

RIDGECREST PARK RETAINING WALL BETTERMENT FOR THE LYNNWOOD LINK LIGHT RAIL TRANSIT PROJECT

GA 0207-20/City Receiving #9887

THIS AGREEMENT, effective upon the date of the latest signature, is entered into by and between the CITY OF SHORELINE, a Washington municipal corporation (the "City") and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Sound Transit"), a regional transit authority organized under the laws of the State of Washington, collectively "Parties" and individually "Party."

RECITALS

- 1. Sound Transit is a governmental entity created pursuant to RCW 81.104 and 81.112 with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.
- 2. The City is a non-charter optional municipal code city organized pursuant to chapter 35A RCW and incorporated under the laws of the State of Washington, with the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- 3. On April 23, 2015, the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Lynnwood Link Light Rail Extension Project ("LLE Project") in Resolution 2015-05 ("Alignment Resolution").
- 4. In coordination with the City, Sound Transit is in the process of designing and constructing the LLE Project, within the City's boundaries as described in the Alignment Resolution, including without limitation a public rail transit line, stations, other infrastructure, improvements, public transit and passenger amenities, and mitigation measures associated there with.
- 5. The City is the owner of a municipal park commonly known as Ridgecrest Park (the "Park"), located just east of Interstate-5, of which the western edge is parallel and adjacent to the LLE Project's future light rail guideway.
- 6. As part of that the interagency coordination, the City identified an improvement to the designed and permitted noise wall bordering the Park that is not required to execute the LLE Project, but would provide a public benefit and promote an efficient use of public funds if included as part of the LLE Project.
- 7. The City identified improvement consists of constructing a retaining wall ("Retaining Wall") along the westernmost ten (10) feet of the Park in support of the City's future construction of the City's "Trail Along the Rail" project, a non-motorized, shared-use path, in lieu of the noise wall originally designed and permitted.
- 8. In accordance with Sound Transit's Scope Control Policy (Resolution No. R2009-24), the Parties desire to enter into this Agreement to set forth their respective responsibilities,

define the funding commitments for the Retaining Wall and project elements, and build effective cooperation between the Parties.

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and covenants contained herein, the Parties herby agree as follows:

AGREEMENT

A. SCOPE OF WORK

Sound Transit and the City have coordinated during the development of the preliminary design of the Retaining Wall. The purpose of this Agreement is to identify and define the Parties' responsibilities with respect to the Retaining Wall scope of work.

The Retaining Wall will be constructed by Sound Transit's contractor ("Contractor") and the scope of work will be added to the LLE Project L200 contract ("LLE Contract") via a change order. The Retaining Wall will support a City-planned non-motorized, shared use pedestrian and bicycle path (the "Trail Along the Rail") along the west side of the Park and eventually connecting from NE 145th Street to both light rail stations in the City and to the NE 195th Street non-motorized bridge crossing Interstate-5. The Retaining Wall and the preceding items are more fully identified in **Exhibit A** ("Retaining Wall Scope of Work").

B. CITY'S RIGHTS & RESPONSIBILITIES

- 1. Priority of Work. The City understands and agrees that Sound Transit will advance the LLE Project as a whole as a superior goal to advancing the Retaining Wall, if there is a conflict in the priority of the work. The Retaining Wall work will not delay the timely completion of the LLE Project, and Sound Transit has the authority to act to maintain the LLE Project schedule.
- 2. Design of Retaining Wall. The City will be responsible for the design of the Retaining Wall in accordance with all applicable federal, state, and local laws, regulations and ordinances; City and Sound Transit design criteria; the LLE Contract; and the minimum standards established in this Agreement.
 - a. Conflict of Interest. The City utilized KPFF, Inc. for design of the Retaining Wall. Sound Transit also utilized KPFF, Inc. on other elements of the LLE Project. As construction occurs, both the City's and Sound Transit's use of KPFF, Inc. may result in a conflict of interest. Therefore, the City agrees to cooperate with Sound Transit in regard to KPFF, Inc. services related to the Retaining Wall design.
- 3. Permitting. Subject to Sound Transit's authorization and as soon as reasonably possible after execution of this Agreement, the City will submit the necessary revisions to Site Development Permit DEV19-0328, so as to replace the currently included noise wall in the Park with the Retaining Wall.

4. Construction Observation. The City understands and agrees that construction of the Retaining Wall will be managed by Sound Transit. The City has the right, at all reasonable times, to observe construction of the Retaining Wall and, at its own cost and expense, request additional quality verification or testing of the construction work to be performed. City will request access to observe the Retaining Wall construction work, and Sound Transit will not unreasonably deny any such requests.

5. Funding.

- a. Subject to the terms of this Agreement, the City agrees to reimburse Sound Transit for the Estimated Total Cost, as defined below, to construct the Retaining Wall. The City acknowledges that it has funding available for this initial estimate, and that it will provide funding for any valid increases to this amount in accordance with this Agreement.
- b. Notwithstanding any estimated cost, the City agrees to pay all administrative and construction costs related to the Retaining Wall, except as provided herein.
- c. The City is not obligated to pay for costs resulting from the sole or partial negligent acts or omissions of Sound Transit or its contractors (if the cost increase is due in part the negligent acts or omissions of Sound Transit or its contractors, the City is not obligated to pay for the portion of the cost increases attributable to such negligent acts or omissions).
- d. The Parties have agreed to the initial estimate as described in **Exhibit B**. The Parties may further update Exhibit B by mutual written agreement to incorporate cost changes as contemplated by this Agreement.
- e. The Estimated Total Cost for the Retaining Wall will consist of:
 - i. Contractor's Negotiated Price. The Contractor's proposed price schedule for the Retaining Wall, which will be issued as a change order to the LLE Contract.
 - ii. Sound Transit's Administrative Costs. Sound Transit's costs to administer and oversee the construction of the Retaining Wall. Sound Transit's administrative costs will be 9.3% of the Contractor's Negotiated Price and all approved changes.
 - iii. Contingency. The City will allocate a contingency fund equal to 10% of the Contractor's Negotiated Price to be used for payment arising out of changes. The Contingency will be used to pay for any changes to the Retaining Wall which will increase the cost beyond the Contractor's Negotiated Price and approved according to the provisions of Section D(2) below.
- f. Notwithstanding this section, the City is obligated to reimburse Sound Transit for all administrative and construction costs related to the Retaining Wall except as provided herein.
- 6. Regulatory Authority. The City acknowledges it has dual roles concerning the LLE Project and Retaining Wall, as both a land use regulator for the LLE Project within city limits and the funder of the Retaining Wall. Nothing in this Agreement will be deemed an alteration, expansion, or restriction the City's regulatory authority nor a predetermination

- of the compliance of the Retaining Wall or the LLE Project with applicable federal, state, or local laws, codes, and regulations.
- 7. Acceptance. The City will be invited to attend acceptance walk-through inspections and may participate in creating acceptance walk-through inspections for the Retaining Wall, consistent with the terms of the LLE Contract. Sound Transit acknowledges that the City's acceptance, which will not be unreasonably withheld, is conditioned on (i) Sound Transit scheduling the acceptance walk-through inspection at a time that the City Designated Representative has agreed to be physically present or to send an authorized representative to be physically present on behalf of the City, (ii) all punch-list items being adequately addressed according to the requirements of the LLE Contract and to the City's reasonable satisfaction and (iii) that any remaining construction activities related to the Retaining Wall are completed and the Contractor is demobilized for any work pertaining to the Retaining Wall.

C. SOUND TRANSIT'S RIGHTS & RESPONSIBILITIES

- 1. Construction of Retaining Wall. Sound Transit will include the Retaining Wall work in the LLE Contract as a change order to the existing LLE Contract. If no intervening factors arise between execution of this Agreement and issuance of a change order to the LLE Contract that would otherwise make construction of the Retaining Wall inadvisable, Sound Transit will construct the Retaining Wall at the Contractor's Negotiated Price shown in Exhibit B. Sound Transit will be solely responsible for administering all aspects of the LLE Contract and the Retaining Wall construction work.
- 2. Notice of Costs. Sound Transit will notify the City in writing when the expenditures for the Retaining Wall have reached eighty percent (80%) of Estimated Total Cost and, at any time Sound Transit has reason to believe the costs for the Retaining Wall could exceed the Estimated Total Cost.

D. JOINT OBLIGATIONS - CITY AND SOUND TRANSIT

1. Communication and Participation. As soon as reasonably possible after execution of this Agreement, the Designated Representatives for the City and Sound Transit will develop a communication and participation plan in relationship to the Retaining Wall. At a minimum, the communication plan will provide for the City's participation in meetings and field inspections, review of documents, and inclusion in all correspondence, written or oral, between Sound Transit and its Contractor.

2. Changes.

a. The City will pay Sound Transit's costs incurred for changes related to the Retaining Wall work approved by the City. Changes include, without limitation, any increases in cost or time caused by unknown conditions in the area of the Retaining Wall relative

- to the LLE Project, or causes not within the control of the Contractor or Sound Transit, or other valid bases for equitable adjustment pursuant to the LLE Contract.
- b. Sound Transit will have authority to administer contract changes within the limits of the Contingency included in the Estimated Total Cost in addition to the Contractor's Negotiated Price, and will make reasonable efforts to cause the Contractor to avoid or mitigate impacts that would cause Retaining Wall costs to exceed the agreed Estimated Total Cost.
- c. Changes which increase the cost within the Contingency will be divided into three categories:

Level 1: Changes that are not site related which increase the cost of the Retaining Wall by no more than \$10,000.00 will be considered automatically approved by the City without any further action necessary. Upon receipt of a Level 1 change, Sound Transit will promptly provide the City notice of the change and its estimated cost and/or schedule impact. Sound Transit will promptly provide an updated price for the Retaining Wall showing the Contractor's Negotiated Price, cost of all approved changes, and the remaining Contingency.

Level 2: Changes that are not site related which increase the cost of the Retaining Wall \$10,000.00 or more must be submitted to the City for prior approval. The City will review Level 2 changes and, within five (5) calendar days of receipt of the change and estimated costs and/or schedule impacts from Sound Transit, provide Sound Transit with its approval or objection. If the City objects to approval of the change, the City will provide written documentation supporting its objection to Sound Transit. After review of all comments on a proposed change, the Parties will determine whether a change materially affects LLE Project requirements, and if so, the Parties will agree as to whether the proposed change is to be approved, modified, or rejected. After approval or modification, Sound Transit will promptly provide the City with updated price for the Retaining Wall showing the Contractor's Negotiated Price, cost of all approved changes, and the remaining Contingency. Change disputes will be subject to the Dispute Resolution process described in Section H.

Unsuitable Site Conditions: Sound Transit will notify the City of any changes needed due to unsuitable site conditions. The Parties will coordinate to determine a solution. In order to maintain LLE Contract schedule and minimize delay, time and materials costs will be tracked and considered automatically approved. Sound Transit will promptly provide the City notice of change and its estimated costs and/or schedule impacts. Sound Transit will promptly provide an updated price for the Retaining Wall showing the Contractor's time and materials, and the remaining Contingency.

3. Claims. The City will be responsible for all claims and disputes which arise out of the construction of the Retaining Wall and are outside the control of Sound Transit. The City will not be liable for any disputes or claims related to the Retaining Wall which may arise due to the improper or negligent administration of the LLE Contract by Sound Transit or

other negligent acts or omissions by Sound Transit. In consultation with the City, Sound Transit will consider and administer all claims and disputes related to the Retaining Wall in the same manner as any claim or dispute on the LLE Project, in accordance with the LLE Contract. The City may direct Sound Transit in administration of all claims and disputes related exclusively with the Retaining Wall. Sound Transit will inform the City of all disputes or claims that could increase the Estimated Total Cost of the Retaining Wall. The City will pay Sound Transit its reasonable defense costs (attorney's fees and consultant's fees, expenses, and costs; alternative dispute resolution and court costs and expenses), and any settlements, judgments, or awards that are attributable to the City ("Actual Costs"), including those that have been settled through the dispute resolution processes set forth in the LLE Contract. Sound Transit will pay that portion of any Actual Costs that are attributable to the acts or omissions of Sound Transit or its contractor. If a dispute or claim relates to both the Retaining Wall and other LLE Contract scopes, the City will be liable for its pro rata share of the Actual Costs. Sound Transit will consult with the City for all claims and disputes which relate to both the Retaining Wall and other LLE Contract scopes and take all the City input in good faith and in consideration of the Retaining Wall's relative value to the overall claim or dispute.

- 4. Retaining Wall Ownership and Maintenance. The Retaining Wall will be owned by Sound Transit as a component of the LLE Project. Sound Transit and the City will share in the responsibility for maintenance of the Retaining Wall and provided herein.
 - a. Operations and Maintenance Agreement. As soon as reasonably possible after execution of this Agreement, the City and Sound Transit will enter into a separate Operations and Maintenance Agreement for facilities associated with the LLE Project, including the Retaining Wall, so as to more specifically identify the Parties' responsibilities for operations and maintenance of shared or interrelated facilities, such as repairs, replacement, and operationality; the process for track access; equitable allocation of costs; and processes for decision making and dispute resolution. This agreement will be executed no later than Sound Transit's final acceptance of the LLE Project as defined in the LLE Contract.
 - b. In regard to the Retaining Wall, the Operation and Maintenance Agreement will address, at a minimum, the following:
 - City's Maintenance Responsibilities.
 After acceptance as provided in Section B(7) above, the City will be responsible for periodic inspection and maintenance of the:

East side of the Retaining Wall, including graffiti, vegetation management, and other maintenance activities that can be reasonably completed from the east side of the Retaining Wall; Security fencing related to the Retaining Wall; and Footing drains associated with the Retaining Wall.

ii. Sound Transit's Maintenance Responsibilities.

After acceptance as provided in Section B(7) above, Sound Transit will be responsible for periodic inspection and maintenance of:

West side of the Retaining Wall including graffiti, vegetation management, and other maintenance activities that can be completed from the west side of the Retaining Wall; and Fencing and Drainage Based on its periodic inspections, Sound Transit will promptly bring any issues identified in regard to the fencing or drainage to the City's attention.

iii. Joint Maintenance Responsibilities

As part of the periodic inspections, both the City and Sound Transit will inspect the Retaining Wall for structural integrity. If structural repairs and/or replacement is necessary, the Parties will work together in addressing these needs and the associated costs.

E. PAYMENT

- 1. Payment. The City will pay Sound Transit for all costs incurred by Sound Transit for construction of the Retaining Wall in accordance with this Agreement.
- 2. Invoicing. Sound Transit will invoice the City for fifty percent (50%) of the amount agreed to in Exhibit B within thirty (30) calendar days of the execution of this Agreement. Upon substantial completion of the Retaining Wall, Sound Transit will invoice the City for the remaining fifty percent (50%) plus any additional charges incurred in accordance with Section D(2). The City will pay Sound Transit's invoice within thirty (30) calendar days of receipt of an adequately supported invoice. The City will have access to all supporting documentation for all invoiced amounts. Sound Transit will maintain adequate records for amounts invoiced as provided in Section J below.

F. TERM AND TERMINATION

- 1. Term. This Agreement will remain in effect until all required construction as set forth herein is completed and accepted by City; the an easement for the Retaining Wall is recorded, an Operations and Maintenance Agreement is executed, final payment, is made by the City, and all claims related to the Retaining Wall have been resolved.
- **2. Termination**. The Parties may terminate all or part of this Agreement by mutual agreement signed by both Parties.
- 3. Notice of Default. Neither Party will be in default under this Agreement unless it has failed to perform a material obligation under this Agreement for a period of thirty (30) calendar days after written notice of default from the non-defaulting Party. A notice of default will specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within a thirty (30) day period, then the defaulting Party must initiate reasonable actions to cure the default within the thirty (30) day period, and the defaulting

- Party must thereafter diligently prosecute such cure to completion. If the defaulting Party fails to timely cure the default, the non-defaulting Party may terminate this Agreement.
- 4. City Failure to Pay. The City's failure to timely pay a valid invoice will constitute an immediate default and is not subject to the notice and cure periods described above. Sound Transit will provide written notice of the missed payment and the City will have fifteen (15) calendar days to remit payment plus interest of 12% per annum. If the City fails to remit payment, Sound Transit may terminate this Agreement. If the City disputes a payment amount, it must provide written notice to Sound Transit of the contested invoice amount and the basis of such objection within the thirty (30) calendar days of receipt of the invoice. The Parties will utilize the dispute resolution process in Section H to address this dispute.
- 5. Effect of Termination. If this Agreement is terminated for any reason, the City will reimburse Sound Transit for all costs incurred by Sound Transit due to the inclusion of the Retaining Wall in the LLE Contract, including without limitation, all costs incurred by the subsequent removal of the Retaining Wall from the LLE Contract and any requirements for restoring conditions disturbed during any construction work that may have occurred.

G. INDEMNIFICATION

- 1. Mutual Indemnification. Each Party will defend, indemnify and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, its negligent acts or omissions. Neither Party will be required to defend, indemnify or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party.
- 2. Concurrent Negligence. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification was specifically and mutually negotiated by each of the Parties and will survive the termination of this Agreement.
- **3.** Survival. The indemnification obligations provided in this Section G will survive termination of this Agreement.

H. DISPUTE RESOLUTION

1. Level One. The Designated Representatives of each Party will use their best efforts to resolve any disputes between the Parties related to or arising out of this Agreement. If an

issue is not resolved by informal cooperative efforts, the Designated Representative will notify the other in writing of any issue or dispute they believe requires resolution. Upon receipt of written notification, the Designated Representatives will meet within three days to attempt to resolve the matter. Supporting documentation and information will be provided as requested.

- 2. Level Two. In the event that a dispute or issue is not resolved by the Designated Representatives, the matter will be referred to the Sound Transit Executive Project Director Lynnwood Link and the City's Public Works Director, or their designee. The Designated Representatives, individually or jointly, will provide written notice to the Directors that they were unable to resolve the dispute. The Directors will meet within seven (7) business days of the date of the written notice and in good faith attempt to resolve the matter.
- 3. Level Three. In the event these persons are unable to resolve the matter, the matter will be referred to the Sound Transit Design and Engineering Construction Management Executive Director or Designee and the City of Shoreline City Manager. The Level 2 Directors, individually or jointly, will provide written notice to the Executive Director and City Manager that they were unable to resolve the dispute. The Executive Director and the City Manager will meet and in good faith attempt to resolve the matter within fourteen (14) business days of the date of the written notice.
- **4. Exhaustion.** This Dispute Resolution process will be exhausted prior to initiating legal action, but will not be considered the exclusive opportunity or tool to resolve any issues prior to initiating legal action.

I. DESIGNATED REPRESENTATIVES

The Designated Representatives for each Party, as identified in Exhibit C, will be responsible for coordination of any notices or communications between the Parties and will act as the point of contact for each Party for all matters related to this Agreement. The Parties reserve the right to change Designated Representatives by providing written notice to the other Party during the term of this Agreement. Any correspondence or communications related to the Retaining Wall will be made exclusively by and through Sound Transit's Designated Representative or their designee.

J. RECORDS

- 1. Records to be Maintained. Sound Transit will maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all costs of any nature incurred by Sound Transit and all monies paid by the City to Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the City and the destruction is authorized under RCW Chapter 40.14.
- 2. Inspection. All such Sound Transit's records and documents will be available during regular business hours, upon reasonable request, for inspection, review or audit by the City during the performance of this Agreement and for the required six (6) year period.

3. Public Records Act. The Parties are both public agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if either Party receives a public records request, unless a statute exempts disclosure, the Party must disclose the record to the requestor. Release of a public record pursuant to the Public Records Acts will not be considered a breach of this Agreement nor will the disclosing Party be liable for any cost or expense incurred by the other Party due to disclosure.

K. GENERAL PROVISIONS

- 1. Governing Law and Exclusive Venue. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. The exclusive venue for any action under this Agreement will be King County, Washington.
- 2. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit. Neither Party may assign the rights and responsibilities set forth in this Agreement without the express written consent of the other Party.
- 3. Time. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" will mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period will be extended automatically to the next business day.
- 4. Notice. All notices or correspondence related to this Agreement will be in writing, addressed to the appropriate Designated Representative. Any notice, request, demand or other communication made pursuant to this Agreement will be deemed received three days after it is mailed, or upon written confirmation by the recipient of receipt by email or by hand delivery.
- 5. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- 6. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party will be deemed, or represent themselves to be, employees of any other party.
- 7. Construction. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity will be construed against the party drafting the document will apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 8. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

- 9. Force Majeure. Neither party will be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure will include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure will give the other party prompt written notice, but no more than five (5) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice will preclude recovery under this provision.
- 10. Amendments. This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to the design for the Retaining Wall and such amendments will be binding upon the Parties without the need for formal approval by the Sound Transit Board and the Shoreline City Council as long as the amendments do not materially alter the functionality or design of the Retaining Wall.
- 11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto. However, the Parties will negotiate and execute such ancillary agreements as may be required to implement this Agreement.
- **12. Headings.** Section headings are intended as information only, and will not be construed with the substance of the section they caption.
- 13. Exhibits. All exhibits attached to this Agreement are hereby incorporated into and made part of this Agreement.
- 14. Execution of this Agreement. This Agreement may be executed electronically on a platform agreed to by the Parties. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute but one and the same instrument.
- 15. Severability. If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions thereby will remain in full force and effect.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

THE CITY OF SHORELINE

1	OocuSigned by:						
Ву:	kimberly	Farley					
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Kimberly Farley, Deputy Chief Executive

Officer

Date: 3/31/2021

Authorized by Motion No. M2021-16

Approved as to form:

By: Mattelyn Tharpe Mattelyn Tharpe, Legal Counsel I

Date: 3/28/2021

Approved by City Council Motion on March

15, 2021

Approved as to form:

By: Julie ainsworth Taylor City Att86984934 Office

EXHIBITS:

Exhibit A:

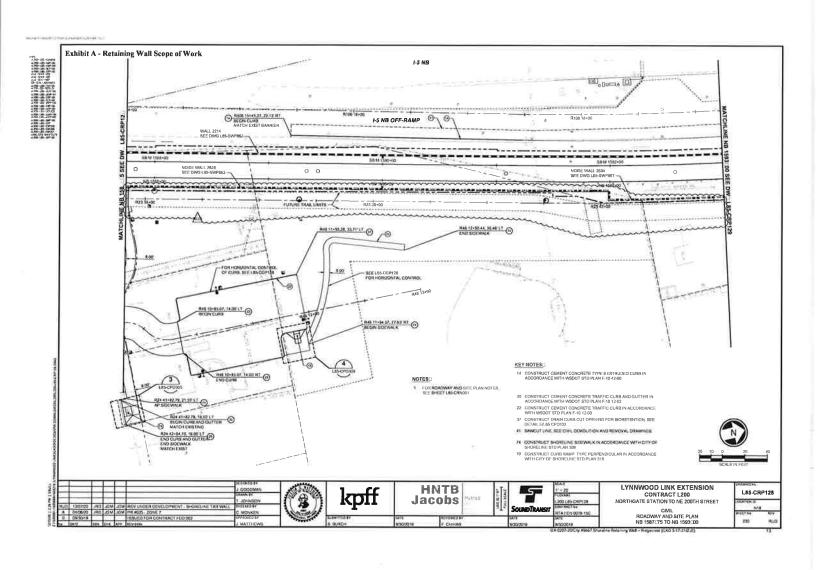
Retaining Wall Scope of Work

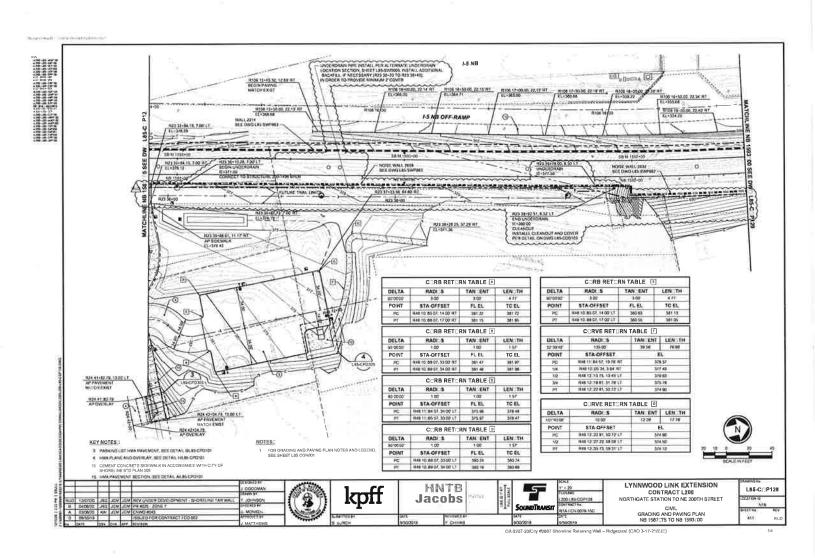
Exhibit B:

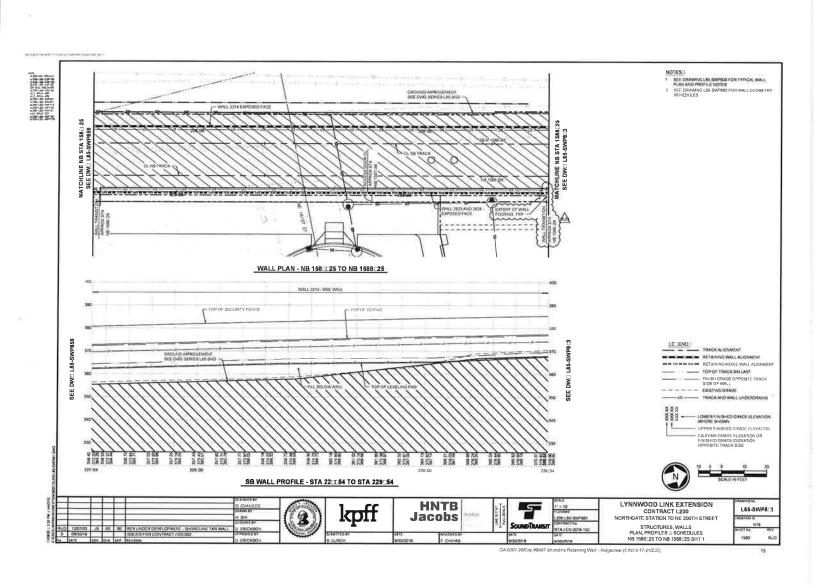
Retaining Wall Cost Estimate

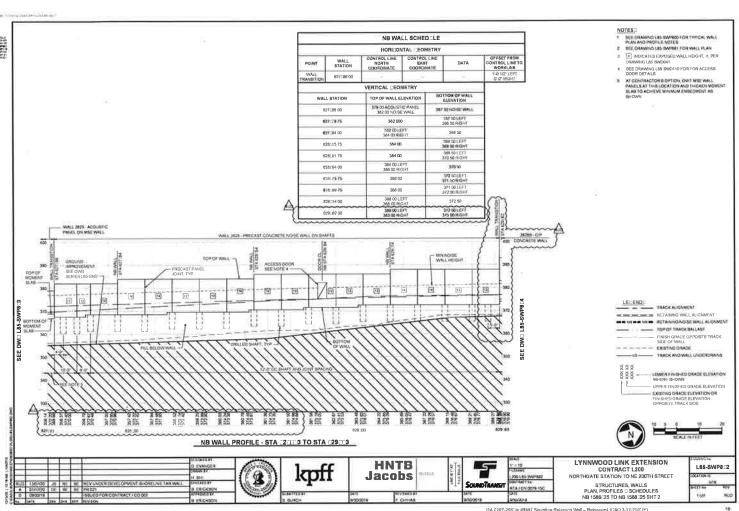
Exhibit C:

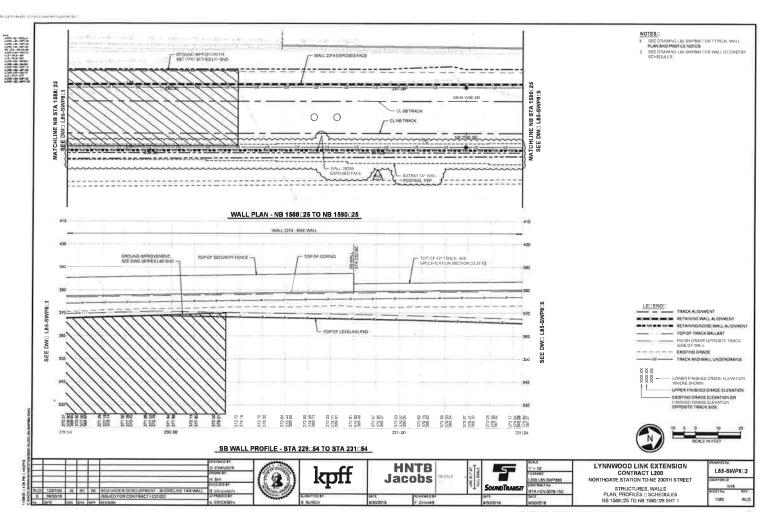
Designated Representatives

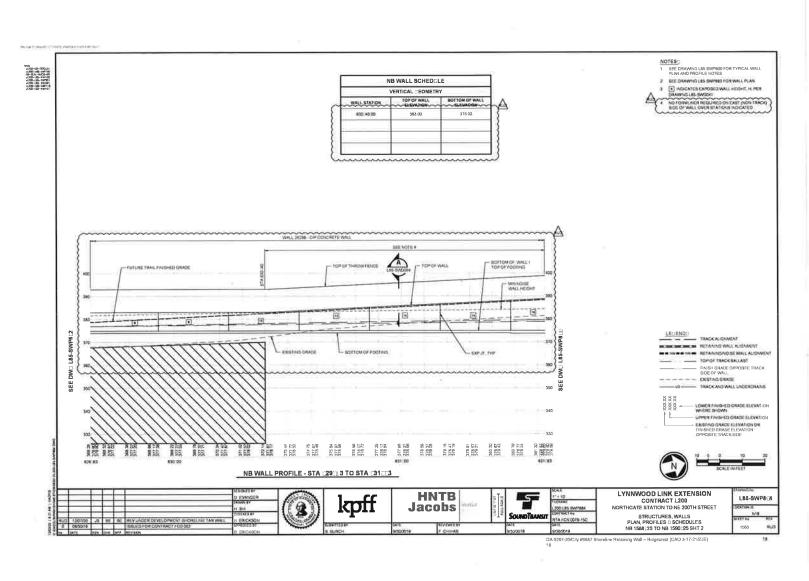


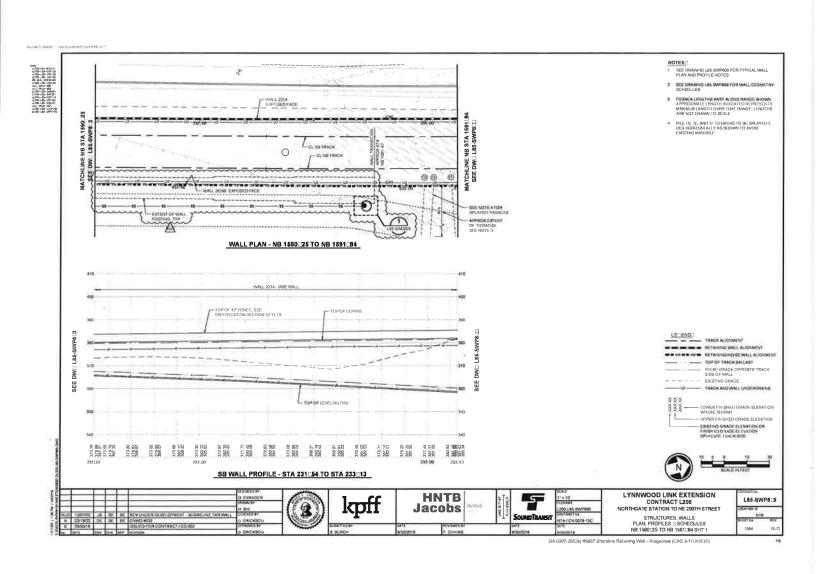


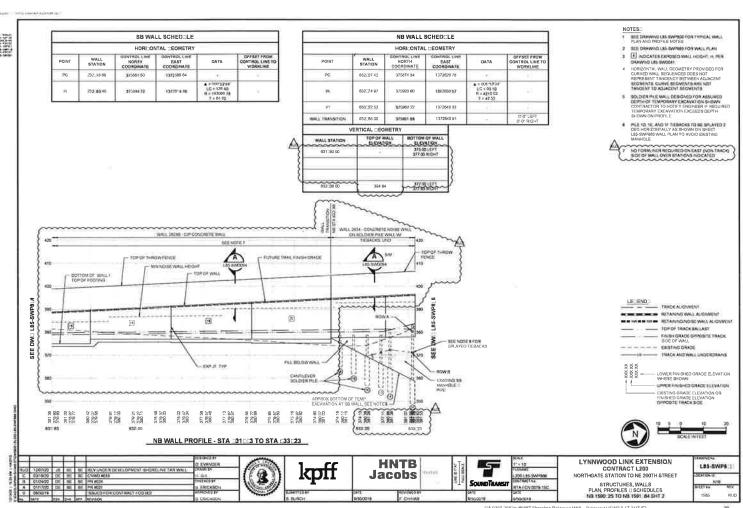


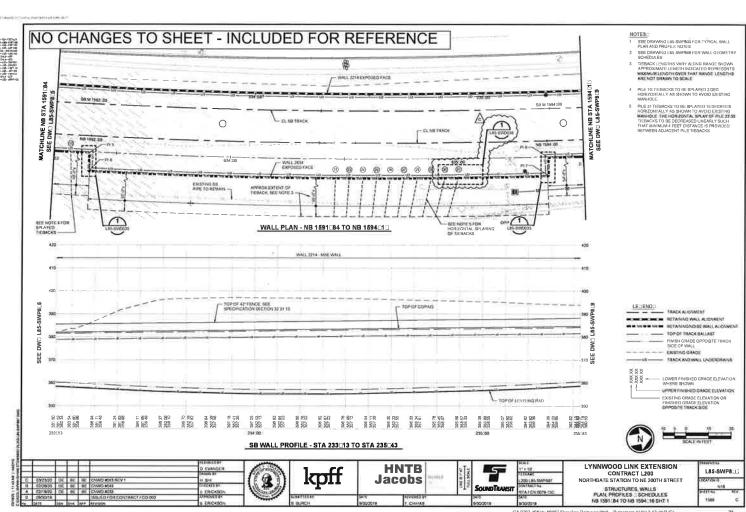


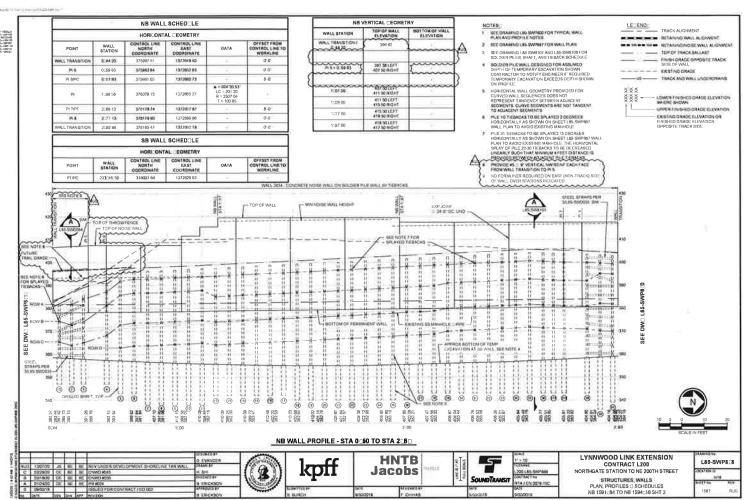


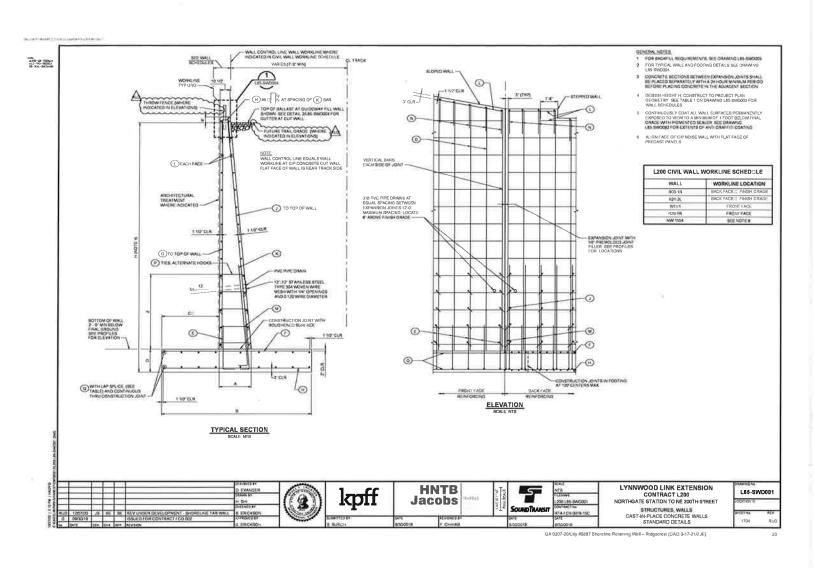


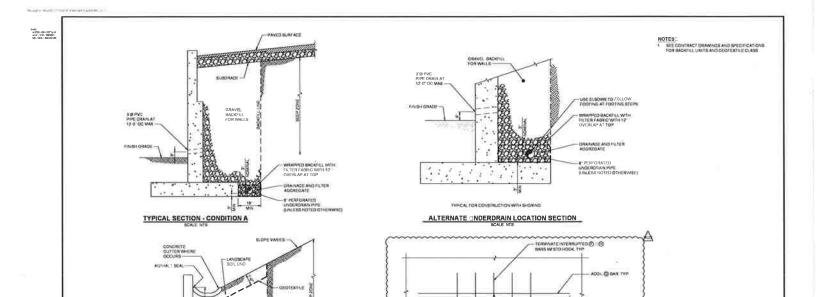












2 Cut

HNTB

Jacobs

MANHOLE AT CIP FT

DRAINAGE AND FILTER AGGREGATE

(3)

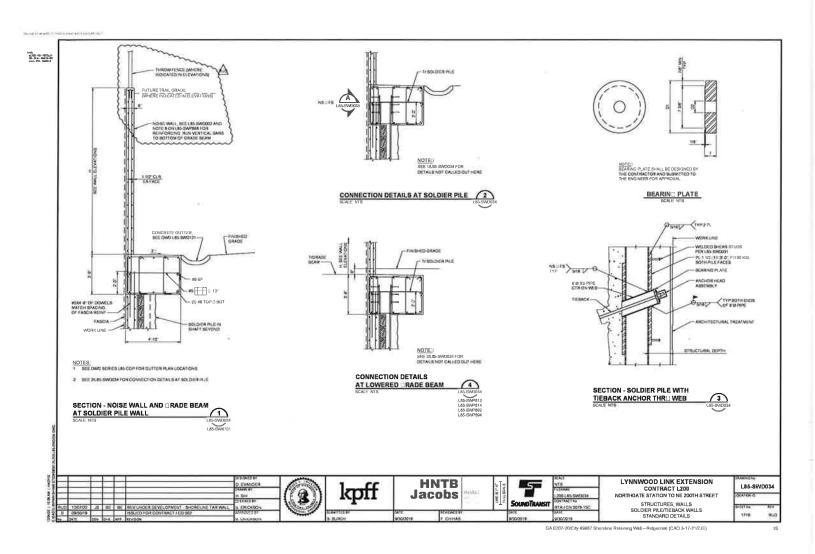
kpff

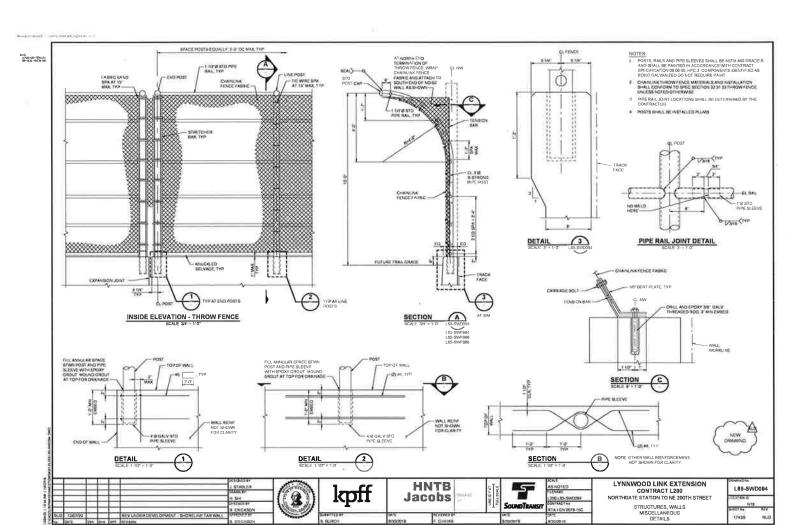
3'Ø PVC PPE DRA'N AT 17-G' OC WAX -

TYPICAL SECTION - CONDITION B

LYNNWOOD LINK EXTENSION CONTRACT L200
NORTHGATE STATION TO NE 200TH STREET STRUCTURES, WALLS
CAST-IMPLACE CONCENTE WALLS
STANDARD DETAILS

L85-SWD005





DocuSign Envelope ID: C273AB87-D3F8-4854-ACA3-DA85AA05BD17

Exhibit B - Retaining Wall Cost Estimate

SS PRICING			-											
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	EX BF LET PANELL (BP.15)	-1,716 00	SF	-361 0 05	-32.793	-210,203	1,791	-22,049		-211, 766				
	DERESTO DESTE	-230 09	LF						-33, 737	-23 727				2
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	PIGMENTED SEALER	1.716 00	SF.						-4,716	1,746				- 5
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	2020 RACKFILL	d26 99	CT	294 0.01	10, 397	37,289	1 968	J, 463		55, 333				-
	2010 CZP CONC WALL FTO	129 00	cr	455 3 7p	39,664	16,617	7, 295	20,263	16,724	96 332				- 5
	2040 CZP CONC IFALZ	331 90	C1	2,389 11:31	213,644	31,704	90,312	03,413	492,346	J31,315				-
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	4100 27% SUBCONTRACT FEE	1.09	1.1				25,137			25,131		25,137	25,197.11	
	Trista			2,990	246,694	-104,138	239 352	139,720	93,100	585,729		585,729 * 585,730		-10 -10 -10

^{*} Following comparison of this Internal Cost Estimate with the cost estimate prepared by Sound Transit's L200 Contractor - SKH Joint Venture, a final price of \$590,000 was negotiated and agreed to by the City and SKH Joint Venture.

EXHIBIT C - DESIGNATED REPRESENTATIVES

Pursuant to Section I of the Agreement, the following individuals are the Parties' Designated Representatives:

SOUND TRANSIT

Barbara Hinkle

Project Manager – Lynnwood Link Ext.

Phone: (206) 370 - 5698

Email: barbara.hinkle@soundtransit.org

CITY OF SHORELINE

Tricia Juhnke, P.E.

City Engineer

Phone: (206) 801-2471

Email: tjuhnke@shorelinewa.gov



Certificate Of Completion

Envelope Id: C273AB87D3F84854ACA3DA85AA05B017

Subject: Please DocuSign Ridgecrest Park Retaining Wall Betterment Agrmt (GA 0207-20/ City #9887)

Source Envelope:

Document Pages: 28

Certificate Pages: 6 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Angie House 401 S Jackson St

Seattle, WA 98104

angela.house@soundtransit.org IP Address: 64,207.219.7

Record Tracking

Status: Original

3/25/2021 4:06:47 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Angie House

angela.house@soundtransit.org

Pool: StateLocal

Signatures: 4

Initials: 0

Pool: Central Puget Sound Regional Transit

Authority

Location: DocuSign

Location: DocuSign

Signer Events

Julie Ainsworth-Taylor

jainsworth-taylor@shorelinewa.gov

Security Level: Email, Account Authentication

(None)

Signature

Julia ainsworth Taylor

-DBF0675484A1403

Signature Adoption: Pre-selected Style Using IP Address: 146.129.242.52

Timestamp

Sent: 3/25/2021 4:26:22 PM Viewed: 3/26/2021 9:21:07 AM Signed: 3/26/2021 9:21:46 AM

Electronic Record and Signature Disclosure:

Accepted: 3/26/2021 9:21:07 AM

ID: 75c9c506-fe69-4dc0-87cb-2655c99aa46a

Company Name: Sound Transit

Debbie Tarry

dtarry@shorelinewa.gov

City Manager

Security Level: Email, Account Authentication

(None)

Debbie Tarry

Signature Adoption: Pre-selected Style Using IP Address: 24.22.234.233

Sent: 3/26/2021 9:21:56 AM Viewed: 3/28/2021 8:46:26 PM Signed: 3/28/2021 8:46:53 PM

Electronic Record and Signature Disclosure:

Accepted: 3/28/2021 8:46:26 PM

ID: a44e7491-08eb-4b86-b244-87d11e879e6d

Company Name: Sound Transit

Mattelyn Tharpe

Mattelyn.Tharpe@soundtransit.org

Legal Counsel 1

Security Level: Email, Account Authentication

(None)

Mattelyn Thame

Signature Adoption: Pre-selected Style Using IP Address: 73.221.194.11

Sent: 3/28/2021 8:47:12 PM Viewed: 3/31/2021 9:51:28 AM Signed: 3/31/2021 9:52:39 AM

Electronic Record and Signature Disclosure:

Accepted: 3/31/2021 9:51:28 AM ID: 558883f6-239f-4883-960e-d8f1e2e41ca0

Company Name: Sound Transit

Signer Events

(None)

Kimberly Farley kimberly_farley@soundtransit.org Deputy Chief Executive Officer Security Level: Email, Account Authentication

Signature

teimberly Farley

Signature Adoption: Pre-selected Style Using IP Address: 73.239.251.202

Timestamp

Sent: 3/31/2021 9:52:54 AM Viewed: 3/31/2021 10:46:34 AM Signed: 3/31/2021 10:46:57 AM

Electronic Record and Signature Disclosure:

Accepted: 3/31/2021 10:46:34 AM ID: 68e956d7-1861-47fa-912c-4a2194eb2f8b Company Name: Sound Transit

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Ruth Bowman

Status

Timestamp

ruth.bowman@soundtransit.org

Security Level: Email, Account Authentication (None)

Sent: 3/31/2021 9:52:47 AM

Accepted: 2/4/2021 12:59:40 PM ID: e19f26e2-496a-4819-9434-59f130754a2b COPIED

Electronic Record and Signature Disclosure:

Company Name: Sound Transit

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Sent: 3/31/2021 9:52:50 AM

Viewed: 3/31/2021 9:53:29 AM

Tony Thompson

Tony.Thompson@soundtransit.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Barbara Hinkle

barbara.hinkle@soundtransit.org

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Juniper Nammi

jnammi@shorelinewa.gov

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lori Heinrich

Iheinrich@shorelinewa.gov

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Carbon Copy Events

Mike Gibbons

michael.gibbons@soundtransit.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Zachary Evans zevans@shorelinewa.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Status

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Sent: 3/31/2021 10:47:02 AM

Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	3/25/2021 4:26:22 PM			
Certified Delivered	Security Checked	3/31/2021 10:46:34 AM			
Signing Complete	Security Checked	3/31/2021 10:46:57 AM			
Completed	Security Checked	3/31/2021 10:47:03 AM			
Payment Events	Status	Timestamps			
Electronic Record and Signature	Disclosure				

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Sound Transit of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at records.management@soundtransit.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to records.management@soundtransit.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sound Transit as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Sound Transit during the course of your relationship with Sound
 Transit.

Denise Dauenhauer

From:

Lori Henrich

Sent:

Wednesday, March 31, 2021 1:38 PM

To:

Heidi Webb

Cc:

Denise Dauenhauer; Juniper Nammi; Tricia Juhnke; Zachary Evans

Subject:

Contract 9887

Attachments:

9887 EXECUTED ST Betterment Agreement Ridgecrest Retaining Wall.pdf

Hi Heidi,

Electronically executed <u>Contract #9887</u> for the *Ridgecrest Park Retaining Wall Betterment for the Lynnwood Link Light Rail Transit Project* including the DocuSign 'Certificate of Completion' (page 29) is attached for upload to the Executed Contract Library.

I've updated the 'Effective Date' and 'Date Executed' sections of the Routing Form with execution date 03/31/21.

Please let me know if you have any questions.

Thanks!

Lori

Lori Henrich | Administrative Assistant II, Engineering Division

Pronouns: she/her

Public Works | City of Shoreline | (206) 801-2414
Supporting a sustainable and vibrant community through
stewardship of our public infrastructure and natural environment.





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