



I - 10 - 013

Receiving # 6012

(obtain from City Clerk)

**CONTRACT ROUTING FORM**

<b>DESCRIPTION</b>	<b>Originator:</b>	John Vicente	<b>Routed by:</b>	Catherine Lander
	<b>Department/Division:</b>	Public Works/Aurora Corridor	<b>Date:</b>	August 20, 2010
	<b>Name of Consultant/Contractor:</b>	Seattle Public Utilities		
	<b>CONTRACT TITLE:</b>	Aurora Ave Corridor Improvement Project N 185th - N 192nd Streets		

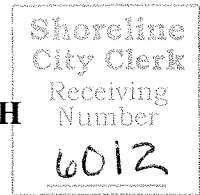
<b>CONTRACT CONTENT</b>	<b>Type of Contract:</b>	<input type="checkbox"/> (GR) Grants	<input checked="" type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
		<input type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	<b>Bid/RFP Number:</b>	NA		
	<b>Effective Date:</b>	Upon Execution	<b>Completion Date:</b>	NA
	<b>Has the original contract boilerplate language been modified?</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No		
	<b>If yes, specify which sections have been modified:</b>			
	<b>Description of Services:</b>	Reimbursement agreement with Seattle Public Utilities for constructing the waterline changes for the Aurora 185-192 Street project.		

<b>FINANCIAL DETAILS</b>	<b>Total Amount of Contract:</b>			
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
Org Key - Obj #	Amount:	Org Key - Obj #	Amount:	
J/L # - Task #		J/L # - Task #		
	<b>Are there sufficient funds in the current budget to cover this contract?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No			
	<b>Remarks:</b> There is no dollar value associated with this contract. This is an agreement for reimbursement for the waterline work for the project. The subsequent bid results showing the amount of reimbursement will be attached upon bid opening			

<b>FORMS</b>	<b>For Public Works/Small Works Contracts:</b>	<b>For Service Contracts:</b>		
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance	
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input type="checkbox"/> W-9 Form	

<b>SIGNATURE</b>	<b>Authorization Level:</b>	Department Director		
	<input checked="" type="checkbox"/> 1. Project Manager <i>[Signature]</i> <input checked="" type="checkbox"/> 2. Consultant/Contractor <i>[Signature]</i> <input checked="" type="checkbox"/> 3. Risk Management/Budget <i>[Signature]</i> <input checked="" type="checkbox"/> 4. City Attorney <i>[Signature]</i> <input checked="" type="checkbox"/> 5. Department Director <i>[Signature]</i>	<input type="checkbox"/> 6. City Council (if required) <input type="checkbox"/> 7. City Manager <input checked="" type="checkbox"/> 8. City Clerk <i>[Signature]</i> <input checked="" type="checkbox"/> 9. Originating Department <i>[Signature]</i>	<i>[Signature]</i> 8/20/10 <i>[Signature]</i> 9/7/10 <i>[Signature]</i> 10/20/2010	

**AGREEMENT REGARDING WATER SYSTEM  
RELOCATION CONSTRUCTION IN AURORA AVENUE NORTH  
MULTIMODAL CORRIDOR, N. 185<sup>th</sup> to N. 192<sup>nd</sup>**



This Agreement regarding Construction Relocation to Water System in Aurora Avenue North Multimodal Corridor, N. 185<sup>th</sup> to N 192<sup>nd</sup> (the "Agreement") is made and entered into as of this 15 day of October, 2010 (the "Effective Date"), by and between the City of Seattle, a municipal corporation organized and existing under the laws of the State of Washington ("Seattle") by and through Seattle Public Utilities ("SPU"), and the City of Shoreline ("Shoreline") (collectively, the "Parties").

**Recitals**

WHEREAS, Shoreline intends to construct improvements to Aurora Avenue North between N. 185<sup>th</sup> Street and N. 192<sup>nd</sup> Street, including side streets and transition north of N 192<sup>nd</sup> Street, in the City of Shoreline (the "Shoreline Improvements Project"); and

WHEREAS, Seattle owns and SPU operates a municipal water supply system in Shoreline under an existing Franchise Agreement (including infrastructure such as hydrants, services, valves, meters, fittings and mains, the "Water System"), a portion of which is located in Aurora Avenue North between N. 185<sup>th</sup> and N. 192<sup>nd</sup> (the "Water System Segment") consisting of a continuous 8" watermain along the western portion of Aurora Avenue North, hydrants and service connections (collectively "Watermain"); and

WHEREAS, construction of the Shoreline Improvements Project requires SPU to relocate the Watermain under Section 6.9 of the Franchise Agreement; and

WHEREAS, SPU wishes to contract with Shoreline to accomplish the construction work for the required relocation of its Watermain ("Watermain Work") as part of the Shoreline Improvements Project, which will result in more cost savings and efficient coordination between the projects; and

WHEREAS, both parties agree that integrating the Watermain Work into the overall Shoreline Improvements project construction will allow any potential conflicts to be reviewed and resolved as part of the overall construction process.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Shoreline and SPU agree as follows:

**Agreement**

1. SCOPE OF WORK

- a. Construction Phase: Shoreline and SPU will work cooperatively to accomplish the construction of the Watermain Work through Shoreline's construction contractor ("Contractor") and SPU forces in accordance with the Final Design.
  - i. Shoreline will perform all tasks listed in Appendix 1, Section I, and SPU shall perform all tasks listed in Appendix 1, Section II.
  - ii. SPU will own, operate and maintain the newly constructed Water System Segment facilities upon final acceptance.
  - iii. The Parties agree that time is of the essence in the Project and agree not to unreasonably hinder or delay the Project schedule. Within three (3) working days of receiving an updated Project schedule that affects the Watermain Work or a proposed change from what is specified in the Plans and Specifications ("Change Order") from the Contractor, Shoreline shall transmit it to SPU for review and comment. Subject to section 6, SPU shall send Shoreline, within three (3) working days of receipt of an update or Change Order, any changes that may be necessary and are consistent with sections 6 and 7.b. The Parties agree to meet at least once a week during construction or more frequently if required, to discuss scheduling, to resolve problems and conflicts, and to facilitate planning.

## 2. PAYMENT AND REIMBURSEMENT FOR WATERMAIN WORK PROJECT COSTS

- a. Construction Phase: SPU shall reimburse Shoreline for Watermain Work construction costs. Actual reimbursement costs for construction will be incorporated into this agreement by amendment. Reimbursement costs are as follows:
  - i. Actual construction costs incurred by Shoreline's Contractor for the Watermain Work, as agreed to in the final SPU Bid Schedule C – Water Line in Shoreline's construction contract for the Shoreline Improvements Project ("Bid Schedule C"), which will become incorporated into this agreement by amendment at the time of award of the Shoreline Improvements Project construction contract. SPU will pay for typical quantity adjustments up to 10% of the original amount. If the quantity of an item will vary by more than 10%, Shoreline will use the Change Order provisions under Section 6.
  - ii. A proportionate share of the Contractor's mobilization, traffic control, erosion control, material testing, utility coordination, and survey costs for the overall Shoreline Improvements Project based on the percentage the Watermain Work costs in Bid Schedule C are in

relation to the overall total Shoreline Improvements Project costs in Bid Schedules A, B and C, which will be determined at the time of award of the Shoreline Improvements Project construction contract.

- iii. Force Account costs for potholing of SPU Water System facilities upon mutual agreement by the parties that the potholing is required to perform Watermain Work.
- iv. 5% of SPU's project costs identified in items i-iii above for Shoreline's Construction Management costs. The Construction Management cost includes materials testing.
- v. Upon review and written concurrence of change orders by SPU in accordance with Section 6, SPU shall reimburse Shoreline for 100% of the increased actual costs related to the Watermain Work as described Bid Schedule C, which may include delay costs to the extent they are caused by SPU, plus 5% of the total cost of the change order to cover SPU's portion of construction management for the change.

### 3. INVOICES

- a. SPU shall pay all of its construction costs for Watermain Work performed by SPU.
- b. Shoreline will invoice SPU monthly for Watermain Work construction costs and SPU shall pay Shoreline within thirty (30) days of receipt of an approved invoice.
- c. At a minimum, all invoices shall include the following: date, description of services or bid item number and corresponding charges, including position and hours billed (as applicable), labeled receipts for each service or bid item number (as applicable), percent paid to date, percent complete, and a summary of what has been completed to date.
- d. With respect to any disputed invoices, the Parties agree to negotiate in good faith for the resolution of the disputed amount. Any disputed amounts may be deducted from any monies due from one Party to another until such dispute is resolved.

### 4. BIDDING, AWARD AND NOTICE TO PROCEED:

Shoreline shall provide the bid tabulations and schedule documents with respect to the Project of the successful bidder to SPU after the construction contract for the Shoreline Improvements Project is fully executed. Shoreline shall hold a pre-construction meeting with the Contractor and SPU regarding the Watermain Work that will be performed by the Contractor.

### 5. SEATTLE'S RELATION TO CONTRACTOR:

With respect to the Shoreline Improvements Project only, Shoreline agrees that it shall assign to The City of Seattle all of the Contractor's and the Consultant's representations, warranties and guarantees and those of the Contractor's suppliers of material used in the construction of the Watermain Work and that the City of Seattle is a third party beneficiary of the construction contract with respect to the Watermain Work. Shoreline agrees that the contract between Shoreline and the Contractor shall (i) require the insurance described in section 10 hereof, (ii) require the Contractor to indemnify and defend the City of Seattle in the same manner and to the same degree required by Section 9 hereof. Shoreline will provide a copy of this Agreement to its Contractor, once executed.

6. CHANGE ORDERS:

If conditions at the construction project site are encountered that require a Change Order to the Watermain Work, Shoreline shall notify SPU at least three (3) working days prior to commencing work on the Change Order and provide a written proposed Change Order including the following information: date, justification and/or reason for change, independent cost estimate, and all receipts and backup information for change order. SPU shall provide written approval or notify Shoreline of any problems within 48 hours after receiving the proposed Change Order. Notwithstanding the foregoing, if the proposed Change Order results from an emergency situation, defined as having imminent risk of loss of life, health or property if the change is not made, then the Change Order work may occur prior to provision of the Change Order to SPU, but Shoreline shall notify SPU of the emergency and the resultant Change Order as soon as possible after discovery of the risk.

7. PROTECTION OF WATER SYSTEM; ACCESS:

- a. As the operator of a municipal Water System, SPU is responsible for maintaining continuous and uninterrupted service to its customers. SPU shall not retire existing water mains before temporary water mains are in service. Shoreline agrees to respond promptly to SPU requests or reasonable directions regarding the protection of the continuity and quality of water service.
- b. Neither Shoreline nor the Contractor or Consultant shall require SPU to interrupt water service without (i) written notice to SPU at least fourteen (14) calendar days prior to the planned interruption and (ii) SPU's written approval. SPU may restrict water service interruptions to the extent necessary to maintain Water System operations and adequate water supply to customers. Under no circumstances shall Shoreline, the Contractor, the Consultant, or anyone other than SPU personnel, damage, repair, modify or operate any portion of the existing water system including but not limited to water services, water mains, valves, test stations, and meters.

- c. Shoreline shall ensure that SPU's access to existing and newly constructed hydrants, meters, valves, or similar surface facilities is maintained 24 hours a day, 7 days a week, unless different arrangement have been agreed to in advance and in writing by the Parties. For purposes of this Agreement, "access" shall mean that the hydrants, meters, valves, or similar surface facilities shall not be blocked, covered or otherwise inaccessible to SPU.
- d. SPU shall have the right to enter the Project site at any time to operate, maintain and repair the Water System Segment, to inspect or observe the Watermain Work performed by the Contractor, or to design, construct or install the portions of the Watermain Work for which SPU is responsible.

#### 8. INSPECTION AND ACCEPTANCE:

- a. Within seven (7) calendar days of completion of the underground features of the Watermain Work, Shoreline shall request in writing that SPU conduct a final inspection of that portion of the Watermain Work performed by the Contractor. Within ten (10) working days of receipt of such written request, SPU shall inspect all such work and prepare a punch list of all items that need to be corrected. Upon notice of completion of the punch list, SPU shall reinspect the underground features of the Watermain Work, within five (5) working days of receipt of such written request. This process shall continue until that portion of the Watermain Work has been completed to SPU's satisfaction. Upon completion of the surface features of the Watermain Work, Shoreline will request in writing that SPU conduct a final inspection of that portion of the Watermain Work performed by the Contractor in accordance with the same timeframes and procedures in this section until that portion of the Watermain Work has been completed to SPU's satisfaction. Until this occurs, Shoreline shall not declare the Watermain Work or the Shoreline Improvements Project completed.
- b. When all of the inspection and approval described in section (a) has been completed, SPU shall accept the Watermain Work improvements as part of the Water System Segment and Shoreline shall transfer such facilities to Seattle. There shall be no liens on the Water System Segment infrastructure so transferred, and Shoreline shall so represent and warrant. As part of the transfer, Shoreline shall assign to Seattle the Contractor's warranties and guarantees as described in section 5.

#### 9. RELEASE AND INDEMNIFICATION

To the extent permitted by law, Shoreline shall release, hold harmless, indemnify and defend Seattle, its officials, employees and agents, while acting within the scope of their employment, from any and all losses, damages, claims, demands, suits, judgments, and consultants', contractors' and attorneys' fees and costs (each, a "Claim" and collectively, "Claims") arising out of or resulting from i) the release, discovery, exposure to, cleanup, remediation, transport or disposal of Hazardous

Substances (as that term is defined in Appendix 2) in the Project site or in connection with the Watermain Work or Shoreline Improvements Project, or ii) the negligent acts or omissions, or intentional misconduct of Shoreline, its officials, employees, agents or Consultants, in connection with the performance of this Agreement or the Shoreline Improvements. Shoreline shall not be required to indemnify Seattle, its officials, employees or agents if the Claims arise out of or result from the sole negligence of Seattle, its officials, employees or agents.

To the extent permitted by law, Seattle shall release, hold harmless, indemnify and defend Shoreline, its officials, employees and agents, while acting within the scope of their employment, from any and all losses, damages, claims, demands, suits, judgments, and consultants', contractors' and attorneys' fees and costs (each, a "Claim" and collectively, "Claims") arising out of or resulting from the negligent acts or omissions, or intentional misconduct of Seattle, its officials, employees, or agents in connection with the performance of this Agreement or the Shoreline Improvements. Seattle shall not be required to indemnify Shoreline, its officials, employees or agents if the Claims arise out of or result from the sole negligence of Shoreline, its officials, employees or agents.

To the extent a Claim arises out of the concurrent negligence of the parties, each party shall be responsible for its own negligence and that of its employees, agents, consultants, or contractor.

The foregoing indemnities are specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

#### 10. INSURANCE REQUIREMENTS:

- a. Shoreline shall cause the Contractor to maintain in force at all times during the term of this Agreement insurance as follows:
  - i. Commercial General Liability (CGL) Insurance (and Excess/Umbrella Liability Insurance, if required), including coverage for premises/operations, products/completed operations, contractual liability and independent contractors liability, with limits of liability of not less than \$5,000,000 combined single limit for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence.
  - ii. Business Automobile Policy Insurance (and Excess/Umbrella Liability Insurance, if required including owned, non-owned, and hired vehicles

with limits of liability of not less than \$1,000,000 combined single limit for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence on all vehicles which may be used at any time in connection with the Project.

- iii. Worker's Compensation Insurance or coverage as required under the Worker's Compensation Act of the State of Washington. Shoreline will verify payment of premiums as part of the contractor's responsibility check.
  - iv. The City of Seattle shall be named an additional insured under Commercial General Liability and Business Automobile Liability Insurance as respects primary and non-contributory limits in accordance with a standard separation of insured clause and shall be provided not less than 45 days prior written notice of cancellation (10 days in respect of cancellation for non-payment of premium) per RCW 48.18.290.
- b. Prior to commencement of the Watermain Work, as documentation of insurance as required hereunder, Shoreline shall cause the Contractor(s) to provide certificates of insurance with copies of the actual additional insured policy endorsements or blanket additional insured wording stating that The City of Seattle is an additional insured, and shall also provide a copy of the declarations page and schedule of forms and endorsements for each policy. Copies of binders will be an acceptable substitute for documentation of coverage prior to the delivery of insurance policies. At Seattle's request, Shoreline shall deliver the insurance documentation to:

The City of Seattle  
Risk Management Division  
P.O. Box 94669  
Seattle, WA 98124-4669  
Fax: (206) 615-0065  
Email: RiskManagement@Seattle.Gov

## 11. TERMINATION:

If Shoreline terminates the Project, including the Watermain Work, for any reason prior to completion, termination of the Watermain Work shall be in accordance with City of Seattle Standard Specification 1-08.10. In the event of such termination, Shoreline shall arrange to complete, restore, replace and pay for all portions of the Water System infrastructure that were removed by the construction of the Project but required for continued service. This work shall be done so that all affected Water System Segment



infrastructure is fully functional, complete, and the Project site is fully restored. Shoreline shall allow SPU sufficient time to perform necessary water work, and de-mobilize from the Project site. If the utilities of any private property owner required modification for intended Watermain Work, such owner shall be made whole by Shoreline at its cost. Shoreline shall reimburse SPU for all costs incurred by SPU as a result of such termination and for any materials, equipment or supplies procured and paid for by SPU for the Watermain Work.

## 12. DISPUTES

The Parties shall negotiate in good faith and use their reasonable best efforts to resolve any disputes that may develop under this Agreement. If the representative of the Parties identified in section 14 cannot resolve a dispute, the dispute shall be referred to the City of Shoreline Public Works Director and the Director of SPU for further negotiation. Only upon failure to resolve the dispute through such negotiations may either Party pursue legal action. The prevailing Party in any such action shall be entitled to its reasonable costs and expenses, including reasonable attorney's fees.

## 13. NOTICES

All notices required under the terms of this Agreement shall be given in writing, addressed as follows:

City of Seattle  
Seattle Public Utilities  
Seattle Municipal Tower  
PO Box 34018  
700 5<sup>th</sup> Avenue, Suite 4900  
Seattle, WA 98124-4018  
Attention: Warner Gee

City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

Attention: John Vicente

All notices issued under this Agreement shall be deemed received on the next business day after being deposited in the United States mail in Seattle, or at the time they are actually hand delivered to the addressee.

## 14. MISCELLANEOUS

- a. If the assets and retail service responsibility for water supply of which this Water System Segment is a component is conveyed to another party prior to the completion of the Project, Seattle intends to be fully compensated for any remaining capitalized costs of the Watermain Work.
- b. Compliance with Laws: Each Party shall perform its obligations under this Agreement in full compliance with all applicable federal, state and local laws, statutes, rules, regulations, orders and ordinances.

c. **Applicable Law/Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be the state or federal courts located in King County, Washington.

d. **No Waiver:** Neither acceptance of any Project Work performed nor acceptance of reimbursement therefore shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Failure of either Party to insist upon strict performance of, or any other waiver of, any of the terms, conditions or obligations of this Agreement shall not be deemed a waiver of any other term, condition, covenant or obligation contained herein.

e. **Validity of Contract:** In the event any section, sentence, clause, or phrase of this Agreement is adjudicated by a court of last resort and of competent jurisdiction to be invalid or illegal, the remainder of this Agreement shall be unaffected by such adjudication; and all other provisions of this Agreement shall remain in full force and effect as though the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.

f. **Entire Agreement; Interpretation:** This Agreement reflects the understanding between the Parties regarding the matters covered herein, constitutes the entire agreement between the Parties, and incorporates all prior negotiations and agreements of any kind, both written and oral. No representations, whether written or otherwise, between the Parties not contained or incorporated herein by reference shall be of any force or effect. This Agreement may be modified only by the written agreement of the Parties. This Agreement includes the Recitals and the following Appendices, which by this reference are incorporated herein:

Appendix 1, Scope of Work

Appendix 2, Environment Health and Safety Obligations

g. The provisions of this Agreement shall be construed as a whole according to their common meaning and consistent with the other provisions herein contained in order to achieve the objectives and purposes of this Agreement. Each Party has reviewed and approved this Agreement. Each Party agrees that the usual rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

THE CITY OF SEATTLE

CITY OF SHORELINE

By: Ray Hoffman  
Ray Hoffman, Acting Director  
Seattle Public Utilities

By: Mark Relph  
Mark Relph, Director  
City of Shoreline Public Works

David J. ...  
Shoreline City Attorney

## APPENDIX 1

### Scope of Work

#### I. CITY OF SHORELINE TASKS

Shoreline, its agent, or Contractor shall perform the following construction-related tasks:

1. Shoreline shall perform all Project construction indicated on the Plans and Specifications except where Watermain Work is specifically assigned to SPU.
2. Shoreline and the Contractor shall prepare and implement all traffic control plans.
3. Shoreline's construction administration staff shall resolve field problems as recommended by SPU's quality assurance inspectors to SPU's reasonable satisfaction.
4. Shoreline shall respond in a timely manner to all SPU review comments on change orders, Contractor submittals, and design discrepancies noted during the construction phase.
5. Shoreline shall initiate and coordinate final inspection and follow through with the completion of items listed on SPU's punch list with the Contractor.
6. Shoreline shall prepare "as-built" drawings (on AutoCAD release "TBD" and hardcopies) of all Watermain Work for SPU's permanent records.
7. Shoreline shall perform project management and coordination so that Watermain Work is sequenced into the overall work plan for the Shoreline Improvements Project.
8. The Contractor shall perform all excavation, shoring, trench support systems, handling and disposal of all spoils, including contaminated soils, groundwater and other debris, backfill, and site restoration for the Project in accordance with Appendix 2.
9. Shoreline shall submit a Project schedule to SPU at least five (5) calendar days after Shoreline receives the schedule from the Contractor. Said schedule shall conform to the construction coordination requirements provided for in this Agreement, including SPU's critical need to provide continuous and uninterrupted water supply and emergency response capability at all times. SPU agrees to provide written comments on the Project schedule to Shoreline within five (5) calendar days of receipt of said schedule from Shoreline. As necessary to meet SPU's water supply needs, SPU's comments or changes to the Project schedule shall be incorporated into the overall schedule for the Shoreline Improvements. If no comments are received within the 5 day period, it shall be understood that the schedule meets with SPU's acceptance.

10. Shoreline shall provide project management services, coordination, and integration of engineering and design work at Shoreline's expense.
11. Shoreline shall provide SPU with a minimum of two (2) weeks to review and comment on all Shoreline contracts prior to finalization of Project contract documents or bid documents.
12. Shoreline shall apply for any new water service.
13. Shoreline shall review, address, and promptly respond to all comments it receives from SPU regarding environmental conditions and hazards, comments from the Environmental Impact Statement, other environmental review documents, or any additional review conducted by SPU. Shoreline shall provide additional sampling, testing, and monitoring for hazardous materials, if necessary.

## II SEATTLE PUBLIC UTILITIES TASKS

SPU shall perform the following activities in connection with the Project work:

1. Pipe work as assigned to SPU in the final Plans and Specifications, including cutting and capping the existing watermains as needed, and cutting, capping and connection charged water services to the union located within 5 feet of the meter box. For new watermain connections, SPU shall perform the pipe work to connect the new water main to the existing Water System per City of Seattle Standard Plan No. 300.
2. Shutdowns of the Water System Segment to affected SPU customers, and notification to customers affected by the shutdowns;
3. All connections, valve operations, and disconnections for temporary water service;
4. Coordinating and scheduling of SPU construction work, testing and Water System Segment shutdowns, and attending meetings in connection with said Project Work.
5. Procuring materials to be furnished by SPU in accordance with the final Plans and Specifications, including tapping sleeve and tapping valve, hydrants, meters, and parts required for customer service lines;
6. Reviewing Contractor submittals relating to the Watermain Work, and resolving requests for information, utility conflicts, and other similar issues affecting the Watermain Work;
7. Reviewing for acceptance all tests required for final new watermain connections, including pressure testing, electrical continuity testing, and water quality testing.
8. Preparing a punch list for corrective action based on the final inspection of the Watermain Work performed by the Contractor.
9. Observing construction of new Water System Segment facilities for the purpose of quality assurance and coordination of SPU tasks and

personnel; staff observing construction shall not delay the Contractor's work and shall contact Shoreline Staff upon arrival at site.

10. If defective Watermain Work is observed, such as improper installation or unsafe conditions, SPU shall notify Shoreline or its agents. If necessary, SPU shall have the right to direct that Watermain Work be stopped if conditions are unsafe or the Watermain Work is being performed in a manner inconsistent with this Agreement or the construction contract (including the use of improper methods or materials) or applicable regulations or SPU policies; provided, however, that SPU agrees it will not unreasonably interrupt or hinder the Watermain Work;
11. Testing of isolation couplings at the SPU connection points of the new water mains to the existing water mains; SPU will coordinate these tests with the Contractor and City of Shoreline Consultant; and
12. For new watermain construction, obtaining water samples from new water mains after they have been chlorinated and flushed by the Contractor with a tap provided in accordance with Seattle Standard Specifications.

## APPENDIX 2

### ENVIRONMENT, HEALTH AND SAFETY OBLIGATIONS

#### 1. DISCOVERY OF HAZARDOUS SUBSTANCES

- 1.1 In accordance with section 1.2 below, Shoreline or the Contractor shall manage, handle, and dispose of, any Hazardous Substances generated, discovered or released during Shoreline's, or the Contractor's, performance of the Watermain Work or Shoreline Improvements Project work. Any and all costs and expenses for such activities shall be borne by Shoreline, including but not limited to, costs for sampling, characterization, treatment, transportation, storage, disposal and monitoring of contaminated soils and ground water; costs for decontamination of wastes; and costs of disposing used personal protection equipment and barriers.
- 1.2 Notwithstanding sections 1.1, SPU shall manage, handle, and dispose of, any Hazardous Substances generated or released by SPU in its own performance of the Watermain Work. Any and all costs and expenses for such activities shall be borne by SPU, including but not limited to, costs for sampling, characterization, treatment, transportation, storage, disposal and monitoring of contaminated soils and ground water; costs for decontamination of wastes; and costs of disposing used personal protection equipment and barriers.

#### 2. RESPONSE AND INFORMATION OBLIGATION

- 2.1 Prior to SPU employees beginning work at the Project site, Shoreline shall provide to SPU all information available to Shoreline concerning contamination or Hazardous Substances in areas where SPU employees will be working. The information shall include a map indicating areas of potential or known contamination, and cleanup locations where Hazardous Substances will be removed.
- 2.2 If contamination is found at the Project site, Shoreline shall provide to SPU, at least two (2) weeks prior to SPU beginning work, a sampling, decontamination, and remediation plan. SPU employees will not begin work until SPU approves the plan.
- 2.3 Shoreline shall keep SPU informed regarding general construction activities being performed at the Site that could result in SPU employees being exposed to Hazardous Substances or other safety hazards.
- 2.4 Shoreline shall review, and promptly respond through its designated Shoreline contact person, as specified below, to all comments submitted by SPU regarding environmental conditions related to SPU's work at the Project site or SPU's worker safety concerns.

### **3. HEALTH AND SAFETY OBLIGATIONS**

- 3.1 Shoreline and its contractors and representatives will comply with Health and Safety regulations WAC 296-155, WAC 296-62, WAC 296-800 and WAC 296-24 and any other applicable WAC Health and Safety codes. Any and all costs and expenses associated complying with the code shall be borne by Shoreline.
- 3.2 Shoreline shall provide SPU access to the Contractor's health and safety personnel before and during the Watermain Work.
- 3.3 At SPU's request, Shoreline shall provide SPU with a copy of any environmental, health and safety and personnel monitoring data and reports related to the Watermain Work which are available to Shoreline. Field records shall be provided to SPU the day after monitoring data is collected in the field.
- 3.4 SPU shall have open and complete access to all information, data, reports and analysis, including information related to Hazardous Substance locations, field observation reports or logs, stockpiles, possible sampling and analytical data generated for Hazardous Substances found within the Project site. Field records shall be provided to SPU the day after data is collected in the field.

SPU reserves the right to stop work by SPU crews if SPU determines that work conditions are unsafe. Unsafe conditions may include, but are not limited to, improper shoring, traffic control, and conditions deemed dangerous to life and health.