

FUNDING AGREEMENT
BETWEEN SOUND TRANSIT AND THE CITY OF SHORELINE
FOR CONTRIBUTION TO THE INTERCHANGE PROJECT

GA 0169-21

This agreement ("Agreement") is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 ("Sound Transit"), and the City of Shoreline, a Washington municipal corporation ("City"), for the purposes set forth below. Sound Transit and the City are collectively referred to hereafter as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.

WHEREAS, the City is responsible for administering land use laws and development regulations that will apply to Sound Transit projects located within the City's jurisdiction. The City is also responsible for managing public streets and municipal utilities within its jurisdiction and for providing municipal services, such as public safety.

WHEREAS, Sound Transit is implementing high capacity transit improvements and service along segments of SR 522/NE 145th Street, known as the SR 522/NE 145th Bus Rapid Transit Project ("SR 522/NE 145th BRT Project").

WHEREAS, the purpose of the SR 522/NE 145th BRT Project is to establish bus rapid transit (BRT) connecting the Cities of Bothell, Kenmore, Lake Forest Park, Shoreline, and Seattle via State Route 522 and NE 145th Street and connecting the Lynnwood Link Extension ("LLE Project") Shoreline South/148th light rail station to I-405 BRT in Bothell, which are other projects currently being implemented by Sound Transit.

WHEREAS, the City plans to construct a multi-lane roundabout interchange project at the NE 145th Street/I-5 Interchange ("Interchange Project"). The roundabout east of I-5 will include utility cabinet and subsurface infrastructure that supports traffic metering for bus priority ("Transit Priority Element") that, once activated, will provide a benefit to bus operations. The City has issued a State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) on October 15, 2021. The City plans to complete construction of the Interchange Project in 2024.

WHEREAS, the City and Sound Transit executed a Partnering Agreement on January 12, 2021 ("Partnering Agreement") which outlines roles and responsibilities for both Parties to implement the SR 522/NE 145th BRT Project and provides guidance to implement the Interchange Project.

WHEREAS, Sound Transit has completed 30 percent design of the SR 522/NE 145th BRT Project and issued a SEPA DNS on March 21, 2021. Sound Transit plans to complete construction of BRT infrastructure prior to initiating BRT revenue service in 2026.

WHEREAS, Sound Transit supports the City's proposal to complete the design and construction of the Interchange Project including the Transit Priority Element as it will provide for BRT operational improvements and includes pedestrian access and safety benefits.

WHEREAS, at the execution of this Agreement, the design for the Interchange Project has been partially funded by a U.S. Department of Transportation Surface Transportation Program ("STP") grant. The City is seeking additional funding sources for the Interchange Project.

WHEREAS, the Parties intend to continue coordination and support for the Interchange Project grant proposals and similar funding efforts.

WHEREAS, Sound Transit staff and the City of Shoreline staff co-signed a concurrence letter on April 22, 2020 ("April Concurrence Letter") that confirmed Sound Transit's interest in providing a financial contribution to the Interchange Project that reflects to benefits of the roundabout project design to Sound Transit's riders and the SR 522/NE 145th BRT Project, up to \$10 Million as potential match for grant applications.

WHEREAS, the Sound Transit Board identified the SR 522/NE 145th BRT Project to be built as described in Board Resolution R2021-07.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to the following:

AGREEMENT

1. **Purpose.** This Agreement sets forth the terms and conditions for Sound Transit's financial contribution and participation in the City of Shoreline's proposed Interchange Project to support the SR 522/NE 145th BRT Project. It also sets forth the City of Shoreline's responsibilities for developing and delivering the Interchange Project, which may include transferring responsibility to deliver the Interchange Project to the Washington State Department of Transportation (WSDOT).
2. **SR 522/NE 145th BRT Project Improvements.**
 - 2.1 The City agrees to support Sound Transit's implementation of the SR 522/NE 145th BRT Project as described in Sound Transit Board Resolution R2021-07.
 - 2.2 Sound Transit Board Resolution R2021-07 identifies SR 522/NE 145th BRT Project improvements in the vicinity of the Interchange Project as a light rail connection at the Shoreline South/148th Light Rail Station, and a westbound Business Access and Transit (BAT) lane from 8th Avenue NE to 6th Avenue NE. Sound Transit has completed 30 percent design of these improvements, including frontage improvements of a twelve foot wide shared-use path and five foot wide planting strip between the eastern curb of 8th Avenue NE and the western curb of 6th Avenue NE and curb ramps

at intersections within those limits, as shown in Exhibit A. Sound Transit will not be constructing frontage improvements west of the western 6th Avenue NE curb return. Sound Transit intends to pursue City approval of design deviations for some of the SR 522/NE 145th BRT Project frontage improvements to minimize private property impacts and to accommodate other site constraints that will be consistent with Americans with Disabilities Act (ADA) standards and safe pedestrian and bicycle access goals. The City agrees it will timely consider the requested deviations in accordance with its applicable standards.

3. Interchange Project Improvements.

- 3.1 The Interchange Project would replace two signalized intersections on the west (NE 145th Street/I-5 on-off ramps) and east (NE 145th Street/5th Avenue NE) sides of the overpass with multi-lane roundabouts, with a westbound transit priority meter for transit entering the roundabout. Roundabouts will eliminate the need for a center lane with left-turn pockets on the existing bridge deck and will allow reconfiguration of the bridge deck from a 5-lane to a 4-lane roadway. The space no longer required for the roadway will be repurposed as a shared pedestrian and bicycle path across the north side of the bridge, protected by raised curbs. The existing walkway on the south side of the bridge will be retained.
- 3.2 The LLE Project includes proposed improvements at the 5th Ave NE intersection that would be altered by the Interchange Project. To streamline the two projects, the turn lanes at NE 145th Street and 5th Ave NE, signal modifications and other items will be deleted or revised from the LLE Project and instead alternate intersection improvements will be included and constructed by the Interchange Project. The City's Interchange Project team and ST's LLE Project team will work together to identify revisions to the LLE project to determine the appropriate additions and deletions. These revisions will be documented separately between the two project teams.
- 3.3 The proposed SR 522/NE 145th BRT Project westbound BAT lane would merge into general purpose lanes in the vicinity of 6th Avenue NE. The Interchange Project would be designed to match up to the BRT Project curb locations and paving at 6th Avenue NE. The Interchange Project would provide infrastructure for a westbound Transit Priority Element at 6th Avenue NE and would include all roadway and frontage improvements on NE 145th Street west of the Transit Priority Element as shown in Exhibit A. The Transit Priority Element is the signal including all conduit, wiring, software and hardware necessary to make the signal operate to provide priority for buses in the BAT lane to enter the roundabout ahead of general-purpose traffic. The Transit Priority Element would be activated upon completion of the westbound BAT lane. It will then be operated consistent with provisions described in Section 4.3 of this agreement and documented in future operating agreements.
- 3.4 The Transit Priority Element will be designed by the City to communicate with buses so that a bus approaching the roundabout would be recognized and given priority access within the roundabout. ST is responsible to provide the City with the system requirements for the buses.

4. Interchange Project Administration.

4.1 The City is the “Lead Agency” for purposes of compliance with National Environmental Policy Act “NEPA” and State Environmental Policy Act “SEPA” as is determined to be required.

4.2 The City is responsible for fully coordinating and delivering the Project including securing funding, design, property acquisition, and construction of the Project. As part of the design, the City is responsible to coordinate and participate in the development and approval of an operations and maintenance agreement (O&M Agreement) between the City, WSDOT and the City of Seattle. Sound Transit will have no responsibility for ownership, operation or maintenance of any of the assets, including the Transit Priority Element. The City and Sound Transit will coordinate delivery schedules and construction sequencing to minimize additional cost or delay in either parties’ construction projects. The City is responsible for all construction activities within the limits of the interchange projects and ensuring it meets final inspection and acceptance requirements for WSDOT and other asset owners that are defined in the O&M Agreement. The City retains the right to contract any or all portions of the work for design and construction, including contracting with WSDOT.

4.2.1 The City agrees to ensure inclusion of apprenticeship and other small/disadvantaged business participation goals that are consistent with the intent of Sound Transit’s existing Project Labor Agreement in Interchange Project construction contracts, including those assigned to WSDOT. The City will ensure usage of LCP Tracker software or similar software to monitor compliance with the goals. Sound Transit will provide training and assistance to assigned staff to use the LCP Tracker software, if needed.

4.2.2 The City will ensure its contractors, including those assigned to WSDOT, shall be responsible for maintaining labor harmony on projects funded in whole or in part by this agreement. The City further agrees to insert language into all construction contracts funded in whole or in part by this funding agreement, that sets project-wide goals as follows: 20% of all hours worked, are to be worked by Washington State registered apprentices, 21% of all hours worked are to be worked by workers of color, and 12% of all hours worked are to be worked by women. Additionally, the City agrees to require all contractors, of every tier level, to utilize LCP Tracker to track, monitor and collect all workforce data through the collection of certified payroll information. Sound Transit will provide project level access to LCP Tracker, training on its use, assistance with information extraction, and electronic copies of the certified payrolls submitted by all contractors on the project. In addition, upon request, the Sound Transit Office of Labor Relations will assist in the effort to promote and maintain Labor Harmony on the portions of work covered by this funding agreement.

4.3 The O&M Agreement should address topics specific to Transit Priority Element operations such as transit priority, transit speed and reliability, intersection pedestrian and vehicle safety, and actions to avoid or mitigate negative impacts. The O&M Agreement for the Transit Priority Element may be set out in a separate agreement.

4.4 The City of Shoreline’s design will support the use of a transit priority meter that is compatible

with a future Sound Transit corridor wide operation plans to support transit speed and reliability. This plan will be developed in the future with the SR522/145th BRT project partners as the BRT systems requirements are developed.

4.5 The identification of the designated representatives and responsibilities of which for this Agreement are those identified and articulated in the Partnering Agreement.

5. Funding, Invoicing and Payments.

5.1 Sound Transit's funding obligation under this Agreement is ten million dollars (\$10,000,000.00).

5.2 The City will submit periodic invoices to Sound Transit during the various phases (design, ROW or construction) of the Interchange Project. Sound Transit will reimburse the City upon receipt of invoices from the City. The City may use Sound Transit funding as match for other grants, however, it is understood that there is no matching requirements related to the Sound Transit funding. The City may also program ST funding at its discretion so as to maximize all other funding sources, but will seek to expend grant sources prior to utilization of ST funds in each phase.

5.3 The City shall submit invoices no more frequently than quarterly and supporting documentation for payment of Sound Transit's contributions. The invoices must include the appropriate purchase order number, which will be provided by Sound Transit after execution of this Agreement, a cover memo as described in Exhibit B, and supporting documentation detailing the work completed and associated costs.

5.3.1 The City shall submit invoices with the required documentation via email to AccountsPayable@SoundTransit.org. Invoices are payable thirty days upon Sound Transit's receipt of the invoice and acceptable documentation.

5.3.2 Supporting documentation includes payroll logs, consultant/contractor/partner agency invoices, itemized details of other direct costs to the Interchange Project, or other documentation of Interchange Project costs.

5.3.3 Labor Compliance Documentation for the construction phase.

5.3.4 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound transit will notify the City of its determination and request that the City provide additional documentation. Sound transit may withhold payment for contested portions of the invoice until supporting documentation for the contested portions are provided, however such approval shall not be unreasonable withheld.

5.4 Sound Transit will withhold one hundred thousand dollars (\$100,000) from reimbursement until the Operations Agreement described in Section 4.3 has been executed.

6. Termination.

6.1 Sound Transit may terminate this Agreement if construction of the Traffic Priority Element is not completed before the expiration date of this Agreement as described in Section 11, unless otherwise mutually agreed by the Parties. If this Agreement is terminated under this subsection, the City shall

reimburse Sound Transit the full amount of all payments associated with the incomplete improvements made to the City pursuant to this Agreement within ninety (90) days of the date of termination.

6.2 Dispute Resolution Required. Before either Party may terminate this Agreement for cause, it must attempt to seek resolution through the dispute resolution process set forth in the Partnering Agreement.

6.3 Except as provided in this Section, a termination by either Party shall not extinguish or release the other Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

7. Indemnity.

7.1 To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, and employees) against claims, demands, losses, lawsuits, actions, or liability, relating to the City's design, construction, or operation of the capital improvements, including claims by the City's employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY EMPLOYEE(S) DIRECTLY AGAINST THE CITY.**

7.2 Each Party bears full responsibility for its tax liabilities arising from its responsibilities under this Agreement. Each Party will indemnify the other Party, and hold that other Party harmless from the tax liability of the indemnifying Party, including, but not limited to, penalties, fines, and interest that are assessed by any tax authority against the indemnifying Party, attorney's fees and costs incurred in response to any claims or assessments against the indemnified Party.

7.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss, or liability arising from events occurring prior to such termination or completion.

8. Insurance.

8.1 Coverage. During the construction phase of any eligible elements (per Section 8) within the project corridor, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

8.1.1. Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

8.1.2. Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

8.1.3. Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

8.1.4. Builders Risk coverage will be the responsibility of all contractors and subcontractors.

8.1.5. Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

8.1.6. Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2 Certificates. Certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. Certificates of Insurance will be provided to Sound Transit before the start of any work performed under this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit.

9. Dispute Resolution. Any dispute arising from this Agreement shall be resolved as articulated in the Partnering Agreement.

9.1. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that will be time barred before the dispute resolution process will be completed.

10. Audits. The Parties will each maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work

performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records must 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 Office of the Archivist in accordance with chapter 40.14 RCW, and agreed to by the City and Sound Transit.

11. Duration. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This agreement will expire on **December 31, 2025** unless this Agreement is extended by mutual agreement of the Parties in accordance with Section 16.9 below, superseded by a future agreement, or suspended or terminated in accordance with Section 6 above.

12. Warranties.

12.1 By execution of this Agreement, the City warrants:

12.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement; and

12.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement.

12.2 By execution of this Agreement, Sound Transit warrants:

12.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement; and

12.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement.

13. Administration of Agreement.

13.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.

13.2 Each Party shall be responsible for its own public records and public records requests.

14. Assignment. Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person is intended to have a cause of action based upon any provision of this Agreement.

15. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered

electronically to the other Party's Designated Representative. However, notice under Section 10, Termination, must be delivered in person or by certified mail, return receipt requested.

16. General Provisions.

16.1 The Parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The Parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

16.2 This Agreement shall be interpreted, constructed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

16.3 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

16.4 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

16.5 Neither Party is relieved by its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

16.6 This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

16.7 Each Party is responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification.

16.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

16.9 This Agreement may be amended only by a written instrument executed by both Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary. Such amendments shall be binding upon the Parties without the need for formal approval by the Sound Transit Board or the City as long as the amendments are generally consistent with this Agreement and do not exceed the funding amount identified in Section 5 or the authority granted by the Sound Transit Board to the Sound Transit CEO. This Agreement may be extended for an additional nine months by mutual agreement of the parties, without additional formal Board or City approval, in order to effectuate the intent of the Agreement.

17. **Severability.** In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the Agreement to satisfy the original intent of the Parties.

Each of the Parties has executed this Agreement by having its authorized representative sign below:

CITY OF SHORELINE

DocuSigned by:
By: Debbie Tarry
Debbie Tarry, City Manager

Date: 1/13/2022

Approved as to form:

DocuSigned by:
By: Margaret King
Margaret King, City Attorney

SOUND TRANSIT

DocuSigned by:
By: Kimberly Farley
Kimberly Farley, Deputy Chief Executive Officer

Date: 1/14/2022

Authorized by Motion No: M2021-68

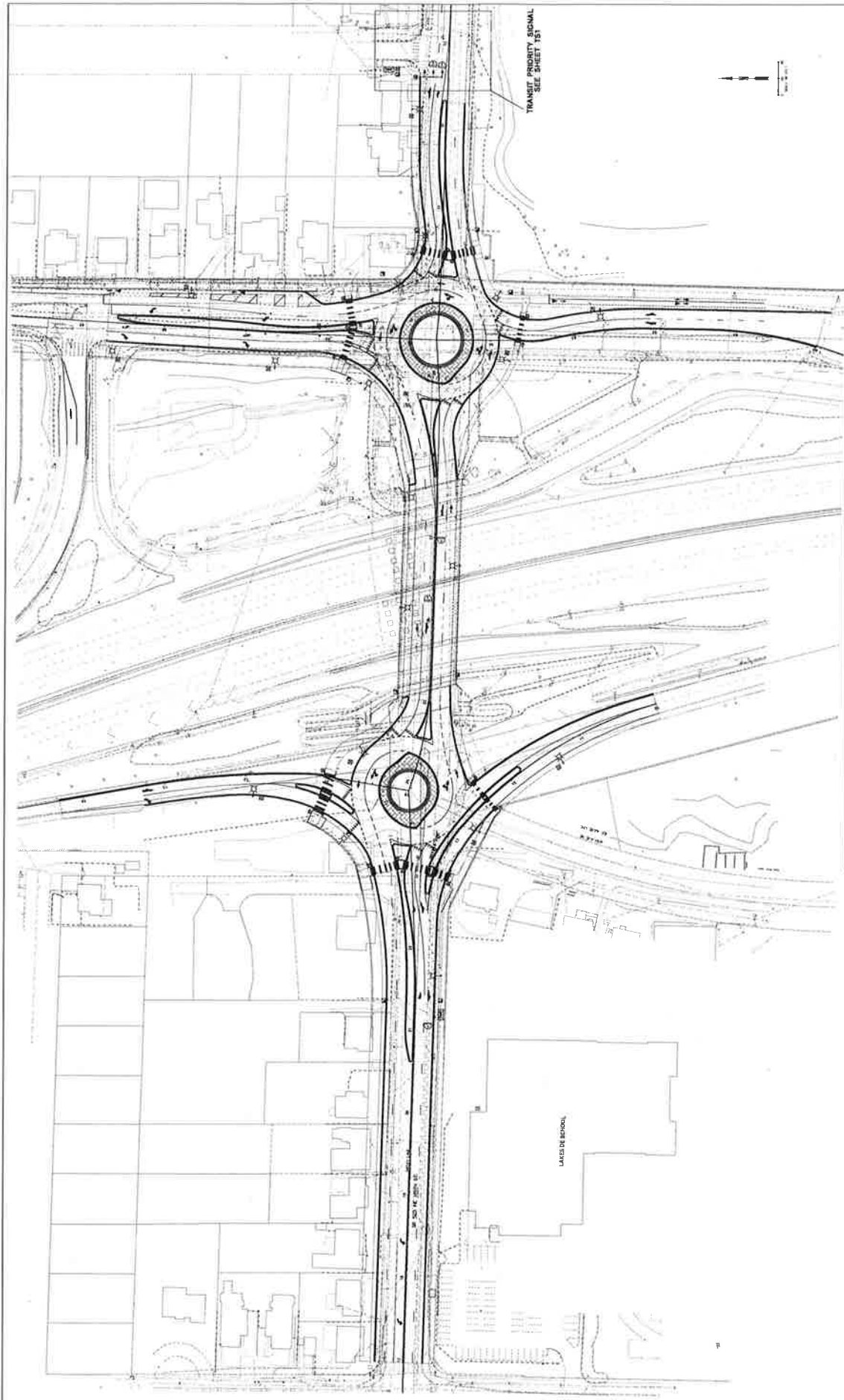
Approved as to form:

DocuSigned by:
By: Mattelyn Sharpe
Mattelyn Sharpe, Legal Counsel

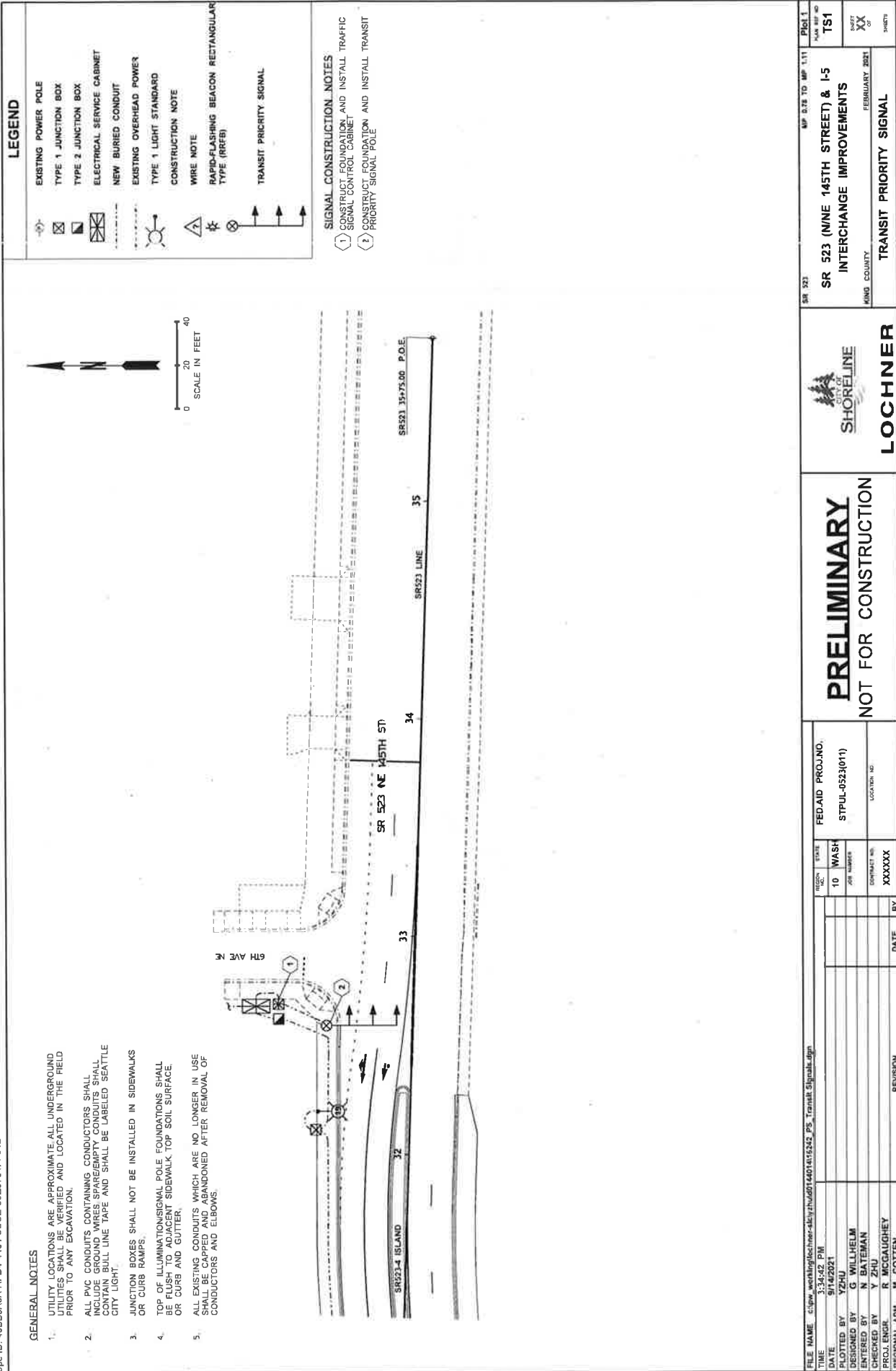
Exhibit List:

Exhibit A: Vicinity Map showing Interchange Project Improvements and NE 145th/SR 522 BRT Improvements

Exhibit B: Invoice Form



SHEET NO. 151 PROJECT NO. SR 522 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS LANE COUNTY, OREGON PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]		SCALE: AS SHOWN DRAWN BY: [Name]		PROJECT NO. SR 522 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS LANE COUNTY, OREGON PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	
TITLE: ROAD PROPOSED STATIONING: 5790+00 TO 5830+00		SHEET NO. 151 TOTAL SHEETS: 151		PROJECT NO. SR 522 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS LANE COUNTY, OREGON PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	
PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]		PROJECT NO. SR 522 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS LANE COUNTY, OREGON PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]		PROJECT NO. SR 522 (NINE 145TH STREET) & I-5 INTERCHANGE IMPROVEMENTS LANE COUNTY, OREGON PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	



LEGEND

- EXISTING POWER POLE
- TYPE 1 JUNCTION BOX
- TYPE 2 JUNCTION BOX
- ELECTRICAL SERVICE CABINET
- NEW BURIED CONDUIT
- EXISTING OVERHEAD POWER
- TYPE 1 LIGHT STANDARD
- CONSTRUCTION NOTE
- WIRE NOTE
- RAPID-FLASHING BEACON RECTANGULAR TYPE (RRFB)
- TRANSIT PRIORITY SIGNAL

- SIGNAL CONSTRUCTION NOTES**
- 1) CONSTRUCT FOUNDATION AND INSTALL TRAFFIC SIGNAL CONTROL CABINET
 - 2) CONSTRUCT FOUNDATION AND INSTALL TRANSIT PRIORITY SIGNAL POLE

- GENERAL NOTES**
1. UTILITY LOCATIONS ARE APPROXIMATE ALL UNDERGROUND UTILITIES SHALL BE VERIFIED AND LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION.
 2. ALL PVC CONDUITS CONTAINING CONDUCTORS SHALL BE MARKED WITH RED ORANGE CONDUIT MARKERS SHALL CONTAIN BULL LINE TAPE AND SHALL BE LABELED SEATTLE CITY LIGHT.
 3. JUNCTION BOXES SHALL NOT BE INSTALLED IN SIDEWALKS OR CURB RAMP.
 4. TOP OF ILLUMINATION SIGNAL POLE FOUNDATIONS SHALL BE FLUSH TO ADJACENT SIDEWALK TOP SOIL SURFACE OR CURB AND GUTTER.
 5. ALL EXISTING CONDUITS WHICH ARE NO LONGER IN USE SHALL BE CAPPED AND ABANDONED AFTER REMOVAL OF CONDUCTORS AND ELBOWS.

FILE NAME: c:\pwworking\lochner-daily\shuld014401619343_PS_Traffic_Signals.dgn		REGION	STATE	FED AID PROJ NO.
TIME	3:34:42 PM	10	WASH	STPUL-0523(011)
DATE	5/14/2021	JOB NUMBER		LOCATION NO.
PLOTTED BY	YZHU	DRAWING NO.	XXXXXX	
DESIGNED BY	G WILLHELM	DATE		
ENTERED BY	N BATEMAN	BY		
CHECKED BY	Y ZHU	REVISION		
PROJ. ENGR.	R MCGAUGHEY			
REGIONAL ADM.	M COTTEN			

SR 523
MP 0.76 TO MP 1.11
Plot 1
SR 523 (NINE 145TH STREET) & I-5
INTERCHANGE IMPROVEMENTS
KING COUNTY
FEBRUARY 2021
TS1
SHEET XX OF XX SHEETS

SHORELINE
CITY OF
LOCHNER

PRELIMINARY
NOT FOR CONSTRUCTION

TRANSIT PRIORITY SIGNAL

Exhibit B: Invoice Form

Invoice No. _____ Dated: _____

TO: Sound Transit
Accounts Payable
401 S Jackson Street
Seattle, WA 98104

accountspayable@soundtransit.org

Attention: Accounts Payable and [Sound Transit's Designated Representative]
Re: Funding Contribution to the right of way and construction phases of the Interchange Project

The City's authorized representative certifies that the amount of \$_____ is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation.

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

City of Shoreline

By: _____ Date: _____

[Name, Position]

Certificate Of Completion

Envelope Id: 49BB0A0AAFD444818CCE56E9704FF34D
Subject: Please DocuSign GA 0169-21 Funding Agrmt for Interchange Project
Source Envelope:
Document Pages: 13
Certificate Pages: 6
AutoNav: Enabled
Envelope 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: 64.207.219.72

Record Tracking

Status: Original
12/21/2021 4:25:01 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Angie House
angela.house@soundtransit.org
Pool: StateLocal
Pool: Central Puget Sound Regional Transit Authority
Location: DocuSign
Location: DocuSign

Signer Events

Margaret King
mking@shorelinewa.gov
Security Level: Email, Account Authentication (None)

Signature



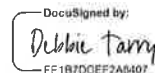
Signature Adoption: Drawn on Device
Using IP Address: 73.59.10.243

Timestamp

Sent: 12/21/2021 4:51:21 PM
Viewed: 12/22/2021 9:15:32 AM
Signed: 1/12/2022 7:24:02 PM

Electronic Record and Signature Disclosure:
Accepted: 12/22/2021 9:15:32 AM
ID: 2577ff87-7745-4638-813b-646193482dd1
Company Name: Sound Transit

Debbie Tarry
dtarry@shorelinewa.gov
City Manager
Security Level: Email, Account Authentication (None)

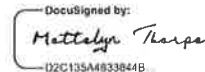


Signature Adoption: Pre-selected Style
Using IP Address: 146.129.242.52

Sent: 1/12/2022 7:24:06 PM
Viewed: 1/13/2022 11:29:58 AM
Signed: 1/13/2022 11:30:28 AM

Electronic Record and Signature Disclosure:
Accepted: 1/13/2022 11:29:58 AM
ID: 96378d6a-9c3b-4ad0-b214-ae75815dd037
Company Name: Sound Transit

Mattelyn Tharpe
Mattelyn.Tharpe@soundtransit.org
Legal Counsel 1
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 172.58.47.54
Signed using mobile

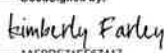
Sent: 1/13/2022 11:30:33 AM
Resent: 1/14/2022 12:45:44 PM
Viewed: 1/14/2022 1:16:44 PM
Signed: 1/14/2022 1:17:16 PM

Electronic Record and Signature Disclosure:
Accepted: 1/14/2022 12:15:54 PM
ID: 2516d6e7-b708-41df-b015-f5c121550ecc
Company Name: Sound Transit

Signer Events

Kimberly Farley
 kimberly.farley@soundtransit.org
 Deputy Chief Executive Officer
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 1AFBDE71EF67417...

Signature Adoption: Pre-selected Style
 Using IP Address: 66.113.108.70

Timestamp

Sent: 1/14/2022 1:17:53 PM
 Viewed: 1/14/2022 4:08:45 PM
 Signed: 1/14/2022 4:09:09 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/14/2022 4:08:45 PM
 ID: 82d00aa4-b016-4f9f-93ed-6591e41dbe61
 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****Status****Timestamp**

Darcy Forsell
 dforsell@shorelinewa.gov
 Security Level: Email, Account Authentication (None)

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Sent: 1/12/2022 5:20:54 PM
 Viewed: 1/12/2022 7:32:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tony Thompson
 Tony.Thompson@soundtransit.org
 Security Level: Email, Account Authentication (None)

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Sent: 1/14/2022 1:17:41 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ruth Bowman
 ruth.bowman@soundtransit.org
 Security Level: Email, Account Authentication (None)

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Sent: 1/14/2022 1:17:48 PM
 Viewed: 1/14/2022 1:18:10 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/25/2021 2:13:51 PM
 ID: 81c02ba4-955a-44a3-83e6-33cbcb05f7c4
 Company Name: Sound Transit

Celine Hommais
 celine.hommais@soundtransit.org
 Security Level: Email, Account Authentication (None)

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Sent: 1/14/2022 4:09:14 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/2/2021 9:33:47 AM
 ID: 0ca32213-d5f2-43a8-9285-9e52596042d7
 Company Name: Sound Transit

Paul Cornish
 paul.cornish@soundtransit.org
 Security Level: Email, Account Authentication (None)

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Sent: 1/14/2022 4:09:14 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events**Status****Timestamp**

Accepted: 12/15/2021 10:41:12 AM
 ID: 23b0a460-899d 47ca-9747-1d42a842b39f
 Company Name: Sound Transit

Nytasha Walters
 nwalters@shorelinewa.gov
 Transportation Services Manager
 Security Level: Email, Account Authentication
 (None)

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Sent: 1/14/2022 4:09:15 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	12/21/2021 4:51:21 PM
Certified Delivered	Security Checked	1/14/2022 4:08:45 PM
Signing Complete	Security Checked	1/14/2022 4:09:09 PM
Completed	Security Checked	1/14/2022 4:09:15 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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