	15-Oct-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	15-Oct-11	30-Oct-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	30-Oct-11	14-Nov-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	14-Nov-11	29-Nov-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	29-Nov-11	14-Dec-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	14-Dec-11	29-Dec-11										
GLM-1 - (05 # 5) ADVERTISEMENT	15	29-Dec-11	13-Jan-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Jan-12	28-Jan-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	28-Jan-12	11-Feb-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	11-Feb-12	26-Feb-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	26-Feb-12	13-Mar-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	13-Mar-12	28-Mar-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	28-Mar-12	10-Apr-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	10-Apr-12	25-Apr-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	25-Apr-12	10-May-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	10-May-12	25-May-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	25-May-12	09-Jun-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	09-Jun-12	24-Jun-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	24-Jun-12	09-Jul-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	09-Jul-12	24-Jul-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	24-Jul-12	08-Aug-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	08-Aug-12	23-Aug-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	23-Aug-12	07-Sep-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	07-Sep-12	22-Sep-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	22-Sep-12	07-Oct-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	07-Oct-12	22-Oct-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	22-Oct-12	06-Nov-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	06-Nov-12	21-Nov-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	21-Nov-12	06-Dec-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	06-Dec-12	21-Dec-12										
GLM-1 - (05 # 5) ADVERTISEMENT	15	21-Dec-12	05-Jan-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	05-Jan-13	20-Jan-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	20-Jan-13	04-Feb-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	04-Feb-13	19-Feb-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	19-Feb-13	06-Mar-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	06-Mar-13	21-Mar-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	21-Mar-13	05-Apr-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	05-Apr-13	20-Apr-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	20-Apr-13	05-May-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	05-May-13	20-May-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	20-May-13	04-Jun-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	04-Jun-13	19-Jun-13										
GLM-1 - (05 # 5) ADVERTISEMENT	15	19-Jun-13	04-Jul-13										

Alaskan Way Viaduct & Seawall Replacement Program
Safety & Mobility Projects

ELECTRICAL LINE RELOCATION
Phase I - S. Mass St. to Railroad Way S.

Run Date / Time : 10-Mar-08 / 09:38
Data Date : 01-Mar-08

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2007	2008	2009
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Exhibit C - Project Schedule

Activity	Start	Finish	Duration	ES	EF	LS	LF	Free Float	Predecessors
Phase I Electrical Line Relocations - Advertisement - Bid & Award	01-Mar-08	14-May-08	74	0	14-May-08	0	14-May-08	0	
GLR-1 - (RS # 5) ADVERTISEMENT	01-Mar-08	14-May-08	74	0	14-May-08	0	14-May-08	0	
GLR-2 - (RS # 6) BID OPENING	14-May-08	20-May-08	6	14-May-08	20-May-08	14-May-08	20-May-08	0	GLR-1
GLR-3 - (RS # 7) CONTRACT AWARD	20-May-08	04-Jun-08	14	20-May-08	04-Jun-08	20-May-08	04-Jun-08	0	GLR-2
GLR-4 - (RS # 8) CONTRACT EXECUTION	04-Jun-08	14-Aug-08	71	20-May-08	14-Aug-08	20-May-08	14-Aug-08	0	GLR-2, GLR-3
GLR-5 - (RS # 9) CONTRACT CLOSEOUT	14-Aug-08	01-Sep-08	18	14-Aug-08	01-Sep-08	14-Aug-08	01-Sep-08	0	GLR-4
GLR-6 - (RS # 10) CONTRACT COMPLETION	01-Sep-08	14-Sep-08	13	01-Sep-08	14-Sep-08	01-Sep-08	14-Sep-08	0	GLR-5
GLR-7 - (RS # 11) CONTRACT COMPLETION	14-Sep-08	01-Oct-08	17	14-Sep-08	01-Oct-08	14-Sep-08	01-Oct-08	0	GLR-6
GLR-8 - (RS # 12) CONTRACT COMPLETION	01-Oct-08	14-Oct-08	13	01-Oct-08	14-Oct-08	01-Oct-08	14-Oct-08	0	GLR-7
GLR-9 - (RS # 13) CONTRACT COMPLETION	14-Oct-08	01-Nov-08	18	14-Oct-08	01-Nov-08	14-Oct-08	01-Nov-08	0	GLR-8
GLR-10 - (RS # 14) CONTRACT COMPLETION	01-Nov-08	14-Nov-08	13	01-Nov-08	14-Nov-08	01-Nov-08	14-Nov-08	0	GLR-9
GLR-11 - (RS # 15) CONTRACT COMPLETION	14-Nov-08	01-Dec-08	17	14-Nov-08	01-Dec-08	14-Nov-08	01-Dec-08	0	GLR-10
GLR-12 - (RS # 16) CONTRACT COMPLETION	01-Dec-08	14-Dec-08	13	01-Dec-08	14-Dec-08	01-Dec-08	14-Dec-08	0	GLR-11
GLR-13 - (RS # 17) CONTRACT COMPLETION	14-Dec-08	01-Jan-09	18	14-Dec-08	01-Jan-09	14-Dec-08	01-Jan-09	0	GLR-12
GLR-14 - (RS # 18) CONTRACT COMPLETION	01-Jan-09	14-Jan-09	13	01-Jan-09	14-Jan-09	01-Jan-09	14-Jan-09	0	GLR-13
GLR-15 - (RS # 19) CONTRACT COMPLETION	14-Jan-09	01-Feb-09	18	14-Jan-09	01-Feb-09	14-Jan-09	01-Feb-09	0	GLR-14
GLR-16 - (RS # 20) CONTRACT COMPLETION	01-Feb-09	14-Feb-09	13	01-Feb-09	14-Feb-09	01-Feb-09	14-Feb-09	0	GLR-15
GLR-17 - (RS # 21) CONTRACT COMPLETION	14-Feb-09	01-Mar-09	17	14-Feb-09	01-Mar-09	14-Feb-09	01-Mar-09	0	GLR-16
GLR-18 - (RS # 22) CONTRACT COMPLETION	01-Mar-09	14-Mar-09	13	01-Mar-09	14-Mar-09	01-Mar-09	14-Mar-09	0	GLR-17
GLR-19 - (RS # 23) CONTRACT COMPLETION	14-Mar-09	01-Apr-09	18	14-Mar-09	01-Apr-09	14-Mar-09	01-Apr-09	0	GLR-18
GLR-20 - (RS # 24) CONTRACT COMPLETION	01-Apr-09	14-Apr-09	13	01-Apr-09	14-Apr-09	01-Apr-09	14-Apr-09	0	GLR-19
GLR-21 - (RS # 25) CONTRACT COMPLETION	14-Apr-09	01-May-09	17	14-Apr-09	01-May-09	14-Apr-09	01-May-09	0	GLR-20
GLR-22 - (RS # 26) CONTRACT COMPLETION	01-May-09	14-May-09	13	01-May-09	14-May-09	01-May-09	14-May-09	0	GLR-21
GLR-23 - (RS # 27) CONTRACT COMPLETION	14-May-09	01-Jun-09	18	14-May-09	01-Jun-09	14-May-09	01-Jun-09	0	GLR-22
GLR-24 - (RS # 28) CONTRACT COMPLETION	01-Jun-09	14-Jun-09	13	01-Jun-09	14-Jun-09	01-Jun-09	14-Jun-09	0	GLR-23
GLR-25 - (RS # 29) CONTRACT COMPLETION	14-Jun-09	01-Jul-09	17	14-Jun-09	01-Jul-09	14-Jun-09	01-Jul-09	0	GLR-24
GLR-26 - (RS # 30) CONTRACT COMPLETION	01-Jul-09	14-Jul-09	13	01-Jul-09	14-Jul-09	01-Jul-09	14-Jul-09	0	GLR-25
GLR-27 - (RS # 31) CONTRACT COMPLETION	14-Jul-09	01-Aug-09	18	14-Jul-09	01-Aug-09	14-Jul-09	01-Aug-09	0	GLR-26
GLR-28 - (RS # 32) CONTRACT COMPLETION	01-Aug-09	14-Aug-09	13	01-Aug-09	14-Aug-09	01-Aug-09	14-Aug-09	0	GLR-27
GLR-29 - (RS # 33) CONTRACT COMPLETION	14-Aug-09	01-Sep-09	18	14-Aug-09	01-Sep-09	14-Aug-09	01-Sep-09	0	GLR-28
GLR-30 - (RS # 34) CONTRACT COMPLETION	01-Sep-09	14-Sep-09	13	01-Sep-09	14-Sep-09	01-Sep-09	14-Sep-09	0	GLR-29
GLR-31 - (RS # 35) CONTRACT COMPLETION	14-Sep-09	01-Oct-09	17	14-Sep-09	01-Oct-09	14-Sep-09	01-Oct-09	0	GLR-30
GLR-32 - (RS # 36) CONTRACT COMPLETION	01-Oct-09	14-Oct-09	13	01-Oct-09	14-Oct-09	01-Oct-09	14-Oct-09	0	GLR-31
GLR-33 - (RS # 37) CONTRACT COMPLETION	14-Oct-09	01-Nov-09	18	14-Oct-09	01-Nov-09	14-Oct-09	01-Nov-09	0	GLR-32
GLR-34 - (RS # 38) CONTRACT COMPLETION	01-Nov-09	14-Nov-09	13	01-Nov-09	14-Nov-09	01-Nov-09	14-Nov-09	0	GLR-33
GLR-35 - (RS # 39) CONTRACT COMPLETION	14-Nov-09	01-Dec-09	17	14-Nov-09	01-Dec-09	14-Nov-09	01-Dec-09	0	GLR-34
GLR-36 - (RS # 40) CONTRACT COMPLETION	01-Dec-09	14-Dec-09	13	01-Dec-09	14-Dec-09	01-Dec-09	14-Dec-09	0	GLR-35
GLR-37 - (RS # 41) CONTRACT COMPLETION	14-Dec-09	01-Jan-10	18	14-Dec-09	01-Jan-10	14-Dec-09	01-Jan-10	0	GLR-36
GLR-38 - (RS # 42) CONTRACT COMPLETION	01-Jan-10	14-Jan-10	13	01-Jan-10	14-Jan-10	01-Jan-10	14-Jan-10	0	GLR-37
GLR-39 - (RS # 43) CONTRACT COMPLETION	14-Jan-10	01-Feb-10	18	14-Jan-10	01-Feb-10	14-Jan-10	01-Feb-10	0	GLR-38
GLR-40 - (RS # 44) CONTRACT COMPLETION	01-Feb-10	14-Feb-10	13	01-Feb-10	14-Feb-10	01-Feb-10	14-Feb-10	0	GLR-39
GLR-41 - (RS # 45) CONTRACT COMPLETION	14-Feb-10	01-Mar-10	17	14-Feb-10	01-Mar-10	14-Feb-10	01-Mar-10	0	GLR-40
GLR-42 - (RS # 46) CONTRACT COMPLETION	01-Mar-10	14-Mar-10	13	01-Mar-10	14-Mar-10	01-Mar-10	14-Mar-10	0	GLR-41
GLR-43 - (RS # 47) CONTRACT COMPLETION	14-Mar-10	01-Apr-10	18	14-Mar-10	01-Apr-10	14-Mar-10	01-Apr-10	0	GLR-42
GLR-44 - (RS # 48) CONTRACT COMPLETION	01-Apr-10	14-Apr-10	13	01-Apr-10	14-Apr-10	01-Apr-10	14-Apr-10	0	GLR-43
GLR-45 - (RS # 49) CONTRACT COMPLETION	14-Apr-10	01-May-10	17	14-Apr-10	01-May-10	14-Apr-10	01-May-10	0	GLR-44
GLR-46 - (RS # 50) CONTRACT COMPLETION	01-May-10	14-May-10	13	01-May-10	14-May-10	01-May-10	14-May-10	0	GLR-45
GLR-47 - (RS # 51) CONTRACT COMPLETION	14-May-10	01-Jun-10	18	14-May-10	01-Jun-10	14-May-10	01-Jun-10	0	GLR-46
GLR-48 - (RS # 52) CONTRACT COMPLETION	01-Jun-10	14-Jun-10	13	01-Jun-10	14-Jun-10	01-Jun-10	14-Jun-10	0	GLR-47
GLR-49 - (RS # 53) CONTRACT COMPLETION	14-Jun-10	01-Jul-10	17	14-Jun-10	01-Jul-10	14-Jun-10	01-Jul-10	0	GLR-48
GLR-50 - (RS # 54) CONTRACT COMPLETION	01-Jul-10	14-Jul-10	13	01-Jul-10	14-Jul-10	01-Jul-10	14-Jul-10	0	GLR-49
GLR-51 - (RS # 55) CONTRACT COMPLETION	14-Jul-10	01-Aug-10	18	14-Jul-10	01-Aug-10	14-Jul-10	01-Aug-10	0	GLR-50
GLR-52 - (RS # 56) CONTRACT COMPLETION	01-Aug-10	14-Aug-10	13	01-Aug-10	14-Aug-10	01-Aug-10	14-Aug-10	0	GLR-51
GLR-53 - (RS # 57) CONTRACT COMPLETION	14-Aug-10	01-Sep-10	18	14-Aug-10	01-Sep-10	14-Aug-10	01-Sep-10	0	GLR-52
GLR-54 - (RS # 58) CONTRACT COMPLETION	01-Sep-10	14-Sep-10	13	01-Sep-10	14-Sep-10	01-Sep-10	14-Sep-10	0	GLR-53
GLR-55 - (RS # 59) CONTRACT COMPLETION	14-Sep-10	01-Oct-10	17	14-Sep-10	01-Oct-10	14-Sep-10	01-Oct-10	0	GLR-54
GLR-56 - (RS # 60) CONTRACT COMPLETION	01-Oct-10	14-Oct-10	13	01-Oct-10	14-Oct-10	01-Oct-10	14-Oct-10	0	GLR-55
GLR-57 - (RS # 61) CONTRACT COMPLETION	14-Oct-10	01-Nov-10	18	14-Oct-10	01-Nov-10	14-Oct-10	01-Nov-10	0	GLR-56
GLR-58 - (RS # 62) CONTRACT COMPLETION	01-Nov-10	14-Nov-10	13	01-Nov-10	14-Nov-10	01-Nov-10	14-Nov-10	0	GLR-57
GLR-59 - (RS # 63) CONTRACT COMPLETION	14-Nov-10	01-Dec-10	17	14-Nov-10	01-Dec-10	14-Nov-10	01-Dec-10	0	GLR-58
GLR-60 - (RS # 64) CONTRACT COMPLETION	01-Dec-10	14-Dec-10	13	01-Dec-10	14-Dec-10	01-Dec-10	14-Dec-10	0	GLR-59
GLR-61 - (RS # 65) CONTRACT COMPLETION	14-Dec-10	01-Jan-11	18	14-Dec-10	01-Jan-11	14-Dec-10	01-Jan-11	0	GLR-60
GLR-62 - (RS # 66) CONTRACT COMPLETION	01-Jan-11	14-Jan-11	13	01-Jan-11	14-Jan-11	01-Jan-11	14-Jan-11	0	GLR-61
GLR-63 - (RS # 67) CONTRACT COMPLETION	14-Jan-11	01-Feb-11	18	14-Jan-11	01-Feb-11	14-Jan-11	01-Feb-11	0	GLR-62
GLR-64 - (RS # 68) CONTRACT COMPLETION	01-Feb-11	14-Feb-11	13	01-Feb-11	14-Feb-11	01-Feb-11	14-Feb-11	0	GLR-63
GLR-65 - (RS # 69) CONTRACT COMPLETION	14-Feb-11	01-Mar-11	17	14-Feb-11	01-Mar-11	14-Feb-11	01-Mar-11	0	GLR-64
GLR-66 - (RS # 70) CONTRACT COMPLETION	01-Mar-11	14-Mar-11	13	01-Mar-11	14-Mar-11	01-Mar-11	14-Mar-11	0	GLR-65
GLR-67 - (RS # 71) CONTRACT COMPLETION	14-Mar-11	01-Apr-11	18	14-Mar-11	01-Apr-11	14-Mar-11	01-Apr-11	0	GLR-66
GLR-68 - (RS # 72) CONTRACT COMPLETION	01-Apr-11	14-Apr-11	13	01-Apr-11	14-Apr-11	01-Apr-11	14-Apr-11	0	GLR-67
GLR-69 - (RS # 73) CONTRACT COMPLETION	14-Apr-11	01-May-11	17	14-Apr-11	01-May-11	14-Apr-11	01-May-11	0	GLR-68
GLR-70 - (RS # 74) CONTRACT COMPLETION	01-May-11	14-May-11	13	01-May-11	14-May-11	01-May-11	14-May-11	0	GLR-69
GLR-71 - (RS # 75) CONTRACT COMPLETION	14-May-11	01-Jun-11	18	14-May-11	01-Jun-11	14-May-11	01-Jun-11	0	GLR-70
GLR-72 - (RS # 76) CONTRACT COMPLETION	01-Jun-11	14-Jun-11	13	01-Jun-11	14-Jun-11	01-Jun-11	14-Jun-11	0	GLR-71
GLR-73 - (RS # 77) CONTRACT COMPLETION	14-Jun-11	01-Jul-11	17	14-Jun-11	01-Jul-11	14-Jun-11	01-Jul-11	0	GLR-72
GLR-74 - (RS # 78) CONTRACT COMPLETION	01-Jul-11	14-Jul-11	13	01-Jul-11	14-Jul-11	01-Jul-11	14-Jul-11	0	GLR-73
GLR-75 - (RS # 79) CONTRACT COMPLETION	14-Jul-11	01-Aug-11	18	14-Jul-11	01-Aug-11	14-Jul-11	01-Aug-11	0	GLR-74
GLR-76 - (RS # 80) CONTRACT COMPLETION	01-Aug-11	14-Aug-11	13	01-Aug-11	14-Aug-11	01-Aug-11	14-Aug-11	0	GLR-75
GLR-77 - (RS # 81) CONTRACT COMPLETION	14-Aug-11	01-Sep-11	18	14-Aug-11	01-Sep-11	14-Aug-11	01-Sep-11	0	GLR-76
GLR-78 - (RS # 82) CONTRACT COMPLETION	01-Sep-11	14-Sep-11	13	01-Sep-11	14-Sep-11	01-Sep-11	14-Sep-11	0	GLR-77
GLR-79 - (RS # 83) CONTRACT COMPLETION	14-Sep-11	01-Oct-11	17	14-Sep-11	01-Oct-11	14-Sep-11	01-Oct-11	0	GLR-78
GLR-80 - (RS # 84) CONTRACT COMPLETION	01-Oct-11	14-Oct-11	13	01-Oct-11	14-Oct-11	01-Oct-11	14-Oct-11	0	GLR-79
GLR-81 - (RS # 85) CONTRACT COMPLETION	14-Oct-11	01-Nov-11	18	14-Oct-11	01-Nov-11	14-Oct-11	01-Nov-11	0	GLR-80
GLR-82 - (RS # 86) CONTRACT COMPLETION	01-Nov-11	14-Nov-11	13	01-Nov-11	14-Nov-11	01-Nov-11	14-Nov-11	0	GLR-81
GLR-83 - (RS # 87) CONTRACT COMPLETION	14-Nov-11	01-Dec-11	17	14-Nov-11	01-Dec-11	14-Nov-11	01-Dec-11	0	GLR-82
GLR-84 - (RS # 88) CONTRACT COMPLETION	01-Dec-11	14-Dec-11	13	01-Dec-11	14-Dec-11	01-Dec-11	14-Dec-11	0	GLR-83
GLR-85 - (RS # 89) CONTRACT COMPLETION	14-Dec-11	01-Jan-12	18	14-Dec-11	01-Jan-12	14-Dec-11	01-Jan-12	0	GLR-84
GLR-86 - (RS # 90) CONTRACT COMPLETION	01-Jan-12	14-Jan-12	13	01-Jan-12	14-Jan-12	01-Jan-12	14-Jan-12	0	GLR-85
GLR-87 - (RS # 91) CONTRACT COMPLETION	14-Jan-12	01-Feb-12	18	14-Jan-12	01-Feb-12	14-Jan-12	01-Feb-12	0	GLR-86
GLR-88 - (RS # 92) CONTRACT COMPLETION	01-Feb-12	14-Feb-12	13	01-Feb-12	14-Feb-12	01-Feb-12	14-Feb-12	0	GLR-87
GLR-89 - (RS # 93) CONTRACT COMPLETION	14-Feb-12	01-Mar-12	17	14-Feb-12	01-Mar-12	14-Feb-12	01-Mar-12	0	GLR-88
GLR-90 - (RS # 94) CONTRACT COMPLETION	01-Mar-12	14-Mar-12	13	01-Mar-12	14-Mar-12	01-Mar-12	14-Mar-12	0	GLR-89
GLR-91 - (RS # 95) CONTRACT COMPLETION	14-Mar-12	01-Apr-12	18	14-Mar-12	01-Apr-12	14-Mar-12	01-Apr-12	0	GLR-90
GLR-92 - (RS # 96) CONTRACT COMPLETION	01-Apr-12	14-Apr-12	13	01-Apr-12	14-Apr-12	01-Apr-12	14-Apr-12	0	GLR-91
GLR-93 - (RS # 97) CONTRACT COMPLETION	14-Apr-12	01							

STATE OF WASHINGTON – KING COUNTY

--SS.

224673

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

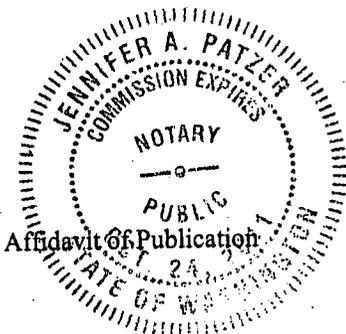
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122686-122690 TITLE

was published on

05/22/08

The amount of the fee charged for the foregoing publication, is the sum of \$ 77.28, which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on
05/22/08 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 12, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 884-8944.

ORDINANCE NO. 122690

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122689

AN ORDINANCE relating to foreclosure prevention; establishing policies for a foreclosure prevention program; clarifying and limiting the authority of the Office of Housing to use a 2008 Budget allowance for the program; imposing a proviso; and ratifying and confirming prior acts.

ORDINANCE NO. 122688

AN ORDINANCE relating to the Alaskan Way Viaduct Electrical Utility Relocation Phase I Project; authorizing execution of three Memoranda of Agreement between the Washington State Department of Transportation and the City of Seattle; changing and establishing the grades of South Royal Brougham Way between Alaskan Way South and First Avenue South; and creating a new position in Seattle City Light.

ORDINANCE NO. 122687

AN ORDINANCE relating to the City Light Department; authorizing the execution of three agreements to provide for the transmission of power from the Summer Falls and Main Canal Hydroelectric Projects to the City of Seattle.

ORDINANCE NO. 122686

AN ORDINANCE relating to financing certain capital activities of Seattle Department of Transportation; increasing appropriations to the Department of Transportation in the 2008 Budget; and amending the 2008-2013 Capital Improvement Program; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, May 22, 2008.

5/22(224678)