CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Project Coordination Agreement and Temporary Construction Easement with the Puget Sound Regional Transit Authority (Sound Transit) for the 148 th Street Non-Motorized Bridge Project				
DEPARTMENT:	Public Works				
PRESENTED BY:	: Tricia Juhnke, Acting Public Works Director				
ACTION:	Ordinance ResolutionX_ Motion				
	Discussion Public Hearing				

PROBLEM/ISSUE STATEMENT:

The 148th Street Non-Motorized Bridge Project (Bridge Project) will provide a direct connection to neighborhoods west of Interstate-5 with the future Shoreline South 148th Station. This will in turn connect users to centers of employment, commerce and educational opportunities, and enhance the trail connections between the Interurban Trail and the Burke Gilman Trail by developing the new "Trail Along the Rail" and the 148th Street Non-Motorized Bridge across Interstate-5.

This project overlaps with Sound Transit's Lynnwood Link Extension (LLE) Project. Coordinated planning to construct the Bridge Project before Sound Transit constructs certain required elements of the LLE Project will result in cost savings for both parties by preventing redundancy, addressing changes to the LLE Project needed to accommodate the Bridge Project, and protecting completed work from future construction impacts.

Staff is requesting that the City Council authorize the City Manager to execute a Project Coordination Agreement and related Temporary Construction Easement, substantially in the form of Attachments A and B respectively, and as approved by the City Attorney, with Sound Transit for use on the 148th Street Non-Motorized Bridge project.

RESOURCE/FINANCIAL IMPACT:

Sound Transit will compensate the City in the amount of \$450,000 for the Assumed Work. The Compensation Amount provided to the City for the Assumed Work also serves as a capital improvement contribution by Sound Transit to partially satisfy LLE Project Special Use Permit (SPL18-0140) and construction permit conditions (DEV19-0183 and ROW19-0322) for required shared-use frontage improvements.

The 2023-2028 Capital Improvement Program will be updated to include \$450,000 from the Roads Capital Fund for the construction of Phase 1. Council previously authorized Sound Transit System Access Fund grant funds in the amount of \$3,700,000 for design and construction, with an estimated \$2,520,000 of that amount remaining for

construction of Phase 1. Council also previously authorized the use of King County Department of Natural Resources and Parks funds in the amount of \$4,750,000 for Phase 1 construction.

Compensatory funds from Sound Transit received as part of this agreement in the amount of \$450,000 will be used to offset expenditures. There is no cost to the City for the Temporary Construction Easement. The budget shown below is for Phase 1 construction.

EXPENDITURES	
Construction (Phase 1)	
Construction (Includes 10% contingency)	\$ 7,104,000
Staff and Other Direct Expenses	\$ 300,000
Construction Management	\$ 1,776,000
Contingency (10% Staff + CM)	\$ 208,000
Total Phase 1 Construction Cost	\$ 9,388,000
REVENUE	
Sound Transit System Access Fund	\$ 2,520,000
King County DNR and Parks – Property Tax Levy	\$ 4,750,000
Sound Transit – Coordination Agreement	\$ 450,000
Roads Capital Fund	\$ 1,668,000
Total Project Revenue	\$ 9,388,000

The project is currently fully funded through Phase 1 construction, fully funded for rightof-way acquisition and partially funded for Phase 2 construction. Revenue remaining after the Phase 1 construction phase will be carried over for use in Phase 2 construction. The construction budget is preliminary and will be re-assessed at the completion of design.

Staff anticipates presenting a budget amendment later in 2022 to account for additional grant funding and other changes to the CIP.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a Project Coordination Agreement and related Temporary Construction Easement, substantially in the form of Attachments A and B respectively, and as approved by the City Attorney, with the Puget Sound Regional Transit Authority for use on construction of the 148th Street Non-Motorized Bridge project.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Interstate-5 (I-5) forms a barrier to direct access to the Sound Transit Shoreline South/148th Station from neighborhoods west of I-5. The 148th Street Non-Motorized Bridge project will design a ped/bike bridge spanning I-5 and connecting to the northend station plaza. Improvements will include integration with the station plaza area (east side of I-5) including ramps and stairs. West side landing improvements will include ramps and stairs, safe pedestrian and bicycle connections to 1st Avenue NE, and evaluation of the need for a drop-off/pick-up area.

A feasibility analysis of non-motorized crossing options to the Shoreline South/148th Station (formerly 145th Station) was conducted in 2016/2017 to determine the feasibility of a non-motorized bridge to connect the west side of I-5 to the Sound Transit station and east-side area. Based on the results of the feasibility study, Council adopted the 148th Street crossing as the preferred location. The cost estimate in the feasibility study was \$13,331,000. At the February 27, 2017 Council meeting, staff presented the 145th Street Station Access Non-Motorized Crossing Options Feasibility Analysis. The staff report for this discussion can be found at the following link: February 27, 2017 Staff Report.

On June 24, 2019, the City Council authorized the City Manager to enter into a contract with KPFF, Inc. for the preliminary design services for the Bridge Project. The staff report for the Council authorization to enter into this contract can be found at the following link: <u>June 24, 2019 Staff Report</u>.

On June 1, 2020, staff presented results of a <u>Type, Size and Location Analysis</u> with recommended preferred design and project delivery approach options to City Council. The recommended options were formally authorized and subsequently advanced to 30% design. The staff report for this Council discussion can be found at the following link: June 1, 2020 Staff Report.

On March 29, 2021, the City Council authorized the City Manager to enter into a contract with KPFF, Inc. for the final design services for the Bridge Project. The staff report for the Council authorization to enter into this contract can be found at the following link: March 29, 2021 Staff Report.

DISCUSSION

The City has issued several land use and construction permits to Sound Transit for construction of the LLE Project, under the Special Use Permit for the LLE Project within Shoreline approved by the City's Hearing Examiner on May 31, 2019. The Special Use Permit generally authorizes the LLE Project subject to numerous conditions, including installing or modifying utilities, constructing an elevated and at-grade guideway, noise and retaining walls, grading, shared-use path connections from the Shoreline North/148th Station site to public streets, restoration of NE 149th Street end, landscaping, and fencing.

Sound Transit and the City have determined that it would be mutually beneficial and fiscally prudent for the parties and the public, if the City complete some of the work that Sound Transit is required to do under the Special Use Permit as part of the City's Bridge Project in exchange for compensation to the City by Sound Transit.

To facilitate the Bridge Project, the City seeks to use the property depicted in Exhibit B for construction of the Bridge Project comprised of, in whole or in part, six (6) tax parcels owned in fee by Sound Transit and referenced by King County Parcel Nos. 2004100052, 2004100050, 2004100045, 3222200030, 2881700323, and 2881700390, and also a portion of Washington State Department of Transportation ("WSDOT") right of way on Interstate 5 ("I-5").

Phase 1 of the Bridge Project is planned to include a pathway that approaches the bridge abutment on the east side of Interstate 5. Phase 2 of the Bridge Project will construct a pathway connection to 1st Avenue NE on the west side of I-5 and the bridge super structure itself.

To coordinate and complete this work on behalf of Sound Transit in exchange for compensation, staff is requesting that the City Council authorize the City Manager to execute a Project Coordination Agreement and related Temporary Construction Easement (Attachments A and B) with Sound Transit. The alternative to entering into this Project Coordination Agreement would be for Sound Transit to build their elements as designed and the City would need to remove and reconstruct them to build Phase 1 of the Bridge Project. The alternative to entering into the related Temporary Construction Easement would be for the City to not begin construction until Sound Transit permanently conveys property rights to the City at the conclusion of the LLE project. Staff does not recommend proceeding in this alternative way.

COUNCIL GOAL(S) ADDRESSED

This project supports City Council Goal No. 3: Continue preparation for regional mass transit in Shoreline, including the following Action Steps under this Council Goal:

- Action Step 2 Work collaboratively with Sound Transit on the Lynnwood Link Extension Project, including negotiation of remaining project agreements and coordination of project construction, inspection, and ongoing permitting.
- Action Step 5 Create non-motorized connections to the light rail stations including coordinating design elements of the Trail Along the Rail.
- Action Step 6 Complete design of the 148th Street Non-Motorized Bridge, construct the Phase 1 improvements, and work with regional, state, and federal partners to fully fund the project.

RESOURCE/FINANCIAL IMPACT

Sound Transit will compensate the City in the amount of \$450,000 for the Assumed Work. The Compensation Amount provided to the City for the Assumed Work also serves as a capital improvement contribution by Sound Transit to partially satisfy LLE Project Special Use Permit (SPL18-0140) and construction permit conditions (DEV19-0183 and ROW19-0322) for required shared-use frontage improvements.

The 2023-2024 Capital Improvement Program will be updated include \$450,000 from the Roads Capital Fund for the construction of Phase 1. Council previously authorized the use of Sound Transit System Access Fund grant funds in the amount of \$3,700,000 for design and construction, with an estimated \$2,520,000 of that remaining for construction of Phase 1. Council also previously authorized the use of King County Department of Natural Resources and Parks funds in the amount of \$4,750,000 for Phase 1 construction.

Compensatory funds from Sound Transit received as part of this agreement in the amount of \$450,000 will be used to offset expenditures. There is no cost to the City for the Temporary Construction Easement. The budget shown below is for Phase 1 construction.

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The project is currently fully funded through Phase 1 construction and is fully funded for right-of-way acquisition and partially funded for Phase 2 construction. Revenue remaining after Phase 1 construction will be carried over for use in Phase 2 construction. The construction budget is preliminary and will be re-assessed at the completion of design.

Staff anticipates presenting a budget amendment later in 2022 to account for additional grant funding and other changes to the CIP.

RECOMMENDATION

Staff recommends that they City Council authorize the City Manager to execute a Project Coordination Agreement and related Temporary Construction Easement, substantially in the form of Attachments A and B respectively, and as approved by the City Attorney, with the Puget Sound Regional Transit Authority for use on Phase 1 construction of the 148th Street Non-Motorized Bridge project.

ATTACHMENTS

Attachment A - 148th Street Non-Motorized Bridge Project Coordination Agreement Attachment B - Temporary Construction Easement Agreement

Attachment A Project Coordination Agreement

148th Non-Motorized Bridge East Landing Project Coordination Agreement

GA 0007-22/City Receiving # 10372

This 148th Non-Motorized Bridge East Landing Project Coordination Agreement (this "Agreement") is made and entered into by and between the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit"), and the City of Shoreline, a Washington municipal corporation (the "City") each of which is referred to herein individually as a "Party" or collectively as the "Parties."

This Agreement is and shall be effective as of the date last signed below ("Effective Date").

Recitals

- A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington ("RCW") with all the powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties.
- B. 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 authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes.
- C. The City has issued several land use and construction permits to Sound Transit for construction of the Lynnwood Link Extension Project ("LLE Project"), under the SPL18-0140 Special Use Permit for LLE Project within Shoreline approved by the City's Hearing Examiner on May 31, 2019. SPL18-0140 generally authorizes the LLE Project subject to numerous conditions, including installing or modifying utilities, constructing an elevated and at-grade guideway, noise and retaining walls, grading, shared-use path connections from the Shoreline North/148th Station site to public streets, restoration of NE 149th Street end, and landscaping as generally depicted in Exhibit A.
- D. The City is planning to construct a bridge over Interstate 5 ("I-5") for non-motorized users to access Sound Transit's Shoreline South/148th Street light rail station that is part of the LLE Project. Phase 1 of the Bridge Project is planned to include a pathway that approaches the bridge abutment on the east side of I-5 as generally depicted in Exhibit B hereinafter referred to as the "Bridge Project". The City's plans for construction of Phase 1 are subject to City Permit No. DEV22-0416 which is incorporated herein by reference and made part of this Agreement.
- E. To facilitate construction of the Bridge Project, the City seeks to use the property depicted in Exhibit C comprising, in whole or in part, six (6) tax parcels owned in fee by Sound Transit and referenced by King County Parcel Nos. 2004100052, 2004100050, 2004100045, 3222200030, 2881700323, and 2881700390, portions of City of Shoreline ROW at NE 149th Street and NE 151st Street, and also a portion of Washington State Department of Transportation ("WSDOT") right of way on I-5, which Sound Transit currently occupies pursuant to a Temporary Construction Airspace Lease ("TCAL") with WSDOT, referred to collectively hereinafter as the "Overlap Area."
- F. Sound Transit and the City have determined that it would be mutually beneficial and fiscally prudent, for the Parties and the public, if the City completes, in connection with the Bridge Project, some of the work that Sound Transit is required to do under SPL18-0140 in exchange for compensation to the City by Sound Transit.
- G. Coordinated planning to construct the Bridge Project before Sound Transit constructs certain required elements of the LLE Project will result in cost savings for both Parties by preventing

redundancy in work, addressing changes to the LLE Project need to accommodate the Bridge Project, and protecting completed work from future construction impacts.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the public good, the Parties hereby agree as follows:

I. EXHIBITS

Exhibit A: LLE Project in Overlap Area

Exhibit B: City Bridge Project in Overlap Area

Exhibit C: Overlap Area

Exhibit D: Sound Transit LLE Project Proposed Modifications

Exhibit E: City Assumed Work

Exhibit F: Temporary Construction Easement –Bridge Project

Exhibit G: Temporary Construction Easement – ION Project

Exhibit H: Federal Provisions

II. PROJECT COORDINATION

- A. Each Party shall be responsible its own costs of performing the work described herein except as agreed to in Section V of this Agreement.
- B. Sound Transit and the City agree that communication and cooperation is vital to fulfilling the roles and responsibilities set forth in this Agreement. Following the execution of this Agreement and continuing until the Parties agree that meetings are no longer necessary, each Party's Designated Representative for the Bridge Project shall meet at least one (1) time per month to discuss any design and/or construction issues, including site security, that must be coordinated between the Parties for the Overlap Area. The Parties may use these monthly meetings to negotiate amendments or modifications to this Agreement, subject in all cases to the mutual agreement of the Parties, excluding any amendments that impact Project completion dates, unless changes necessitate board or council approval per the Parties policies and regulations. The time and place for the monthly meeting will be decided by the Parties' representatives. Nothing in this section prevents the Parties from having more meetings if deemed necessary.

III. DESIGN

- A. <u>City Responsibilities.</u> The City shall be responsible for the design of the Bridge Project and to ensure that all design interfaces, including contractor developed plans, with the LLE Project are properly coordinated.
 - The City shall provide its Bridge Project 100% design plans, specifications, and construction documents to Sound Transit for review prior to advertising a construction contract for the Bridge Project. The City shall endeavor to resolve all comments received from Sound Transit

- consistent with Section III(B)(1); however, the City has final authority of the design of the Bridge Project.
- 2. To assist Sound Transit in preparation of the revision packages required in Section III(B)(2), the City shall provide draft modifications of the previously permitted LLE Project design drawings depicting the proposed modifications to the LLE Project scope of work in the Overlap Area in relationship to the Bridge Project, generally consistent with Exhibit D.
- 3. The City shall provide contractor submittals that have the potential to impact the guideway or other Sound Transit facilities to Sound Transit for review and comment prior to issuing approvals to the contractor on the Bridge Project, as agreed between Designated Representatives.
- 4. The City shall design the cul-de-sac street end or functionally equivalent alternative for NE 149th Street end to be incorporated into the Bridge Project.

B. Sound Transit Responsibilities.

- 1. Sound Transit shall have twenty (20) calendar days from the date the City submits Bridge Project 100% design plans consistent with Section III(A)(1) to Sound Transit for review and comment. If Sound Transit fails to provide comments within twenty (20) calendar days, the City may consider this as meaning Sound Transit has no comments.
- 2. Sound Transit shall review the draft LLE Project modifications provide by the City consistent with Section III(A)(2). All comments shall be resolved before Sound Transit prepares permit revision package(s) per Section IV(B).
- 3. Sound Transit shall have ten (10) calendar days from the date the City provides Bridge Project contractor submittals consistent with Section III(A)(3) to Sound Transit for review and comment. If Sound Transit fails to provide comments within ten (10) calendar days, the City may consider this as meaning Sound Transit has no comments.
- C. <u>Design Standards</u>. All design work performed by either Party shall be consistent with Sound Transit's approved permits for the LLE Project and the City's permits for the Bridge Project and, with the following plans, standards, and guidelines unless otherwise authorized by an issued permit:

City of Shoreline Municipal Code

City of Shoreline Surface Water Master Plan

City of Shoreline Engineer Design Manual

City of Shoreline Standard Details

Washington State Department of Transportation Standard Plans and Specifications for Road, Bridge, and Municipal Construction (Current Edition)

Other Industry design standards as outlined in the above documents.

The applicable provisions of the Shoreline Municipal Code and the listed plans, standards, and guidelines may differ between the Bridge Project and the LLE Project based on dates the City determined the relevant permit applications were complete.

IV. PERMITTING

A. City Responsibilities.

- 1. At its sole cost and expense, the City shall be responsible for obtaining all permits and approvals necessary for the construction, maintenance, and operation of the Bridge Project, including any from other governmental agencies such as the Washington State Department of Transportation (WSDOT).
- 2. The City shall provide support to transfer the National Pollutant Discharge Elimination System (NPDES) permit, within the Overlap Area, from the Lynnwood Link project to the Bridge Project, including helping obtain the necessary signatures for permit transfer, unless an alternate process is required by Washington State Department of Ecology. The City shall comply with all transferred terms and conditions of the NPDES permit.
- 3. The City shall comply with all the requirements of Sound Transit's Track Access Permit process when applicable. This includes but is not limited to providing the required notice of work, obtaining a permit, and attending required training as specified in the Track Access Permit request process.
- 4. The City agrees to construct the functionally equivalent improvements on behalf of Sound Transit in satisfaction of Condition No. C.6 of SPL18-0140 and conditions of approval of ROW19-0322, referred to collectively hereinafter as the "Assumed Work," as set forth in Exhibit E as part of the Bridge Project. The Assumed Work correlates with the proposed LLE Project modifications and consists of:
 - a. Shared-use path connections between the Shoreline South/148th Station site and both NE 149th Street and NE 151st Street;
 - b. Related work completing grading, drainage, noise wall reinstallation, fencing, and landscaping within the Overlap Area;
 - c. Curb and gutter installation on the south side of NE 151st Street;
 - d. Design and construction of the street end improvements on NE 149th Street, including grade adjustments and sidewalk connections to the Bridge Project east on NE 149th Street and connecting to the Shoreline South/148th Station site; and
 - e. Thirty-two (32) replacement trees, if necessary to ensure full tree replacement for the LLE Project as required under DEV19-0183.
- 5. The City agrees to accept compensation from Sound Transit to construct the Assumed Work as detailed in Exhibit E. Upon such compensation in full, the City will be responsible for completing the Assumed Work in substantially the form and manner set forth in Exhibit E prior to the date of LLE Project revenue service or another date mutually agreed upon by the Parties. If Sound Transit fails to compensate the City for the Assumed Work as provided in this Agreement, then the City shall have no responsibility or liability for the Assumed Work.
- 6. The City shall expeditiously process and approve the revision packages prepared by Sound Transit as noted in Section III(A)(1) in relationship to the Assumed Work.

B. Sound Transit Responsibilities.

1. At its sole cost and expense, within thirty (30) calendar days of resolving all review comments on LLE Project plan modifications, unless otherwise agreed to by the City, pursuant to Section III(B)(2), Sound Transit shall prepare and submit the necessary revision package(s) to the City for modifications to previously issued permits to delete the Assumed Work from the work authorized by those permits as provided in Section III(B)(2) above.

- 2. Sound Transit shall support the City in obtaining any required permits and approvals for the Assumed Work and shall provide timely responses to requests for information from the City or other governmental entity with permitting authority for the Assumed Work.
- 3. Sound Transit shall compensate the City for the Assumed Work as specified in Section V. Sound Transit affirms that it has funding available to compensate the City in the amount provided in Section V below for the Assumed Work in accordance with this Agreement.
- 4. Sound Transit has previously secured Project Development Approval ("PDA") from WSDOT for improvements within areas under WSDOT authority and, there are no anticipated modifications to this PDA in relationship to this Agreement. Sound Transit shall work with WSDOT to have its PDA suspended within the Overlap Area for the duration of the Bridge Project construction.

V. COMPENSATION

- A. <u>Amount.</u> Sound Transit shall compensate the City in the amount of \$450,000 for the Assumed Work ("Compensation Amount").
- B. <u>Permit Condition Satisfaction</u>. The Compensation Amount provided to the City for the Assumed Work is considered as partial or full satisfaction by Sound Transit of the following permit conditions:
 - Partial satisfaction of Condition No. C.6 of SPL18-0140 in relationship to the multimodal improvements between the Shoreline South/148th Station site and NE 149th and NE 151st Streets;
 - 2. Full satisfaction of Condition No. 29 of approval for ROW19-0322 requiring deferred design submittal and construction for the NE 149th Street end;
 - 3. Partial satisfaction of Condition No.22 of DEV19-0183 and Condition No. 9 of DEV19-0323 for 32 native replacement trees; and
 - 4. Contribution of the Compensation Amount to the City's Bridge Project together with transfer of certain property rights within the Overlap Area, consistent with ROW Vacation Agreement with Sound Transit (GA 0300-19/City #9627), render Condition Nos. A.1 and F.2 of SPL18-0140, and Condition No. 23 of DEV19-0183 as no longer applicable within the Overlap Area so no landscape buffers are required between the guideway and the private residential parcels to the east of the Overlap Area and no replacement tree or landscape maintenance, monitoring, and replacement are required in the Overlap area.
- C. <u>Invoicing</u>. The City shall invoice Sound Transit the Compensation Amount after the execution of this Agreement. Sound Transit shall pay the City's invoice in full within sixty (60) calendar days of the date of the invoice.
- D. The City reserves the right to delay issuance of any authorization needed to commence LLE Project revenue service until the Compensation Amount has been paid in full.

VI. CONSTRUCTION SCHEDULE AND WORK ALLOCATION

A. Nothing in this Agreement shall authorize any construction activity to occur without a valid, issued permit authorizing such work. The specifics for each area of work are described below and shall be generally consistent with the cited Exhibits.

- B. <u>Sound Transit Work.</u> Sound Transit shall complete the work noted below and as generally depicted in Exhibit D as remaining in the LLE Project, prior to turning over the Overlap Area to the City as described and defined in Section VII below.
 - 1. <u>Utility Relocation, Modification, and Additions.</u> Complete installation of remaining utility work including:
 - a. Storm drains and cleanouts with rims set to existing grade or the final elevation specified by the City;
 - b. Complete the guideway systems infrastructure (conduit and vault) and pull all the power cables from the TPSS up onto the guideway;
 - c. Remove channel boards in A6 and G1039, repair any identified quality workmanship issues in these structures or the related pipes within the Overlap Area, and remove vibration monitoring equipment when allowed by the City;
 - d. Construct permanent electrical service duct bank and telecommunications duct bank through Overlap Area between station site and Traction Power Substation;
 - 2. <u>Construction of Sound Transit Guideway.</u> Complete construction of all major elements of the guideway requiring access from the ground within the Overlap Area. Punch list items shall be coordinated with the City in accordance with the terms of the TCE in Exhibit F and completed after Turnover (defined below);
 - 3. Grading. Grade as existing except for where required to complete remaining work;
 - 4. <u>Construction of Noise/Retaining Walls.</u> Complete construction of Wall 1554, except do not grout, seal, or paint the south most six (6) precast panels adjacent to piers as identified in Exhibit D, Drawing No. L85-SWP981;
 - 5. Clearing and Stormwater Control/Temporary Erosion and Sediment Control. Modify or remove temporary stormwater infrastructure in the Overlap Area as needed so as not to impact the Bridge Project, stabilize Overlap Area prior to Turnover with gravel or other standard temporary stabilization measure, and leave construction limit fencing and noise blankets in place, except in any locations mutually agreed to by the Designated Representatives;
 - 6. Interstate 5 Restoration. Restore per current L200 plans west of the noise wall.; and
 - 7. <u>Inspections.</u> Request and pass all remaining inspections, including final inspections as required for the work set forth above under the relevant utility, site development, and right-of-way permits.
 - 8. Sound Transit shall **NOT** complete the following previously-permitted work within the Overlap Area, as shown for deletion from the LLE project in Exhibit D:
 - a. Any remaining curb, gutter, flatwork, except as depicted on drawings L85-CRP122 and L85-CGP122 in Exhibit D;
 - b. Any remaining asphalt flat work for shared use paths;
 - Final grading and landscaping east of the noise wall between 151st and the station plaza, except on the station site in the west most corner of the Overlap Area as depicted on drawings L85-LPP111 and N15-LPP221; and
 - d. Permanent fencing.
- C. <u>Third Party Work.</u> Sound Transit shall continue to diligently coordinate to complete the following work by others prior to the Turnover date. However, if this work is delayed due to the Third

Parties and delays Bridge Project access, Sound Transit assumes no responsibility for any impacts to the Bridge Project. Remaining Third Party work includes:

- 1. Seattle City Light relocation of pole (No. 1387063) out of multiuse path alignment including removal of the original pole, temporary pole and guy wire;
- 2. Seattle City Light Electrical work in duct banks within overlap area;
- 3. Associated electrical and telecommunications work related to Section VI(B)(1)(d) above, if in Overlap Area.
- D. <u>City of Shoreline Work.</u> The City shall complete the work noted below and as generally depicted in Exhibit E.
 - 1. Restore any impacted portions of WSDOT Limited Access Area when the Bridget Project is completed.
 - 2. Remove and then reinstall, grout, seal, and paint southernmost six precast panels for Noise Wall 1554 as shown on Bridge Project Drawing S630 in Exhibit E or construct an acceptable alternative.
 - 3. Construct the Bridge Project, including the following Assumed Work from the LLE Project scope within the Overlap Area, generally as depicted in Exhibit E:
 - a. City is responsible for all TESC, storm water management, site security and other temporary measures related to their construction in the Overlap Area.
 - b. Shared use paths connecting the station site to NE 149th and NE 151st Streets, including grade tie-in to station plaza and sleeves for irrigation if needed;
 - c. Protect, modify, and extend drainage facilities as designed for the Bridge Project;
 - d. Protect in place and adjust all electrical, telecommunications, wastewater, and other facilities installed by the LLE Project to final grade.
 - e. Final landscaping and irrigation east of Noise Wall 1554, including 4-foot-tall chain link fence, per City standard detail, along the north property line of the Shoreline South/148th Station between the shared use path connection to the bridge and the noise wall;
 - f. Curb and gutter on south side of 151st per Sound Transit design, unless otherwise revised; and
 - g. Design and construct 149th Street end cul-de-sac or alternative, including ADA ramps and connection to frontage improvements by private redevelopment to the east of the Overlap Area.
 - 4. Plant thirty-two (32) replacement trees through other City capital projects within ¼ mile of the LLE Project, if they cannot be incorporated into the Bridge Project design, unless otherwise agreed to.
 - 5. The City shall accept shared responsibility for operations of the new sewer main between manholes A7 and A5 and between manholes G1039 and A6 and all stormwater infrastructure within the Overlap Area at Turnover.
 - 6. The City shall accept responsibility to repair any damage by Bridge Project construction to the new and existing infrastructure, including wastewater and surface water conveyance facilities, and any associated appurtenances installed by Sound Transit within the Overlap Area.
- E. <u>Operations and Maintenance</u>. The Parties' responsibilities for the maintenance of Overlap Area improvements to be documented in a future Operations and Maintenance agreement between the Parties, if necessary.

VII. TURNOVER

- A. After substantial completion of the construction activities set forth in Section VI(B) and (C), Sound Transit shall turn control and use of the Overlap Area ("Turnover") to the City. With respect to the portion of the Overlap Area Sound Transit owns in fee, such Turnover shall be pursuant to the TCE described in Section VIII.C. below. With respect to the area Sound Transit occupies pursuant to the TCAL, Sound Transit shall relinquish such TCAL, and the City shall enter into an appropriate agreement with WSDOT by which the City assumes control of and responsibility for the area. Sound Transit shall have no further responsibility with respect to the TCAL area upon Turnover.
- B. The date of the Turnover ("Turnover Date") is expected to be April 3, 2023.
- C. Sixty (60 days) prior to April 3, 2023, the Parties will meet to determine if work in Section VI(B) and (C) is projected to be complete by the Turnover Date or to identify a mutually acceptable strategy for partial turnover and revised final Turnover Date.
- D. Completion of Third-Party work, set forth in Section VI(C) shall not be required prior to Turnover. The City's Bridge Project will not preclude completion of Third-Party work.

VIII. CONSTRUCTION ACCESS

- A. <u>City of Shoreline Right of Access.</u> The City shall have the right to access the Overlap Area upon the Turnover Date. The City may request access to the Overlap Area prior to the Turnover Date for purposes of investigation and due diligence pursuant to a mutually agreeable right of entry agreement, and Sound Transit shall not unreasonably withhold its consent to such access.
- B. <u>Sound Transit Right of Access.</u> If Sound Transit requires use of or access to the Overlap Area after Turnover, such use or access will be consistent with the Parties' real property interests, permits, and agreements at the time use or access is needed. The Parties will coordinate such use or access activities in the Overlap Area after the City acquires access rights from Sound Transit and WSDOT.

C. Easement Rights.

- 1. Certain permanent property interests within the Overlap Area, will be transferred to the City pursuant to the ROW Vacation Agreement with Sound Transit (GA 0300-19/City #9627) and in partial satisfaction of the SPL18-0140 Conditions No. C.6 and D.30 and ROW19-0024 Condition No. 3 for ROW dedication in relationship to the Assumed Work. However, such transfer will not occur prior to the commencement of the Bridge Project and the Assumed Work. Therefore, Sound Transit agrees to grant to the City, at no cost to the City, a non-exclusive temporary construction easement ("TCE") in substantially the same form as Exhibit F for the purpose of constructing the Bridge Project and performing the Assumed Work.
- 2. The City recognizes that Sound Transit has previously granted the Ion Project TCE, Exhibit G, a non-exclusive TCE encumbering a portion of the Overlap Area, namely Parcel No. 2004100050, to facilitate construction of the Ion Project located to the east of the Overlap Area. It will be the City's responsibility to coordinate with the Ion Project to ensure expeditious construction of the Bridge Project and the Assumed Work, so as to respect the Ion Project TCE rights.
- 3. The City recognizes that Sound Transit is working with Seattle City Light and telecommunication providers to install underground infrastructure within the Overlap Area.

It will be the City's responsibility to coordinate with Seattle City Light and the telecommunication providers to ensure expeditious construction of the Bridge Project and the Assumed Work, so as to respect any TCE rights that Sound Transit may grant to Seattle City Light and the telecommunication providers.

IX. DELAYS AND/OR FAILURES TO COMPLETE WORK

- A. Sound Transit and the City agree that completion of the work addressed by this Agreement will ensure the effective use of public resources.
- B. The Parties agree to use commercially reasonable efforts to complete all work addressed by this Agreement in a timely manner consistent with construction schedules coordinated between the Parties. If a Party fails to complete its work on the timeline established by such construction schedules and, due to that failure, the other party incurs additional costs for its work, the Party failing to complete work shall be liable for the actual and reasonable additional costs incurred by the other party. Provided, however, that Sound Transit shall have no obligation to reimburse the City for any delay-related costs incurred prior to the Turnover Date (either as that date is currently contemplated or as later revised by the Parties). If a Third Party fails to timely complete work and, due to that failure, either of the Parties incur additional costs for its work, then each Party shall bear its own costs of the delay. Payment of these costs, in full, shall be required within thirty (30) calendar days of submittal of a written request for payment.
- C. Notwithstanding anything to the contrary contracted in this Agreement, neither party shall be deemed to be in default where delays in performance or failure to perform are due to a Force Majeure event, as defined in this Agreement, for which such events are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

X. FEDERAL CLAUSES

Sound Transit will provide funding through a grant or loan from the FTA; therefore, Sound Transit and the City will comply with the federal funding requirements attached as Exhibit H, which are incorporated herein. The City will incorporate the applicable federal clauses and requirements into contract documents with third-party contractors and their subcontractors when the contract is paid for in any part with funding provided by the FTA. References to the "Contractor" in Exhibit H shall refer to the City and its contractors and subcontractors. Any reporting required by the Federal Provisions is the sole responsibility of Sound Transit except for a contractor's responsibility to report a violation of federal law in Section 1.14 and Section 1.15 of the Federal Provisions.

XI. INDEMNIFICATION

A. <u>Mutual Indemnification</u>. To the maximum extent permitted by law, each party will defend, indemnify, and save harmless the other party, its officers, officials, employees, and agents, from and against any and all costs, suits, actions, losses, penalties, claims, response costs, judgments, and/or damages (collectively, "Claims") of whatsoever kind or nature, arising out of, or in any way resulting from, its acts or omissions in connection with, or incident to the Parties' performance or failure to perform their respective obligations under this Agreement or with the

- Parties' respective use and occupancy of the Overlap Area. Neither party will be required to defend, indemnify, or save harmless the other party to the extent the Claim is caused by the sole negligence of the other party.
- B. <u>Concurrent Negligence</u>. Where such Claims 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 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.
- C. <u>Survival</u>. The indemnification obligations provided in this Section XI will survive termination of this Agreement.

XII. DISPUTE RESOLUTION

- A. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section XII. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section XII has been exhausted. Provided however, 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 may be time barred before the dispute resolution process can be completed.
- B. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.
- C. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:
 - 1. Level One Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
 - 2. Level Two Sound Transit's Executive Corridor Director or Project Director and the City's Department Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
 - 3. Level Three Sound Transit's Executive Director of Engineering and Construction Management or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

In the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or

agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

XIII. DESIGNATED REPRESENTATIVES

Each party hereby designates the following Designated Representatives or their successors in title, who shall be the party's primary point of contact for the purposes outlined in this Agreement. Either party may from time to time change its Designated Representative by providing notice to the other party of such change in the manner set forth in Section XIV Notices. Replacement of either party's Designated Representative will not constitute an amendment to this Agreement.

The City:

Name: Lea Bonebrake

Title: Engineer II Capital Projects Address: 17500 Midvale Ave N,

Shoreline, WA 98133 Phone #: 206-801-2475

Email: lbonebrake@shorelinewa.gov

Sound Transit:

Name: Taylor Carroll

Title: Light Rail Development Manager

Address: 401 S Jackson St,

Seattle, WA 98104 Phone #: 206-689-4867

Email: taylor.carroll@soundtransit.org

XIV. NOTICES

All notices and communications concerning this Agreement shall be in writing and shall be addressed to the Designated Representative. Either party may at any time designate a different person to whom notices or communications shall be given or a different address to which notices or communications shall be delivered, subject to the notice provisions contained herein.

All notices shall be either (i) delivered in person; (ii) delivered via certified mail, return receipt requested; (iii) delivered by a nationally recognized overnight or same-day courier service; or (iv) delivered via email. 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, courier, or by hand delivery.

XV. MISCELLANEOUS

A. <u>Public Records Act</u>. 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.

- B. <u>Records Retention.</u> Each Party shall be responsible for retaining all documents produced in connection with this Agreement consistent with RCW 40.14 or other applicable provisions of the law. Upon request, each Party shall make available its documents to the other Party for review and audit.
- C. <u>Governing Law and Exclusive Venue.</u> 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.
- D. <u>Successors and Assigns</u>. 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.
- E. <u>Conflict of Interest</u>. The City utilized KPFF, Inc. for design of the Bridge Project. 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. Similar situations may occur with other contractors that are working for both Sound Transit and the City. Sound Transit and the City agree to cooperate to avoid or mitigate any such potential conflicts of interest.
- F. <u>Time</u>. 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.
- G. <u>No Third-Party Beneficiaries</u>. 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.
- H. <u>No Joint Venture</u>. 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.
- I. <u>Construction</u>. 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.
- J. <u>Costs.</u> Each party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement.
- K. 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.
- L. <u>Amendments.</u> 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 scope of work 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 modify the terms and conditions of this Agreement or modified the Compensation Amount.
- M. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement and supersedes all prior negotiations (oral and written), understandings and agreements with respect hereto.
- N. <u>Headings.</u> Section headings are intended as information only and will not be construed with the substance of the section they caption.
- O. <u>Exhibits</u>. All exhibits to this Agreement are hereby incorporated into and made part of this Agreement.
- P. <u>Execution of this Agreement</u>. 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. This Agreement may be executed by electronic signature such as DocuSign.
- Q. <u>Severability</u>. 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.

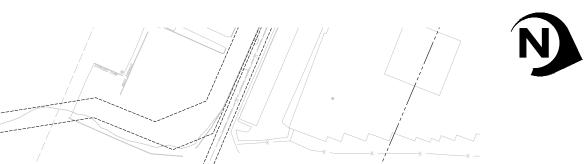
IN WITNESS WHEREOF, each of the Parties has executed this Agreement by having its duly authorized representative affix his/her signature in the appropriate space below:

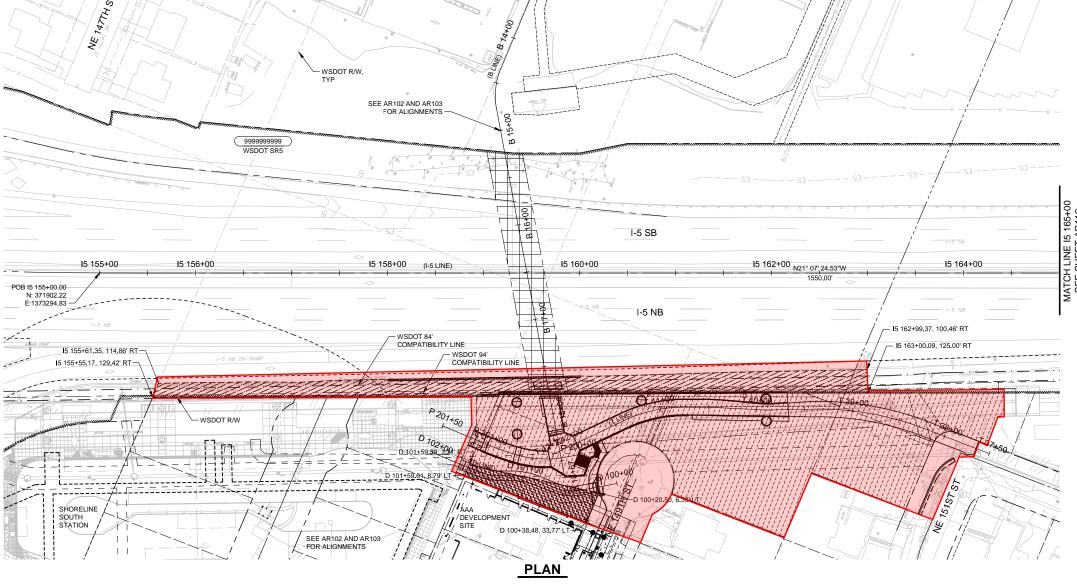
CITY OF SHORELINE
By: Debbie Tarry
Its: City Manager
Date:
Authorized by City Council on
Approved as to form:
By: City Attorney's Office

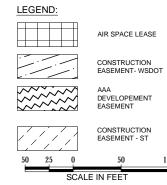
EXHIBIT A - LLE PROJECT IN OVERLAP AREA Attachment A WALL 1554 SEE DWG L85-SWP981 TPSS N16 FOUNDATION THRU DWG L85-SWP983 SEE DWG L85-SFP838 -WALL 2201 R34 59+00 SEE DWG L85-SWP835 -AP SWALE SEE DWG L85-CPD317 EL=316.95 FOR GRADING DETAIL NOISE WALL 2601 SEE DWG L85-SWP 835 R47 60+44.45, 12.00' LT AP PAVING VALLEY LINE SB K 1556+00 SB K 1558+00. VALLEY LINE TRAIL NB 1556+00 R47 65+48.73, 0.00' RT AP PAVING R47 62+38.50, 12.00' RT HIGH POINT R47 60+36.82, 14.19' LT EL=317.25 R47 65+58.73, 1.23' RT BEGIN TRAIL PAVING END TRAIL PAVING MATCH SIDEWALK MATCH PLAZA RIDGE LINE R47 60+90.45, 75.93' RT VALLEY LINE BEGIN SWALE L85-CPD318 R32 51+41.72, 29.95',RT AP PAVING R42-10+74.18, 0.50' L AP PAVING 13RD AVENE R32 51+20 17, 16 80' LT AP PAVING PROJECT BY OTHERS NIC R53 20+75.57, 12.82' RT R53 20+06.25, 7.58' LT AP PAVING AP OVERLAY R53 20+75.58, 0.82 R53 20+09.96, 0.78' RT AP OVERLAY AP OVERLAY MATCHLINE NB 1553+50 SEE DWG L85-CGP164 **KEY NOTES:** 4. HMA PLANE AND OVERLAY, SEE DETAIL H/L85-CPD101. 7. HEAVY DUTY GRAVEL, SEE DETAIL C/L85-CPD101. 10. CEMENT CONCRETE SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309. 15. HMA PAVEMENT SECTION, SEE DETAIL A/L85-CPD101. 1. FOR GRADING AND PAVING PLAN NOTES AND LEGEND, SEE SHEET L85-CGN001. 17. TRAIL HMA PAVEMENT, SEE CIVIL TYPICAL SECTIONS, DRAWINGS L85-CYX100 THRU L85-CYX101, L85-CYX200 THRU L85-CYX209., AND SHORELINE STD PLAN 329. SCALE IN FEET LYNNWOOD LINK EXTENSION " = 20' L85-CGP122 **CONTRACT L200 Jacobs** trusted NORTHGATE STATION TO NE 200TH STREET T. JOHNSON 200-L85-CGP122 B 01/31/21 KAI JGM JGM PRC 0269 - AAA DEVELOPMENT COORDINATION N16 **SOUNDTRANSIT** A 07/14/20 KAI JGM JGM PR #044 - SHORELINE ZONE 3 PERMIT REVISIONS J MATTHEWS RTA / CN 0079-15C GRADING AND PAVING PLAN ISSUED FOR CONTRACT / CO 002 7<u>5-20</u> 405 NB 1553+50 TO NB 1559+50 J. MATTHEWS F. CHIHAB

...

V:\1900267 (N 148th NMB)\02 Desian (v2019)\N148 NMB-G015-Prop Const Sequence PH1dwa Plot date: Jul 18. 2022-04:49:03









NOT FOR CONSTRUCTION, 100% DRAFT

					623
					2/23
					AAK
					CITY OF
					SHORELIN
					-
IARK	REVISION DESCRIPTION	BY	APP.	DATE	





RAWN BY	TAJ	
ESIGN BY	JES	
HECK BY	KAI	
ROJ MGR	AWO	

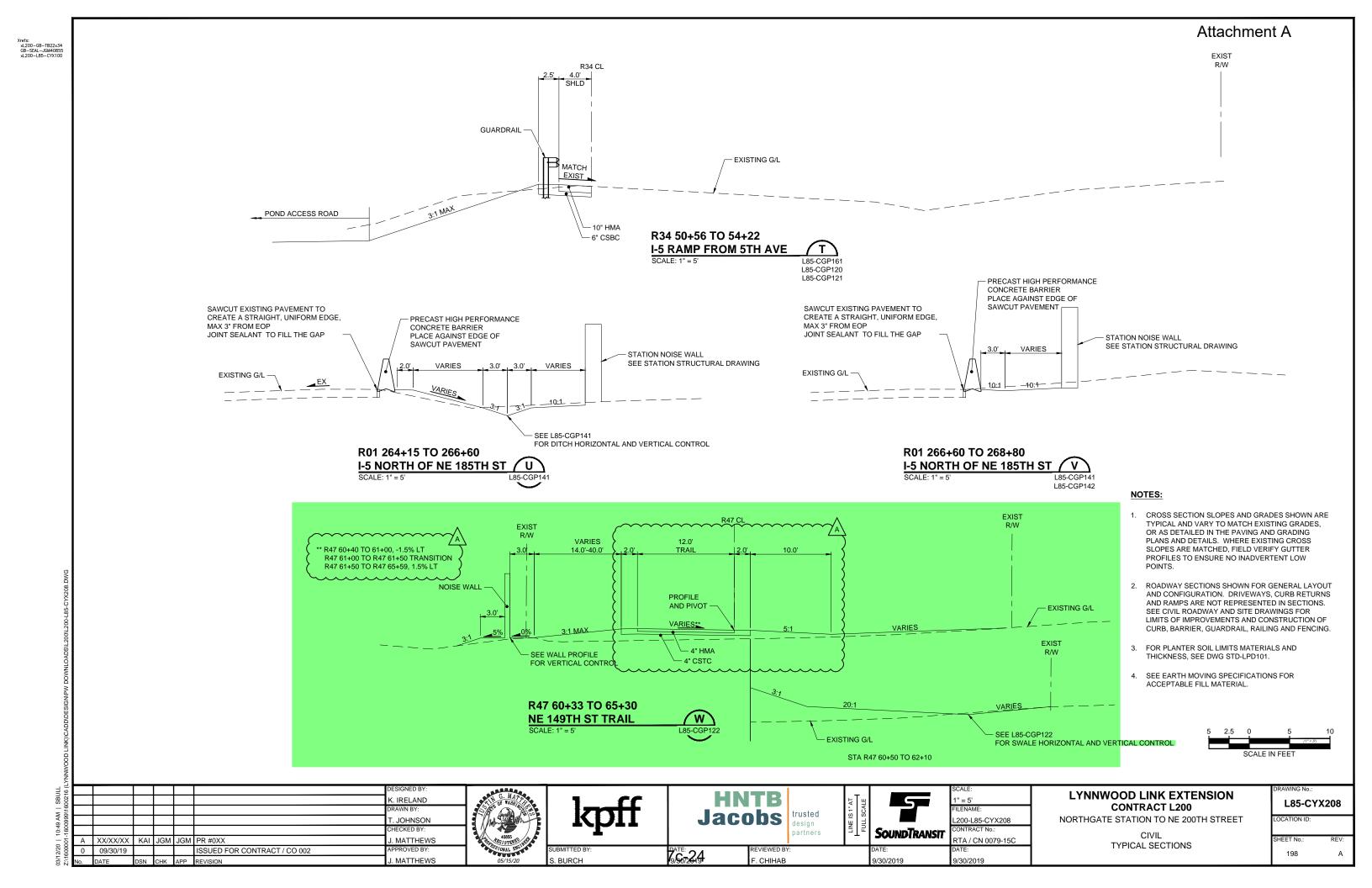
N 148TH NON-MOTORIZED BRIDGE

CITY OF SHORELINE

PHASE I ALIGNMENT / RIGHT OF WAY PLAN

RAWING NO.	AR111
ROJECT NO.	9263
ED AID NO.	XXXX
ATE:	6/15/2022
HEET NO	OF

Attachment A **Exhibit D - LLE Project Proposed Modifications** Delete -I-5 NB Add -Clarifying Notes -**Blue Text Boxes** R34 59+00 - CLEARING AND GRUBBING LIMITS (TYP) R47 62+27/37, 53.61' RT R42 10+74.18, 0.50' LT R47 61+67 34, 54 52' RT R42 10+46.09, 11.08' RT R47/64+44.07, 74.97' RT FENCE REMOVAL LIMITS R47 61+59.93, 87/30' RT LANDSCAPE PROTECTION FENCING. SEE DETAIL 1, L85-eLMD200 UL161.1 MATCHLINE NB 1553+50 SEE DWG L85-eCXP164 R47 63+52.18, 128.97' RT **KEY NOTES:** FOR DEMOLITION AND REMOVAL NOTES AND LEGEND, 1. PROTECT EXISTING BARRIER TO REMAIN SEE SHEET L85-eCXN001 10. PROTECT EXISTING FENCE TO REMAIN. House demo by separate permit KEY NOTES CONT'D: **KEY NOTES CONT'D:** See EW Permits for zone 3 11. PROTECT EXISTING BUILDING TO REMAIN 22. REMOVE BUILDING STRUCTURE AND FOUNDATION. DEV19-0213 and ROW19-018 45. REMOVE BRICK/CONCRETE PAVERS. 12. PROTECT EXISTING MAILBOX TO REMAIN. 23. REMOVE EXISTING RETAINING WALL. 46. REMOVE MAILBOX(S), SEE MAILBOX SCHEDULE DWG L85-eCXD100 **KEY NOTES CONT'D:** 15. REMOVE ASPHALT CONCRETE PAVEMENT 24. REMOVE ROCKERY. 38. REMOVE TREES, LANDSCAPING AND VEGETATION WITHIN CLEARING 47. REMOVE MISC. STRUCTURES (SHED, CARPORT, GAZEBO, CANOPY AND GRUBBING LIMITS. GREENHOUSE, DOG KENNEL). 16. REMOVE CEMENT CONCRETE SIDEWALK OR DRIVEWAY. 25. REMOVE NOISE WALL 39. REMOVE MASONRY PLANTER AND FOUNDATION. 19. REMOVE GRAVEL OR QUARRY SPALLS. 28. REMOVE CHAIN LINK FENCE. POST AND FOUNDATIONS. 40. REMOVE WOODEN DECK STRUCTURE 20. SAWCUT EXISTING PAVEMENT 29. REMOVE WOOD FENCE, POSTS AND FOUNDATIONS. LYNNWOOD LINK EXTENSION L85-eCXP122 **CONTRACT L200** Jacobs trusted L200-L85-ECXP122 NORTHGATE STATION TO NE 200TH STREET design **SOUNDTRANSIT** J. MATTHEWS DEMOLITION AND REMOVAL PLAN ISSUED FOR CONTRACT / CO 002 201 NB 1553+50 TO NB 1559+50 J. MATTHEWS



Attachment A I-5 NB END GUARDRAIL TYPE 31 BEGIN GUARDRAIL ANCHOR R34 56+00 R34 58+00 I-5 NB ON-RAMP SIDEWALK LIMITS EXTEND FROM WALL TO FACE OF STRUCTURE SEE DWG N15-SPF111 145TH STATION SEE DWG L85-ASP100 THRU DWG N15-SPF115 SB J 1548+00 SB K 1552+00 Zone 3 NB 1548+00 BRT CURB HEIGHT TRANSITION AREA SEE L85-CPD401 AND L85-CPD402 FOR LOCATION STATION HARDSCAPE SEE BRT CURB HE/GHT DWGS L85-LSP100 THRU TRANSITION AREA AND DETAILS -SEE L85-CPD403 AND L85-CPD406 FOR LOCATION AND DETAILS L85-LSP109 -(51) - STATION HARDSCAPE SEE DWGS L85-LSP100 THRU L85-LSP109 REFORM WALL N153 R374400

NOTES:

CIP WALL

LENGTH

126.50

NOTES

CONTROL LINE

AT FACE OF

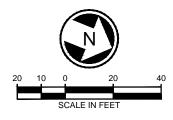
WALL

SEE DWG N15-SPF116

1. FOR ROADWAY AND SITE PLAN NOTES, SEE SHEET L85-CRN001.

KEY NOTES:

- 4. INSTALL BEAM GUARDRAIL TYPE 31 IN ACCORDANCE WITH WSDOT STD PLAN C-20-10-03.
- 7. INSTALL BEAM GUARDRAIL (TYPE 31) ANCHOR TYPE 10 IN ACCORDANCE WITH WSDOT STD PLAN C-23.60-03.
- 41. SAWCUT LINE, SEE CIVIL DEMOLITION AND REMOVAL DRAWINGS.
- 51. CONSTRUCT TYPE 410C CURB IN ACCORDANCE WITH CITY OF SEATTLE STD PLAN 410.
- $97.\,$ CONSTRUCT SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309



ZO, NO. BY

JON.CUR							DESIGNED BY:
ž L							
옥 L							K. IRELAND
B.	D	01/31/21	KAI	JGM	JGM	PRC 0269 - AAA DEVELOPMENT COORDINATION	DRAWN BY:
Ę	С	09/29/21	KAI	JGM	JGM	PRC 0229 - SCL ZONES 3 & 4 REVISIONS	T. JOHNSON
ADDLIB\PWHNTB	В	08/17/20	KAI	JGM	JGM	PR #050 - 145TH BRT REVISIONS	CHECKED BY:
	Α	06/26/20	KAI	JGM	JGM	PR # 039 - ZONE 4 PERMIT REVISIONS	J. MATTHEWS
ADI	0	09/30/19				ISSUED FOR CONTRACT / CO 002	APPROVED BY:
S S	lo.	DATE	DSN	CHK	APP	REVISION	J. MATTHEWS

WALL CURVE TABLE A

STA-OFFSET

NB 1547+85.04, 90.34' RT

NB 1548+01.86, 63.90' RT

NB 1548+22.57, 39.74' RT

NB 1548+46.69,19.32' RT

NB 1548+73.64, 2.83' RT

TANGENT

65.31

RADIUS

206.16

DELTA

35°09'30"

POINT

POB/PC

1/4

1/2

3/4

PT/AP



kptt





5
SOUNDTRANSIT

	SCALE:
	1" = 20'
	FILENAME:
	L200-L85-CRP121
ı	CONTRACT No.:
	RTA / CN 0079-15C

L85-SWP977

LYNNWOOD LINK EXTENSION **CONTRACT L200**

NB 1547+75 TO NB 1553+50

Zone 4

ROADWAY AND SITE PLAN

L85-CF	RP121
LOCATION ID:	
N14/N1	5/N16
SHEET No.:	REV:
223	D

7<u>5-25</u>

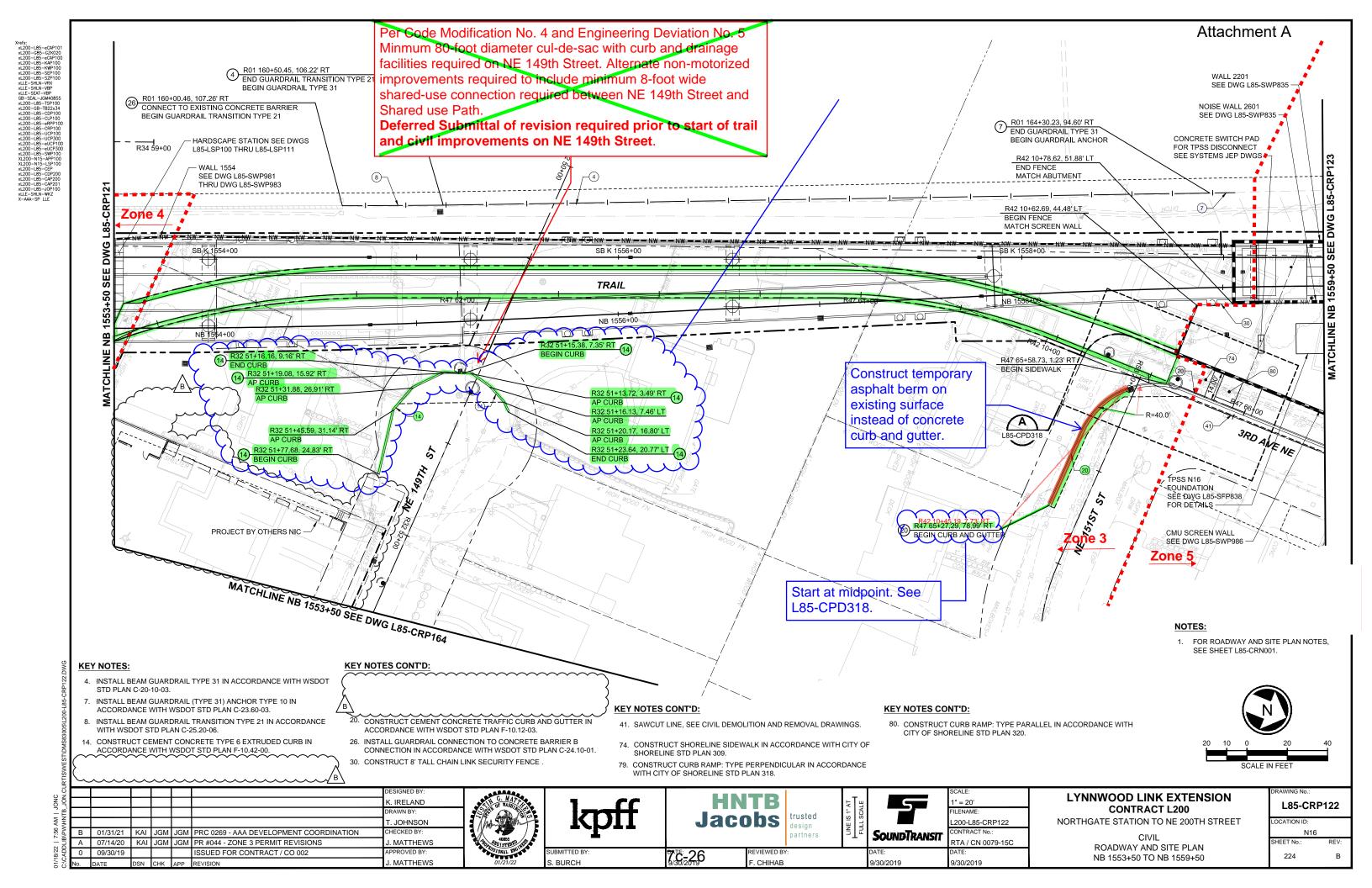
SEE DWG L85-CPD400 FOR CURB HORIZONTAL AND VERTICAL CONTROL (TYP)

MATCHLINE SEE DWG L85-CRP163

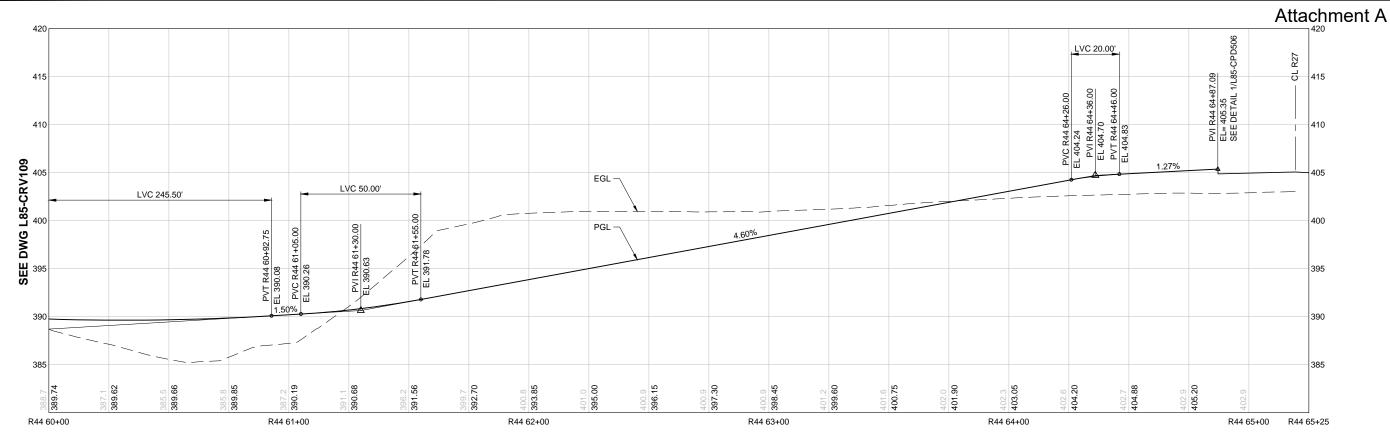
F. CHIHAB

9/30/2019

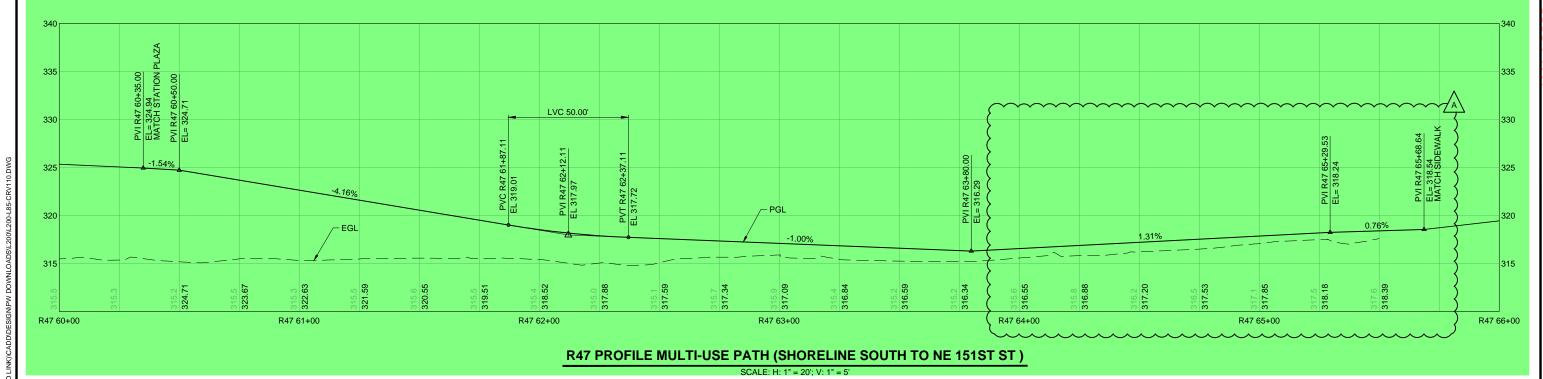
NORTHGATE STATION TO NE 200TH STREET



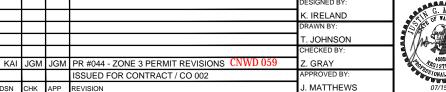




R44 PROFILE MULTI-USE PATH (NE 180TH ST TO 5TH AVE NE)



09/30/19





kpff
AITTED BV:

S. BURCH



F. CHIHAB

SOUNDTRANSIT

9/30/2019

H: 1" = 20'; V: 1" = 5' L200-L85-CRV110 RTA / CN 0079-15C

LYNNWOOD LINK EXTENSION **CONTRACT L200**

NORTHGATE STATION TO NE 200TH STREET CIVIL ROADWAY PROFILES

DIGWING No.:
L85-CRV110
LOCATION ID:
N16

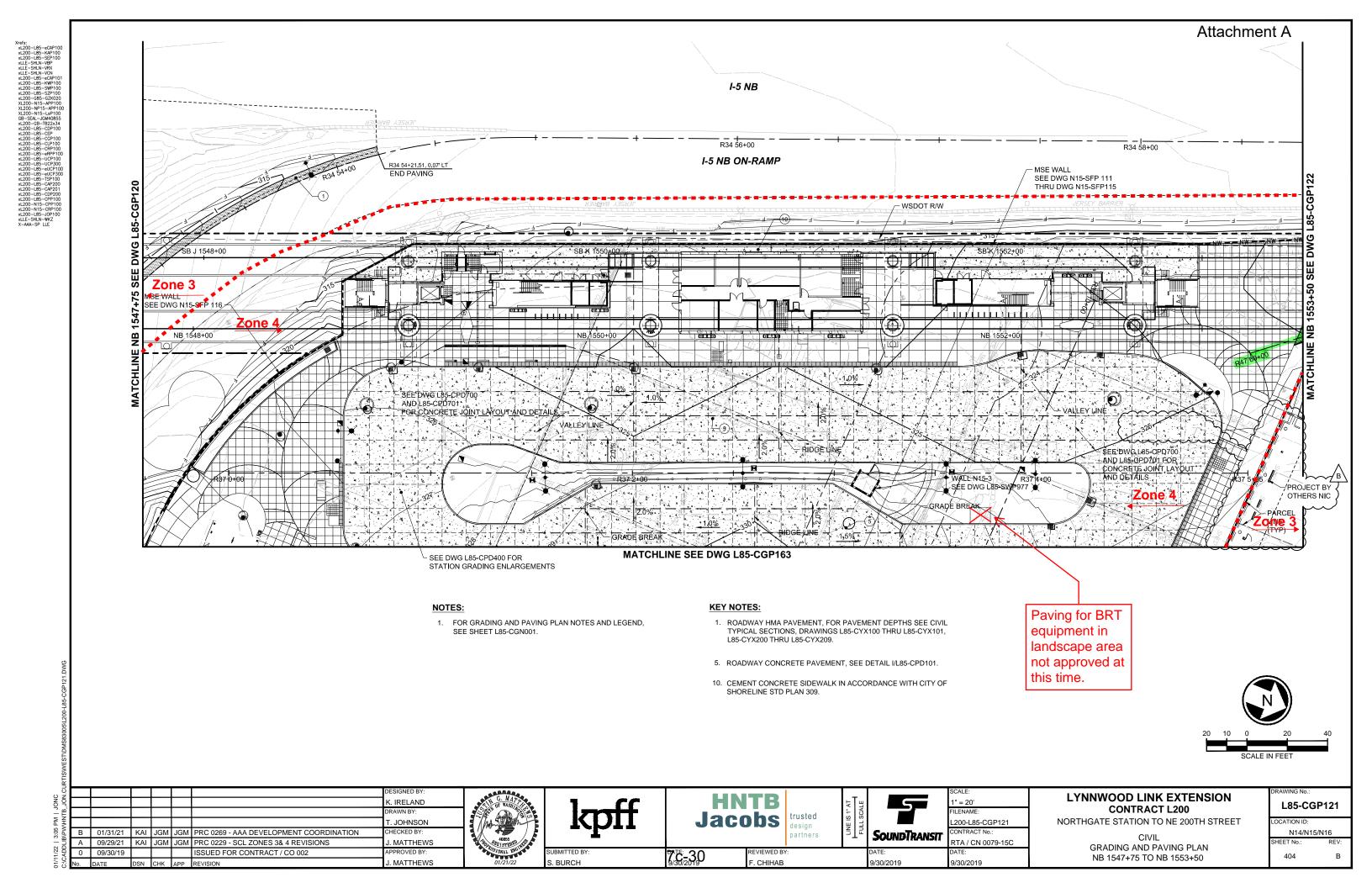
283 NE 180TH ST TO NE 185TH ST MULTIUSE PATH

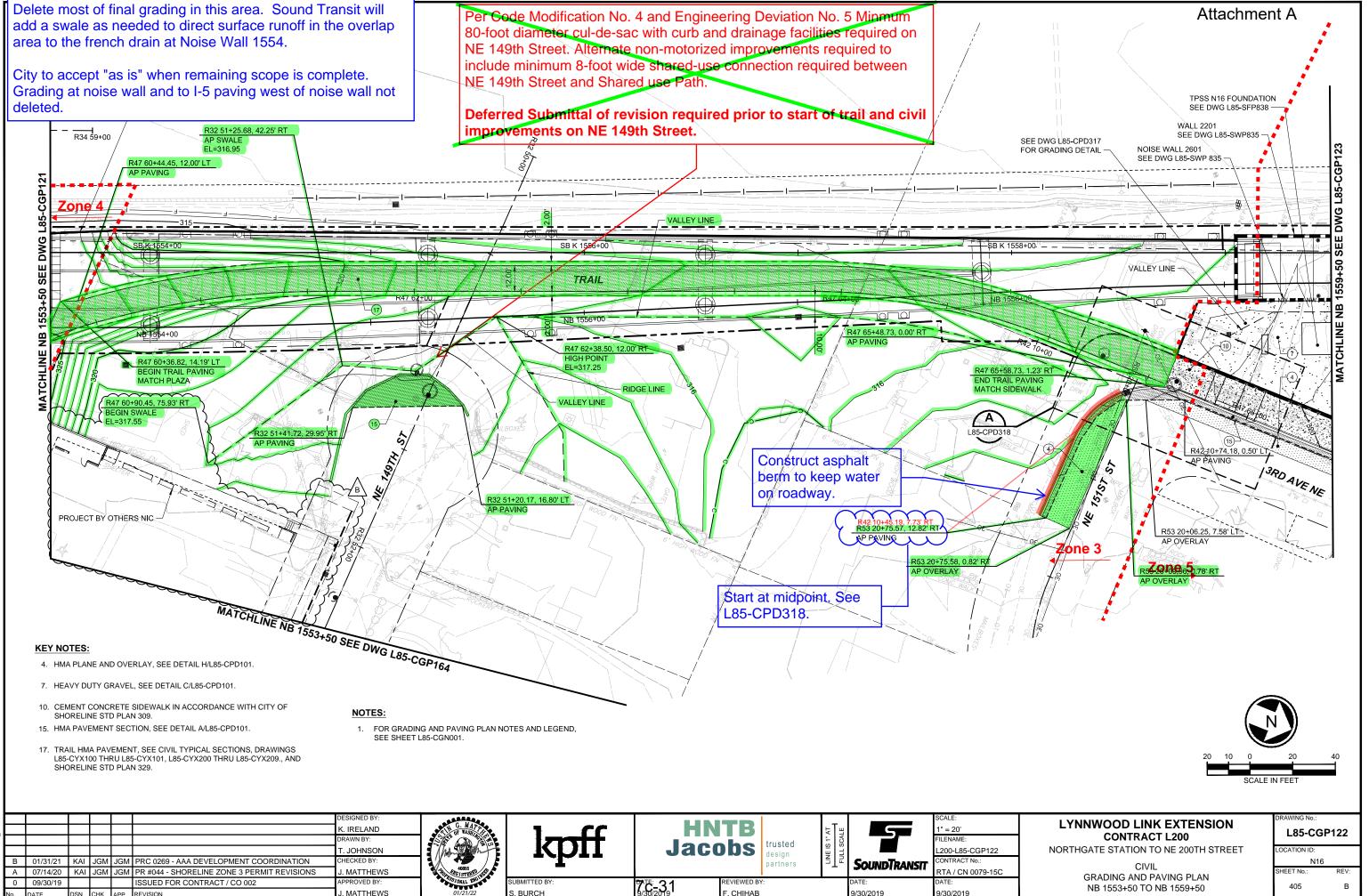
Attachment A **1-5 NB**∂ ZONE 3 I-5 NB ON-RAMP SB K 1550+00 SB K 1552+00 mm mm mumm mmm mmm R-67— NB 1550+00 NB 1552+00 PWS10 PWS10 R37 2+62.00, 29.00' LT R37 0+90.00, 0.00' LT (TWA6) PW9 PW9 R37 4+00 R37 2+00 PWS10 R37 2+63.00, 30.50' RT (TWA9) ZONE 3 MATCH LINE SEE DWG L85-CMP163 PW9 Deletions in background only - shared use path. **CONSTRUCTION NOTES:** "NO PARKING" SYMBOL 1' OFFSET FROM FACE OF CURB AT 10' No revisions to signs or pavement markings. NOTES: 1. FOR GENERAL NOTES SEE SHEET L85-CMN001 HNTB Jacobs LYNNWOOD LINK EXTENSION T. HUA L85-CMP121 **CONTRACT L200** trusted NORTHGATE STATION TO NE 200TH STREET R. GREENLEE 200-L85-CMP121 design N14/N15/N16 SOUNDTRANSIT J. GOH RTA / CN 0079-15C PAVEMENT MARKING & SIGNAGE DETAIL NB 1547+75 TO NB 1553+50

7<u>5-28</u>

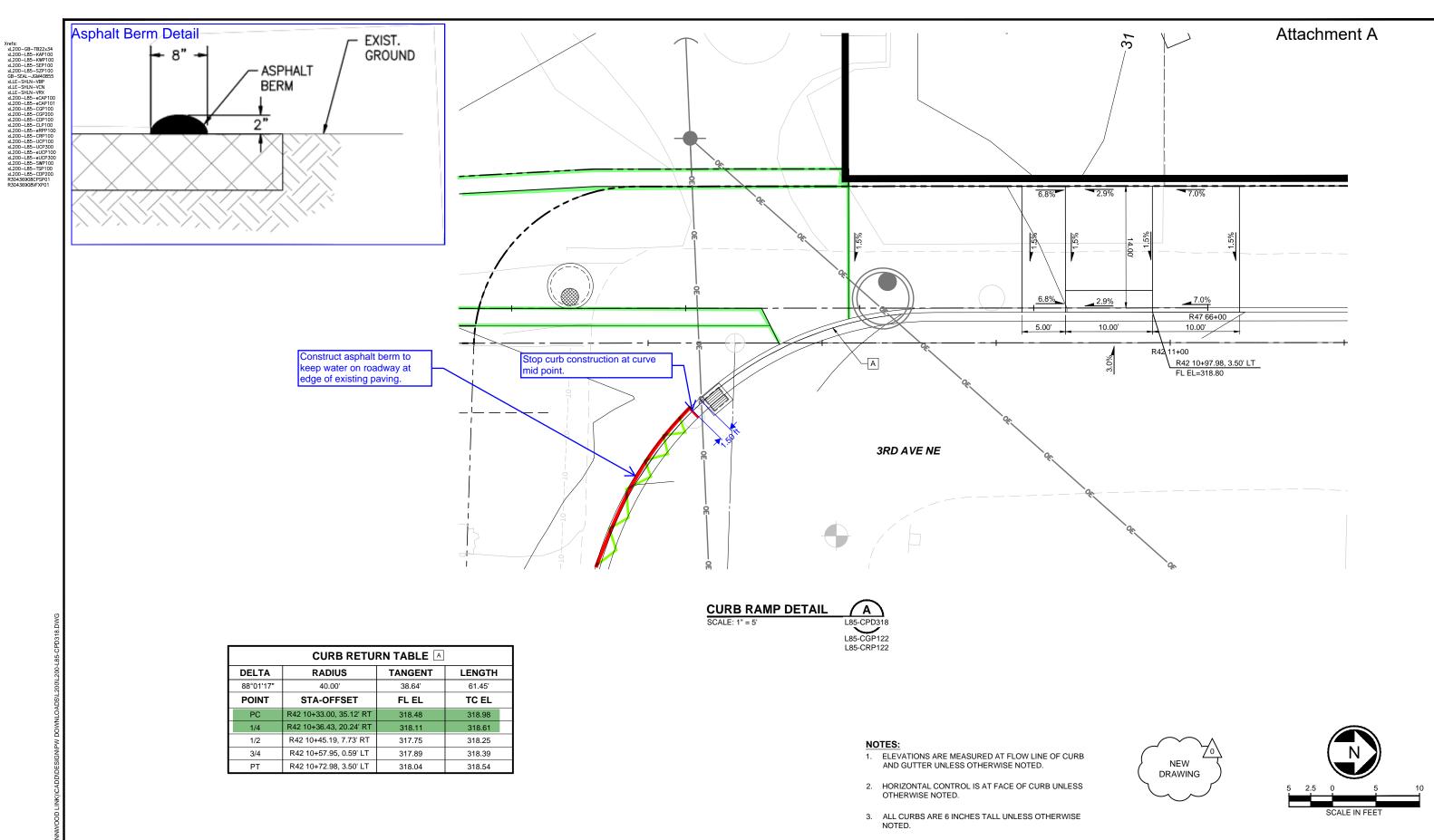
SSUED FOR CONTRACT

Deletions in background only - shared use path. No revisions to signs or pavement markings. Deletions in background of shared use path, portion of 151st curb, and Per Code Modification No. 4 and Engineering Deviation No. 5 Minmun cul-de-sac restoration. No revisions 80-foot diameter cul-de-sac with curb and drainage facilities required on to signs or pavement markings. NE 149th Street. Alternate non-motorized improvements required to include minimum 8-foot wide shared-use connection required between NE 149th Street and Shared use Path. Deferred Submittal of revision required prior to start of trail and civil improvements on NE 149th Street. MATCH LINE NB 1559+50 SEE DWG L85-CMP123 ZONE 4 ZONE 3 NOTES: 1. FOR GENERAL NOTES SEE SHEET L85-CMN001 HNTB Jacobs LYNNWOOD LINK EXTENSION T. HUA L85-CMP122 **CONTRACT L200** trusted NORTHGATE STATION TO NE 200TH STREET 200-L85-CMP122 **SOUNDTRANSIT** I GOH RTA / CN 0079-15C PAVEMENT MARKING & SIGNAGE DETAIL NB 1553+50 TO NB 1559+50 SSUED FOR CONTRACT





01/18/22 | 8:01 AM | JONC



07/14/20 KAI JGM JGM PR # 044 - SHORELINE ZONE 3 PERMIT REVISIONS



K. IRELAND

J. MATTHEWS

J. MATTHEWS



S. BURCH



F. CHIHAB

767232

9/30/2019

L200-L85-CPD318 SOUNDTRANSIT RTA / CN 0079-15C

LYNNWOOD LINK EXTENSION **CONTRACT L200**

NORTHGATE STATION TO NE 200TH STREET

CIVIL PAVING AND GRADING DETAILS

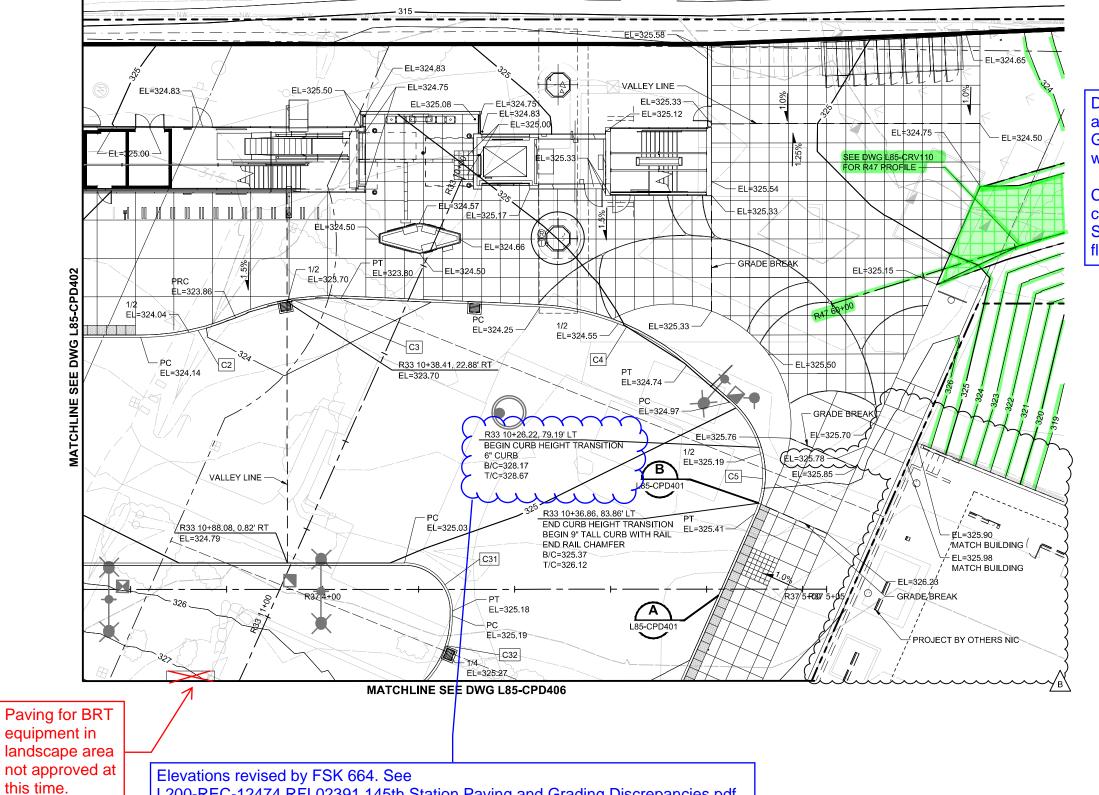
DRAWING No.:	
L85-CF	D318
LOCATION ID:	
N1	6
SHEET No.:	REV:
484A	0

Attachment A NOTES:

- 1. ELEVATIONS ARE MEASURED AT FLOW LINE OF CURB AND GUTTER UNLESS OTHERWISE NOTED.
- 2. HORIZONTAL CONTROL IS AT FACE OF CURB UNLESS
- 3. ALL CURBS ARE 6 INCHES TALL UNLESS OTHERWISE

Delete most of final grading in this area. City to accept "as is" when remaining scope is complete. Grading at noise wall and to I-5 paving west of noise wall not deleted.

City contractor needs to know "as built" - Field coordination of remaining grade adjustments by Sound Transit contractor - edges and duct bank, and flow control in interim condition.







L200-REC-12474 RFI 02391 145th Station Paving and Grading Discrepancies.pdf

						DESIGNED BY:
						K. IRELAND
						DRAWN BY:
						T. JOHNSON
В	01/31/21	KAI	JGM	JGM	PRC 0269 - AAA DEVELOPMENT COORDINATION	CHECKED BY:
Α	08/17/20	KAI	JGM	JGM	PR #050 - 145TH BRT REVISIONS	J. MATTHEWS
0	09/30/19				ISSUED FOR CONTRACT / CO 002	APPROVED BY:
No.	DATE	DSN	CHK	APP	REVISION	J. MATTHEWS







FULL SCALE	Sound

	SCALE:
	1" = 10'
	FILENAME:
	L200-L85-CPD403
SoundTransit	CONTRACT No.:
SOUND! MANS!!	RTA / CN 0079-15C
DATE:	DATE:
9/30/2019	9/30/2019

LYNNWOOD LINK EXTENSION **CONTRACT L200**

NORTHGATE STATION TO NE 200TH STREET

CIVIL PAVING AND GRADING DETAILS 148TH STREET PARKING GARAGE AND STATION L85-CPD403

N14/N15/N16

Jacobs

F. CHIHAB

76,34

trusted

desian

partners

SOUNDTRANSIT

RTA / CN 00/4/13/0/1

L85-CDP221

N14/N15/N16

578

CONTRACT L200

NORTHGATE STATION TO NE 200TH STREET

CIVIL - DRAINAGE

DRAINAGE PLAN

08/17/20

06/26/20

09/30/19

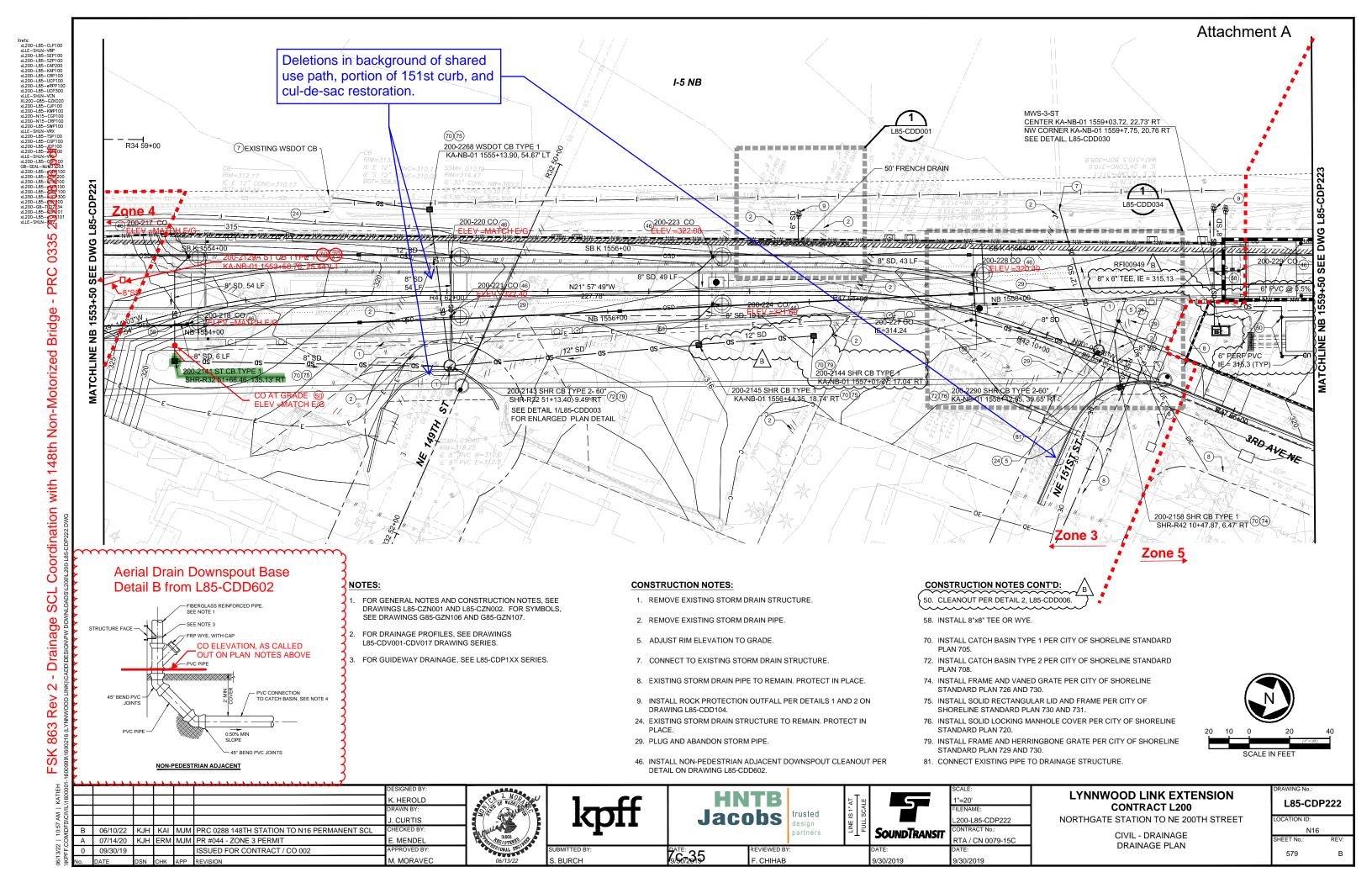
KJH ERM MJM PR #050 - 145TH BRT REVISIONS C

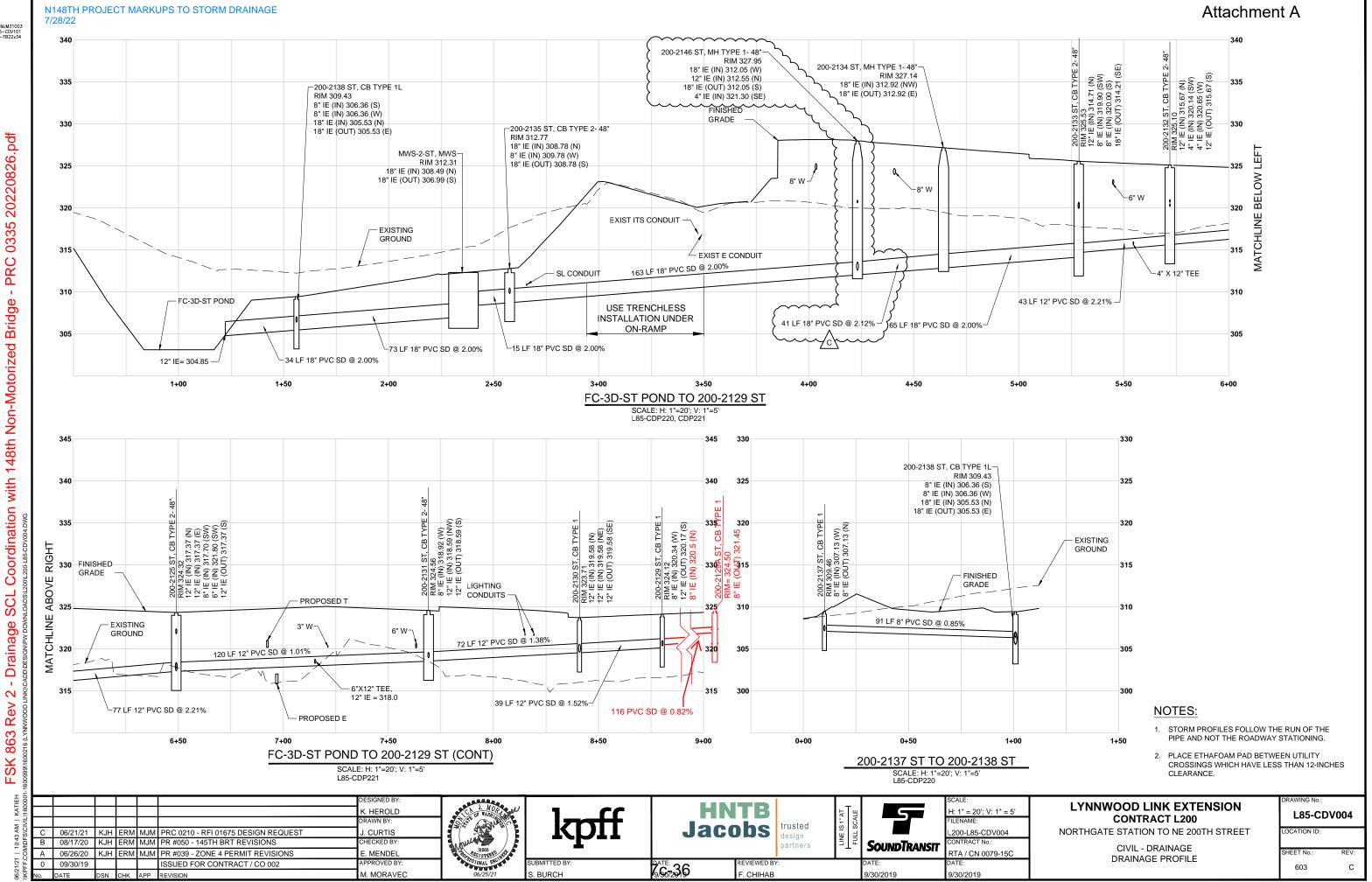
KJH ERM MJM PR #039 - ZONE 4 PERMIT REVISIONS

ISSUED FOR CONTRACT / CO 002

E. MENDEI

M. MORAVEC

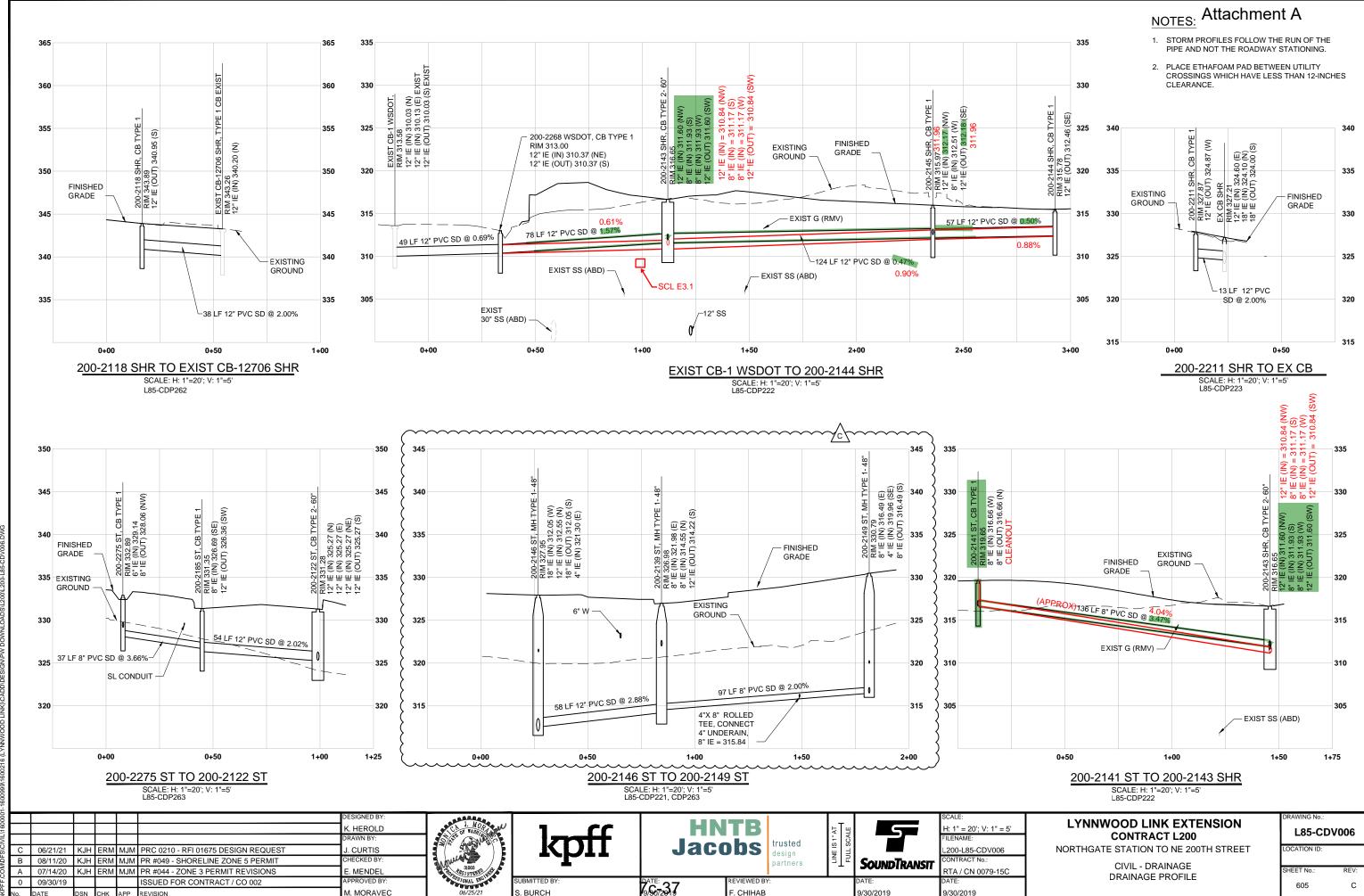


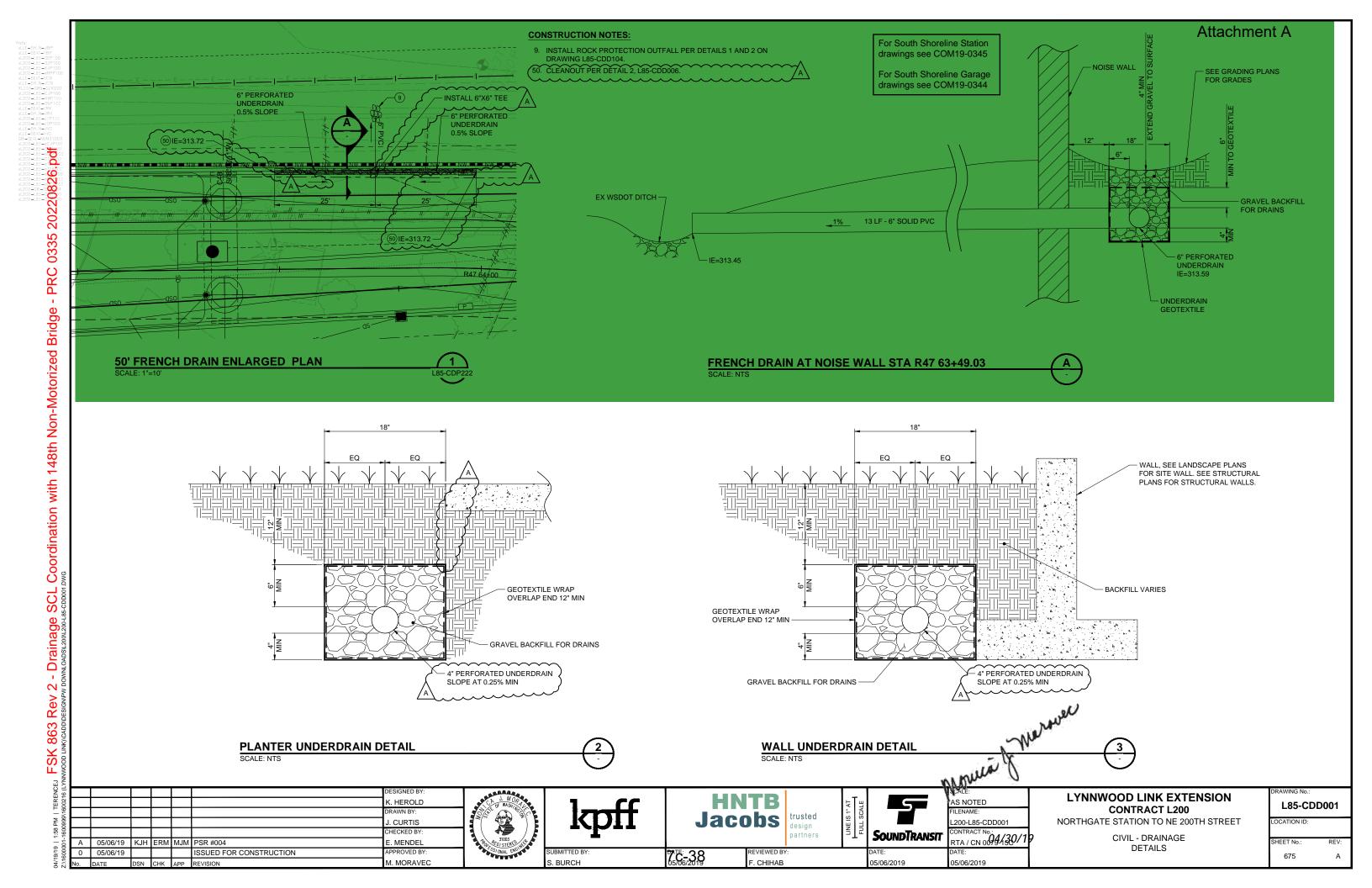


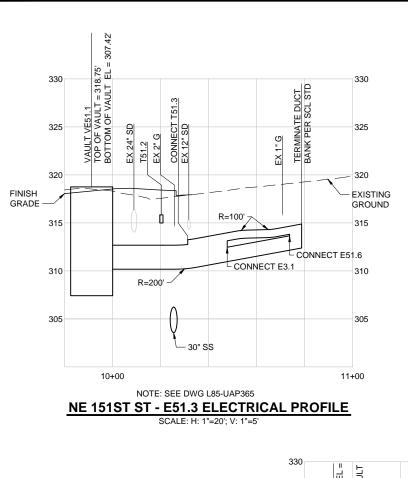
SCL Coordination with 148th Non-Motorized Bridge - PRC 0335 20220826.pdf

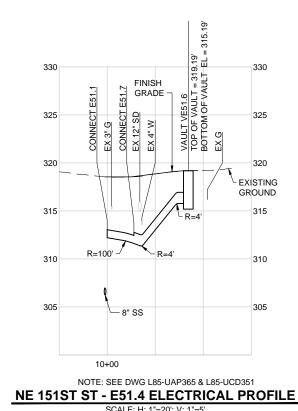
- Drainage

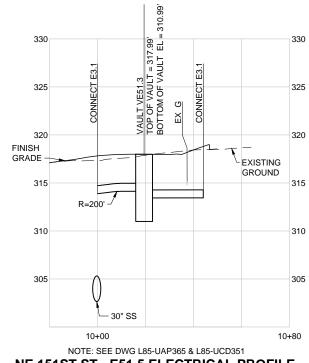
FSK 863 Rev 2

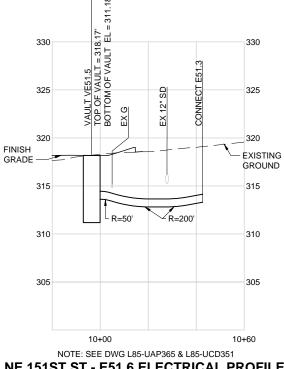












Attachment A

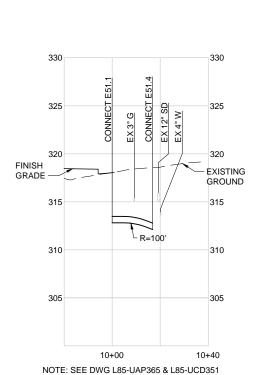
NE 151ST ST - E51.5 ELECTRICAL PROFILE

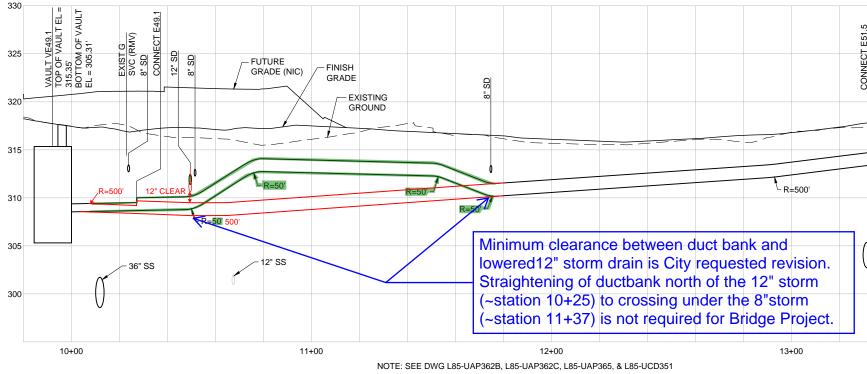
NE 151ST ST - E51.6 ELECTRICAL PROFILE

R=50'

14+00

R=20'





NE 151ST ST - E51.7 ELECTRICAL PROFILE SCALE: H: 1"=20'; V: 1"=5'

NOTE: SEE DWG L85-UAP362B, L85-UAP362C, L85-UAP365, & L85-UCD351 **3RD AVE NE - E3.1 ELECTRICAL PROFILE**

SCALE: H: 1"=20'; V: 1"=5"



14+20

320

310

305

						DESIGNED BY:
						T. PARTINGTON
4						DRAWN BY:
						J. CURTIS
2						CHECKED BY:
						S. KIRBY
0	06/10/22	2			ISSUED FOR CONTRACT / PRC 0288 CNWD 184 R1	APPROVED BY:
No.	DATE	DSN	CHK	APP	REVISION	M. MORAVEC





M. EL-AARAG



W. KHALID



	SCALE:
5	H: 1" = 20'; V: 1" =
	FILENAME:
	L200-L85-UUV364
NDTRANSIT	CONTRACT No.:
ווכוואוועו	RTA / CN 0079-15
	DATE:

3/11/2022

LYNNWOOD LINK EXTENSION **CONTRACT L200**

R=200'

NORTHGATE STATION TO NE 200TH STREET UTILITY PROFILES DRY UTILITIES

L85-UUV3	64A
LOCATION ID:	
CLIEFT No.	DEV

937D

0

ST contractor access for landscape maintenance of B4 west of noise wall shall be maintained during Bridge Project construction.

IRRIGATION NOTES:

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR TEMPORARY IRRIGATION.
- WATER BAGS REQUIRED FOR (35) LARGE TREES SHOWN AS SYMBOLS ON THIS SHEET (DF, PD, PY,

Attachment A

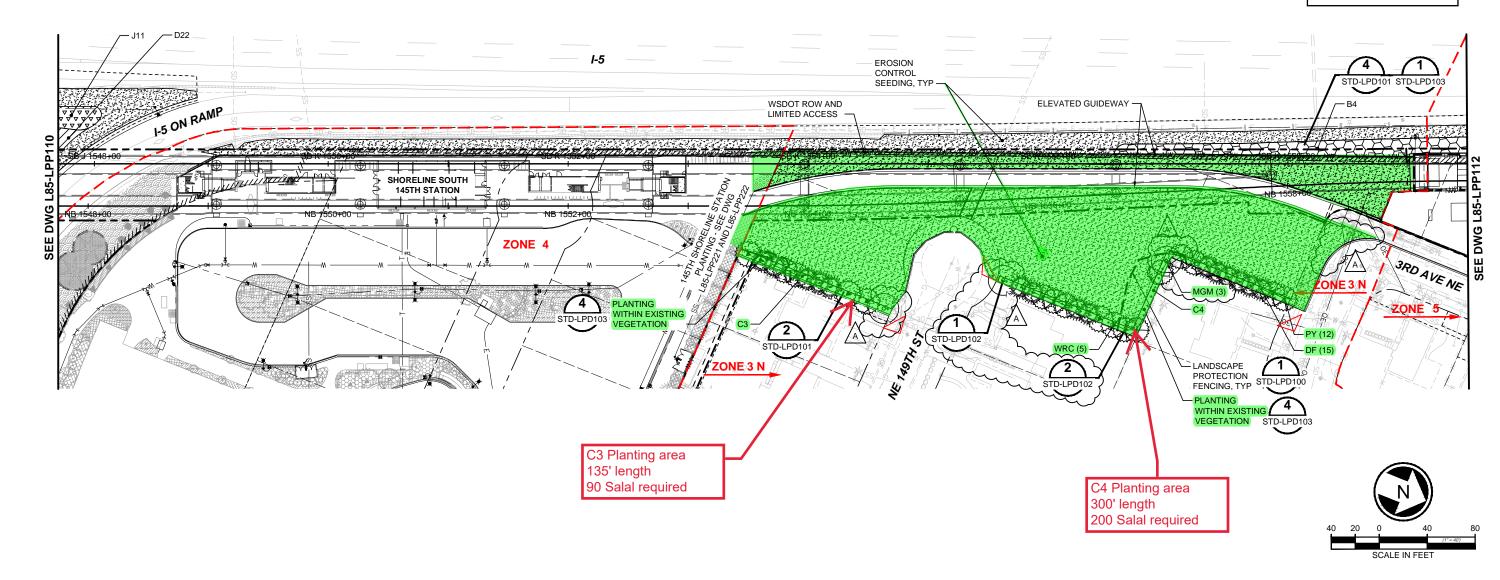
EACH PLANTING AREA IS ASSIGNED A REFERENCE NUMBER ON THE DRAWINGS EXAMPLE: A1

NOTES:

- SEE DRAWINGS L85-LPS101 THROUGH L85-LPS103 FOR PLANTING LEGENDS, SCHEDULES AND QUANTITIES. SEE CIVIL REMOVAL AND DEMOLITION PLANS FOR LANDSCAPE
- CLEARING AND GRUBBING. SEE DRAWING STD-LZN001 FOR GENERAL NOTES AND SETBACKS.
- SEE DRAWINGS L85-LPD101 THROUGH L85-LPD103, AND
- STD-LPD100 THROUGH STD-LPD103 FOR PLANTING DETAILS. WITHIN THE CITY OF SHORELINE, BEFORE INSTALLATION OF
- STREET TREES OCCURS, ANY SPECIES SUBSTITUTIONS MUST BE APPROVED BY THE CITY. ALLOW 20 DAYS FOR REVIEW. FOR PLANTING WITHIN EXISTING VEGETATION THE SOIL PREP
- WITHIN LANDSCAPE PROTECTION FENCING SHALL BE DONE ONLY AT INDIVIDUAL PLANTING PITS.
- FOR AREAS COMPACTED DUE TO CONSTRUCTION, AS IDENTIFIED BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL DECOMPACT AND PREPARE SOIL PER DETAIL 2, STD-LPD101.

For South Shoreline Station drawings see COM19-0345

For South Shoreline Garage drawings see COM19-0344



J. LOGAN . NGET JBL BME BME PR #0XX - PERMIT REVISIONS B. ELROD SSUED FOR CONTRACT / CO 002 B. ELROD

SIGHT DISTANCE TRIANGLES FOR PERMIT USE ONLY



Jacobs trusted design

F. CHIHAB

7°E-41

SOUNDTRANSIT

.200-L85-LPP111 RTA / CN 0079-15C

LYNNWOOD LINK EXTENSION **CONTRACT L200** NORTHGATE STATION TO NE 200TH STREET

PLANTING PLAN

CORRIDOR LANDSCAPING

L85-LPP111 N16

MIX B																							1
	ROOT	<u> </u>	<u> </u>			_				<u> </u>						\sim	\sim						
COMMON NAME	CONDITION	B1	B2	В3	B4	B5	В6	В7	B8	В9	B10	B11	B12	B13	B14	B15	B16	}					
BALDHIP ROSE	#1 CONT.	74	76	13	66	142	229	186	175	368	330	352	18	206	94	16	28	<u> </u>					
RED TWIG DOGWOOD	#2 CONT.	74	76	13	66	142	229	186	175	368	330	352	18	206	94	16	28	\vdash					
SNOWBERRY	#1 CONT.	74	76	13	66	142	229	186	175	368	330	352	18	206	94	16	28	<u> </u>					
THIMBLEBERRY	#1 CONT.	56	57	10	49	107	172	139	131	276	248	264	13	154	70	12	21	-					
TALL OREGON GRAPE	#2 CONT.	93	95	16	82	178	287	232	219	460	413	441	22	257	117	20	35	<u> </u>					
MIX C																							
WIIX C	ROOT			_																			
COMMON NAME	CONDITION	C1	C2	C3	C4 200	C5 124	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15	C16	C17 24	C18	C19			
SALAL	#1 CONT.	184	427	28	05	44	182	226	163	154	583	588	194	179	299	169	82	19	70	28			
SNOWBERRY	#5 CONT.	31	71	5	11	7	30	38	27	26	97	98	32	30	50	28	14	3	12	5			
TALL OREGON GRAPE	#5 CONT.	61	142	10	22	15	61	75	54	51	194	196	65	60	100	56	27	6	23	9			
THIMBLEBERRY	#5 CONT.	31	71	5	11	7	30	38	27	26	97	98	32	30	50	28	14	3	12	5			
PACIFIC WAX MYRTLE	#5 CONT.	60	142	10	22	15	61	75	54	51	194	196	65	60	100	56	27	6	23	9			
EVERGREEN HUCKLEBERRY	#5 CONT.	60	142	10	22	15	61	75	54	51	194	196	65	60	100	56	27	6	23	9			
							E						E					_					
MIX D	BOOT						<u> </u>						<u> </u>			\sim	<u></u>	E					
COMMON NAME	ROOT CONDITION	D1*	D2*	D3*	D4*	D5*		D7*	D8*	D9*	D10*	D11*	}	D13	D14		D16	, ,	D18*	D19	D20	D21	D22
BEAKED HAZELNUT	#5 CONT.	37	9	5	5	9 (31	14	7	5	13		36	3	<u> </u>	21	_ <	62	14	4	54	8
DWARF JAPANESE BLACK PINE	#5 CONT.	25	6	4	3	6)	21	9	4	3	9		24	2	>	14	_ <	41	9	3	36	5
RED ELDERBERRY	#5 CONT.	31	8	4	4	8	}	26	12	6	4	11		30	3	<u> </u>	18	_ <	51	12	4	45	7
VINE MAPLE	#5 CONT.	37	9	5	5	9		31	14	7	5	13		36	3	>	21	_ <	62	14	4	54	8
NOOTKA ROSE	#1 CONT.	92	23	13	11	23 (79	35	17	13	33		91	9		53	<	154	35	11	134	20
RED TWIG DOGWOOD	#2 CONT.	92	23	13	11	23 (79	35	17	13	33		91	9		53	<	154	35	11	134	20
SNOWBERRY	#1 CONT.	92	23	13	11	23 ()	79	35	17	13	33	}(91	9		53		154	35	11	134	20
TALL OREGON GRAPE	#2 CONT.	92	23	13	11	23		79	35	17	13	33	}	91	9		53		154	35	11	134	20
THIMBLEBERRY	#1 CONT.	92	23	13	11	23		79	35	17	13	33		91	9	<u></u>	53		154	35	11	134	20
SLENDER HINOKI FALSE CYPRESS	#5 CONT.	25	6	4	3	6 (}	21	9	4	3	9 (()	24	2		14		41	9	3	36	5
01111200		$\overline{}$					\sim						\sim			\sim	\mathcal{I}	\sim					
MIX E		<u> E</u>	7	_	/E																		
COMMON NAME	ROOT CONDITION	E1*	E2*	E3	4	E5	E6	E7	E8*	E9*													
EXCELSA WESTERN REDCEDAR	#5 CONT.	(24)	40	255	-	69	12	17	263	30													
CASCARA	#5 CONT.	$\begin{pmatrix} 2 \\ 4 \end{pmatrix}$	7	43	├ ──	12	2	3	44	5													
PACIFIC SUNSET MAPLE	B&B	(4)	7	43		12	2	3	44	5													
VANDERWOLF'S PYRAMIDAL	#5 CONT.	8	13	85	7	23	4	6	88	10													
PINE BEAKED HAZELNUT	#2 CONT.	24	40	255	-	69	12	17	263	30													
RED ELDERBERRY	#2 CONT.	24	40	255		69	12	17	263	30													
RED TWIG DOGWOOD	#2 CONT. (24	40	255		69	12	17	263	30													
TALL OREGON GRAPE	#2 CONT.	24	40	255	\	69	12	17	263	30													
VINE MAPLE	#2 CONT.	24	40	255	3	69	12	17	263	30													
) · · ·		~			· · ·															
MIX F			Æ																				
COMMON NAME	ROOT CONDITION	F1*	(F2*)	F3*	F4*	F5	F6	F7															
EXCELSA WESTERN REDCEDAR	#5 CONT.	17	62 }	53	16	165	30	20															
SHORE PINE	#5 CONT.	17	62 <	53	16	165	30	20															
NORWEGIAN SUNSET MAPLE	B&B	4	15 \	13	4	41	7	5															
PACIFIC DOGWOOD	B&B	4	15	13	4	41	7	5															
BEAKED HAZELNUT	#2 CONT.	25	93)	79	24	247	44	30															
PACIFIC WAX MYRTLE	#2 CONT.	25	93 2	79	24	247	44	30															
RED ELDERBERRY	#2 CONT.	25	93 2	79	24	247	44	30															
TALL OREGON GRAPE	#2 CONT.	25	93 {	79	24	247	44	30															
VINE MAPLE	#2 CONT.	25	93 {	79	24	247	44	30															
			$\overline{\Box}$																		_		

B. ELROD

SYM QTY BOTANICAL NAME **COMMON NAME** ABV SIZE / REMARKS 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; (AU) ARBUTUS UNEDO STRAWBERRY TREE AU STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE CALOCEDRUS DECURRENS INCENSE CEDAR 6' HT; GROW BAG; FULL, WELL BRANCHED & WELL ${\tt ROOTED; STRAIGHT CENTRAL LEADER \& SINGLE\ TRUNK;}$ SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 TREE STAKES CORNUS KOUSA X NUTTALLII STARLIGHT DOGWOOD SD 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; • STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE STAKES 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' MAGNOLIA ACUMINATA BUTTERFLY MAGNOLIA BM BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE STAKES NYSSA SYLVATICA TUPFI O 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE 2.5" CAL: B&B: FULL. WELL BRANCHED & WELL ROOTED: NYSSA SYLVATICA 'DAVID AFTERBURNER BLACK STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ ODOM' TUPELO SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' PARROTIA PERSICA PERSIAN IRONWOOD BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE STAKES QUERCUS ROBUR X ALBA STREETSPIRE OAK SSO 2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ SYMMETRICAL BRANCHING HABIT; PROVIDE 3 TREE 4'-5' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; TAXODIUM DISTICHUM BALD CYPRESS STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES

CORRIDOR TREE SYMBOL SCHEDULE (CONTAITE Chment A

Reduce related tree counts on L85-LPS101 by:

5 – Western Red Cedar

3 - Metro Gold Hedge Maple

15 – Douglas Fir

12 - Incense Cedar

 * INDICATES PLANTS LISTED AS #5 CONT. TO BE #2 CONT.

PLANT QUANTITIES PER PLANTING AREA



7.5-42

(1)

L85-LPS102

REVIEWED BY SPU/WATER ENGINEERING: REVIEWED BY SPU/DRAINAGE:

trusted

design

F. CHIHAB

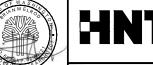
APPROVED BY SDOT STREET NITIALS AND DATE REVIEWED: REVISED AS-BUILTED:

SDOT PROJECT ADDRESS 100 NE 103RD ST

LYNNWOOD LINK EXTENSION

VAULT PLAN NO. 792-121 VAULT SERIAL NO.

JL BE BE PR #058 - SIP REVISIONS J. LOGAN D 12/08/20 LN BE BE CNRFP 025 10/26/20 JL BE BE CNRFP 022 PLANT QUANTITY REVISION . NGET B 10/12/20 LN BE BE 155TH SHORELINE FIRE STATION - CNWD 080 A 07/06/20 JL BE BE PR #040 - ZONE 11 PERMIT B FIROD ISSUED FOR CONTRACT / CO 002



Jacobs

SOUNDTRANSIT

200-L85-LPS102 RTA / CN 0079-15C

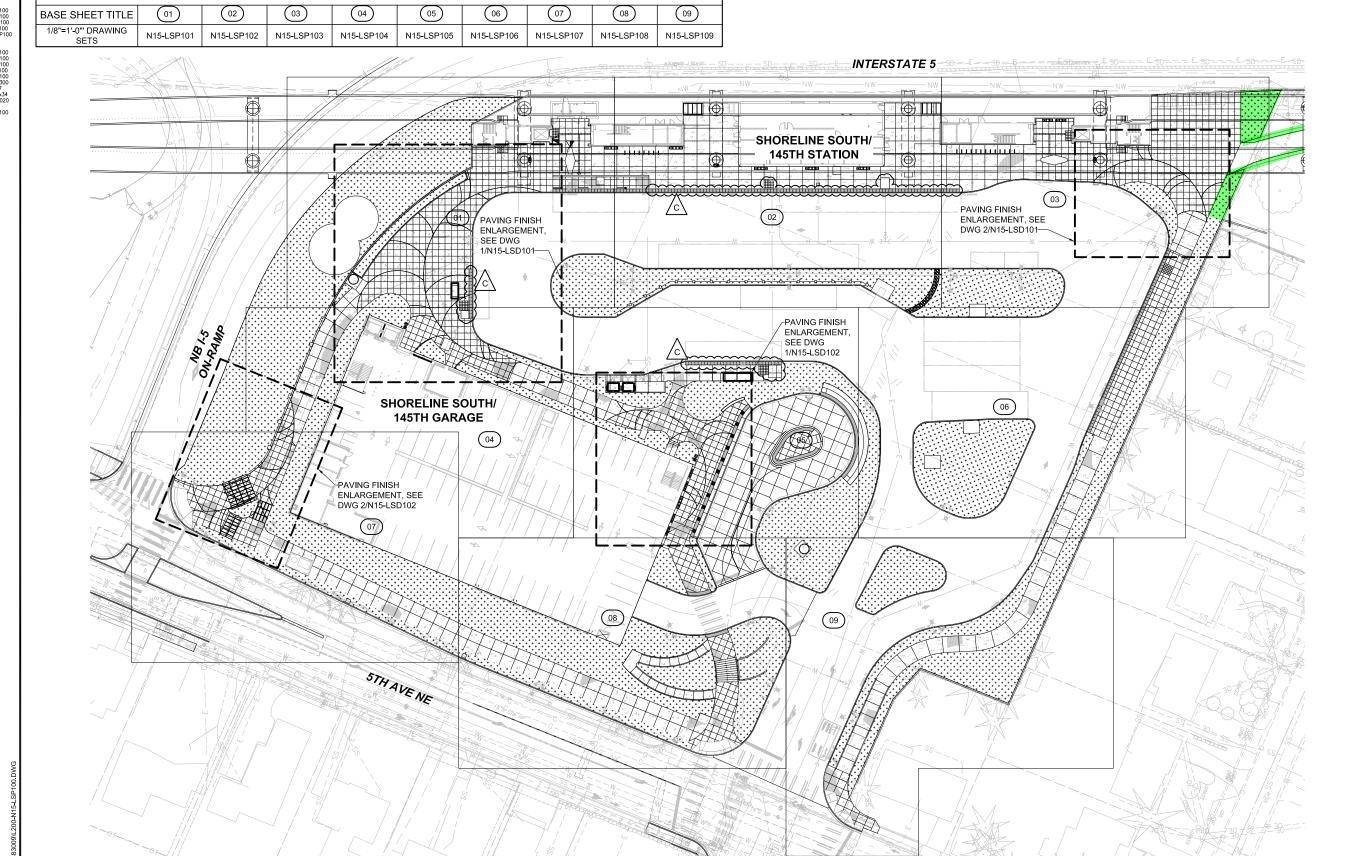
CONTRACT L200 NORTHGATE STATION TO NE 200TH STREET

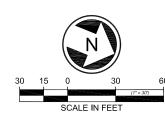
> CORRIDOR LANDSCAPING PLANT SCHEDULE

L85-LPS102 LOCATION ID

SHEET NO

Attachment A





						DESIGNED BY:	
						J. VONG	1
						DRAWN BY:	
С	07/09/21	JA	AL	JV	PRC 0217 TRUNCATED DOME PAVER DETAIL CNWD 131	M. WALTON	11.70
В	11/16/20	JA	AL	JV	WEATHER PROTECTION AT 145 GARAGE - CNWD093	CHECKED BY:	Πď
Α	08/21/20	JA	AL	JV	PR #050 - 145TH BRT REVISIONS CNWD 087	D. KOONTS	
0	09/30/19				ISSUED FOR CONTRACT / CO 002	APPROVED BY:	1
No.	DATE	DSN	СНК	APP	REVISION	J. VONG	İ



	HNTB Jacobs	trusted design partners
DATE:	REVIEWED BY	/ :

F. CHIHAB

7@=439



	SCALE:				
	1"=30'				
	FILENAME:				
	L200-N15-LS				
SoundTransit	CONTRACT No				
JOUNDINAMOII	RTA / CN 00				
DATE:	DATE:				
09/30/2019	09/30/2019				

LYNNWO	:	
LYMMWO)'	
C(AME:	
NORTHGATE S	N15-LSP100	
SHOBELINE SOLI	RACT No.:	
SHORELINE SOUT	CN 0079-15C	
LANDSCA		

INWOOD LINK EXTENSION IGATE S NE SOU

CONTRACT L200	N15-LSP1	00
STATION TO NE 200TH STREET	LOCATION ID:	
JTH/145TH STATION AND GARAGE	N15	
CAPE - HARDSCAPE PLAN	SHEET No.:	REV:
KEY MAP	1794	С

Attachment A **INTERSTATE 5** (32) FUTURE BICYCLE LOCKER-1 LOCATION (32) RETAINING WALL & NOISE SPÁCES), ABUT BACK TO EDGE OF NOISE WALL WALL, SEE DWG N15-SGP210 BENCH-1 (2) **SHORELINE SOUTH/ 145TH STATION** STD-LSD101 TRASH & RECYCLING RECEPTACLES N15-AVD201 TACTILE PATH PB-1 PAVERS, FUTURE BIKE LOCKER CONSOLE SEE DETAILS ON STD-AFD TACTILE PC-2 PAVERS AT ELEVATOR THRESHOLD GUIDEWAY 11) BICYCLE RACK-1 COLUMN, TYP (22 SPACES) (1) FUTURE - GUIDEWAY COLUMN BICYCLE STD-LSD100 FOOTING UNDER STD-LSD103 RACK-1 PAVEMENT, TYP (2 SPACES) N15-LSD10 4 **LEGEND** N15-LSD103 HMA, SEE CIVIL DWG L85-CRP122 (1) FUTURE 3'-0" OC PLANTING AREA - SEE BICYCLE PLANTING PLAN DWGS RACK-1B - (2) BICYCLE RACK-1B (4 SPACES) -N15-LPP220 THROUGH N15-LPP222 AND N15-LPP261 L85-SVD041 (2 SPACES) THROUGH N15-LPP263 EXTERIOR CONCRETE FINISH; 8'-0", TYP 4'-0", TYP 4'-1" 4'-2" 3'-10" 5" DEPTH CEMENT CONCRETE STD-LSD100 OVER 4" DEPTH OF CRUSHED SURFACE TOP COURSE BROOM FINISH TO BE PERPENDICULAR TO DIRECTION STD-LSD100 OF TRAVEL AS SHOWN, TYP SAWCUT CONCRETE STD-LSD100 POB FOR SCORING GRID ON DWG N15-LSP101 CONTROL JOINT N15-LSD103 LIGHT POLE, IN PLANTING TYP; TOP OF LIGHT POLE CONCRETE FOOTING & BOTTOM OF ANCHOR BASE & HANDHOLE TO BE ALIGN TRUNCATED DOME FLUSH WITH TOP OF MULCH; SEE DWG 1/N15-ELD900 PAVERS, PT-2 PAVERS FIRE HYDRANT, SEE DWG L85-UCP121-REINFORCED CONCRETE BEHIND TRUNCATED DOME PAVERS ONLY, **GENERAL NOTES:** SEE REINFORCED PLAZA SLAB DETAIL G/L85-CPD103 SEE DWG N15-LSD100 FOR ISOLATION JOINT 35'-0" LAYOUT DETAIL. EQ BOTTOM LEVEL OF GARAGE SHOWN. SEE CIVIL DWGS L85-CRP120 THROUGH L85-CRP121 FOR PAVING FINISH AND L85-CRP161 THROUGH L85-CRP163 FOR CURBS, CURB RAMPS, ROADWAY GEOMETRY AND **FNI ARGEMENT &** BRONZE STRIP LAYOUT. HORIZONTAL CONTROL OF THESE SITE SEE DWG 2/N15-LSD102 ELEMENTS.UNLESS OTHERWISE NOTED ALL ANGLES ARE 90 DEGREES. 4. UNLESS OTHERWISE NOTED ALL ANGLES ARE 90 TACTILE BOARDING PAD, PC-2 PAVERS IN STACKED BOND PATTERN, ORIENT DEGREES. CONTINUE CONTROL JOINTS TO EDGE OF ALL VAULTS, LIGHT POLE BASES, CURBS, PAVERS, HANDHOLES AND FOUNDATIONS. RIBS PARALLEL TO CURB, TYP 6. ALIGN UTILITY VAULTS, JUNCTION BOXES WITH N15-LSD103 ADJACENT CURBS AND CONTROL JOINTS. SCALE IN FEET **MATCHLINE SEE DWG N15-LSP106** VONG

В

09/30/19

M. WALTON

HECKED BY:

D. KOONTS

VONG

PPROVED BY:

JA AL JV PRC 0269 AAA DEVELOPMENT COORDINATION

ISSUED FOR CONTRACT / CO 002

07/09/21 JA AL JV PRC 0217 TRUNCATED DOME PAVER DETAIL

08/21/20 JA AL JV PR #050 - 145TH BRT REVISIONS

LANDSCAPE ARCHITECTURE

BURCH



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1/8"=1'-0" .200-N15-LSP103 ONTRACT No.: RTA / CN 0079-15C

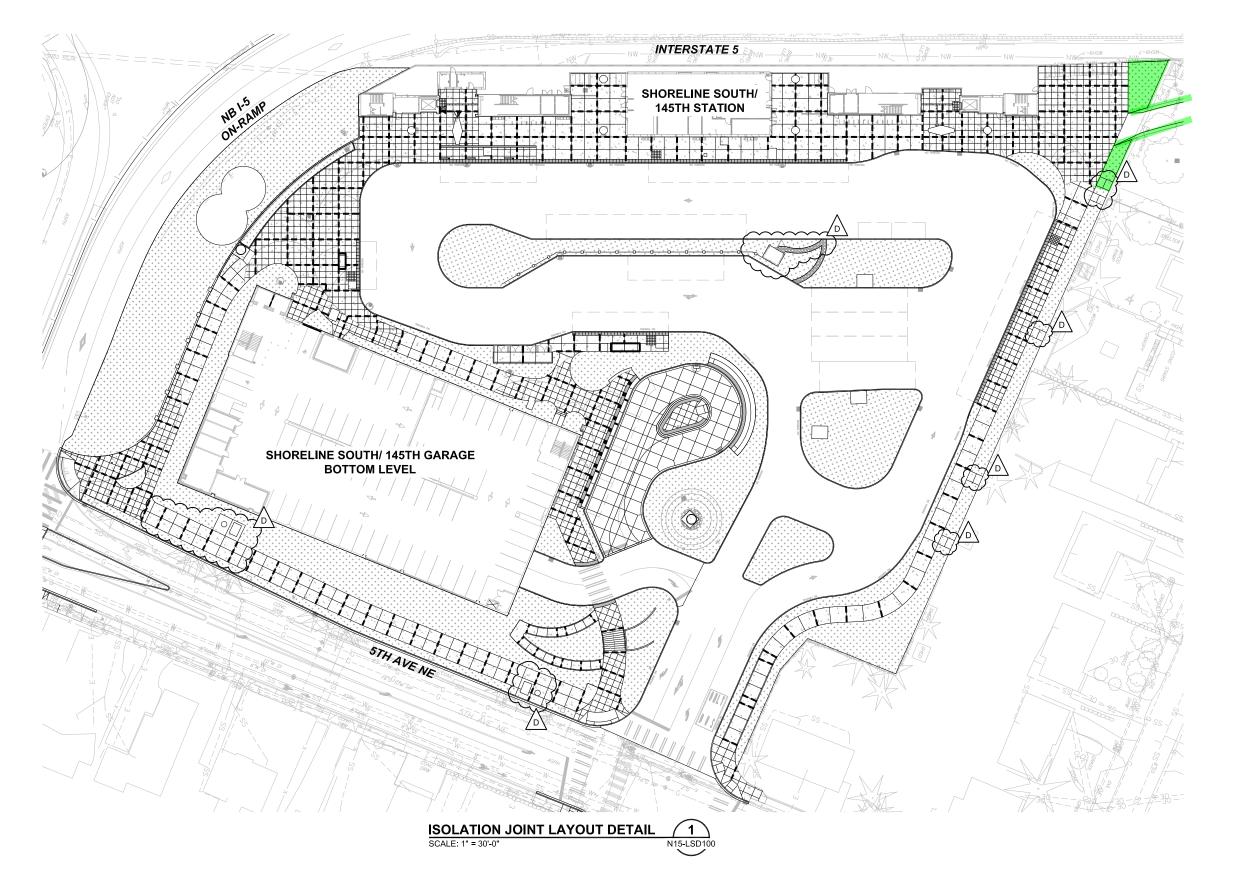
LYNNWOOD LINK EXTENSION **CONTRACT L200**

NORTHGATE STATION TO NE 200TH STREET

SHORELINE SOUTH/145TH STATION AND GARAGE LANDSCAPE - HARDSCAPE PLAN

N15-LSP103 LOCATION ID SHEET No.:

1797



Attachment A

LEGEND

PLANTING AREA - SEE PLANTING PLAN DWGS N15-LPP220 THROUGH N15-LPP222 AND N15-LPP261 THROUGH N15-LPP263



EXTERIOR CONCRETE FINISH



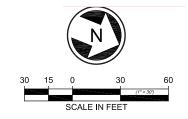
SAWCUT CONCRETE CONTROL JOINT



CONCRETE ISOLATION OR EXPANSION JOINT, SEE NOTES 1 & 2

GENERAL NOTES:

- USE AN EXPANSION JOINT WHERE CONCRETE PAVING MEETS RAMP, STEPS, OR CURB, SEE STANDARD DETAIL 2/STD-LSD100.
- 2. USE AN ISOLATION JOINT WHERE CONCRETE PAVING MEETS WALL, BUILDING, OR CONCRETE SEATWALL; SEE STANDARD DETAIL 2/STD-LSD100.
- 3. SEE CIVIL DWGS L85-CDP401 THROUGH L85-CDP409 FOR JOINTING OR CONCRETE WITHIN VEHICLE AREAS.
- 4. BOTTOM LEVEL OF GARAGE SHOWN.
- 5. SEE CIVIL DWGS L85-CRP120 THROUGH L85-CRP121 AND L85-CRP161 THROUGH L85-CRP163 FOR CURBS, CURB RAMPS, ROADWAY GEOMETRY AND HORIZONTAL CONTROL OF THESE SITE ELEMENTS.
- 6. SEE DETAIL 3/L85-SVD041 FOR JOINTING ADJACENT TO GUIDEWAY COLUMNS.



						DESIGNED BY:
						J. VONG
D	01/21/22	JA	AL	JV	PRC 0269 AAA DEVELOPMENT COORDINATION	DRAWN BY:
С	07/09/21	JA	AL	JV	PRC 0217 TRUNCATED DOME PAVER DETAIL	M. WALTON
В	11/16/20	JA	AL	JV	WEATHER PROTECTION AT 145 GARAGE - CNWD093	CHECKED BY:
Α	08/17/20	JA	AL	JV	PR #050 - 145TH BRT REVISIONS	D. KOONTS
0	09/30/19				ISSUED FOR CONTRACT / CO 002	APPROVED BY:
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'	RTA / CN 0079-15C
	DATE:
	09/30/2019

LYNNWOOD LINK EXTENSION **CONTRACT L200**

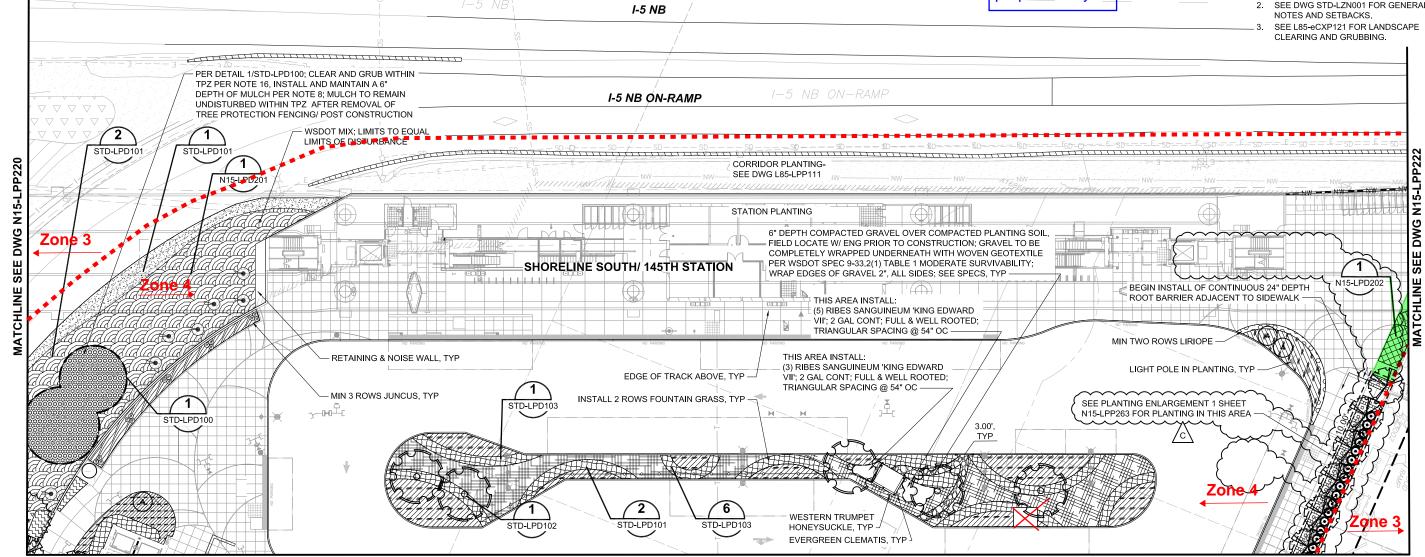
NORTHGATE STATION TO NE 200TH STREET

SHORELINE SOUTH/145TH STATION AND GARAGE LANDSCAPE - HARDSCAPE DETAILS

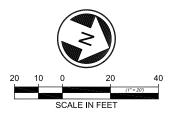
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Adjust plant quantities proportionally.

- SEE DWG N15-LPS201 FOR SHORELINE SOUTH/ 145TH STATION AND GARAGE PLANT SCHEDULE.
- 2. SEE DWG STD-LZN001 FOR GENERAL



MATCHLINE SEE DWG N15-LPP263



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ž	В	10/06/21	JA	AL	JV	PRC 0229 - SCL ZONES 3 & 4 REVISIONS	CHECKED BY:	۱۱
2	Α	08/17/20	JA	AL	JV	PR #050 - 145TH BRT REVISIONS	D. KOONTS	
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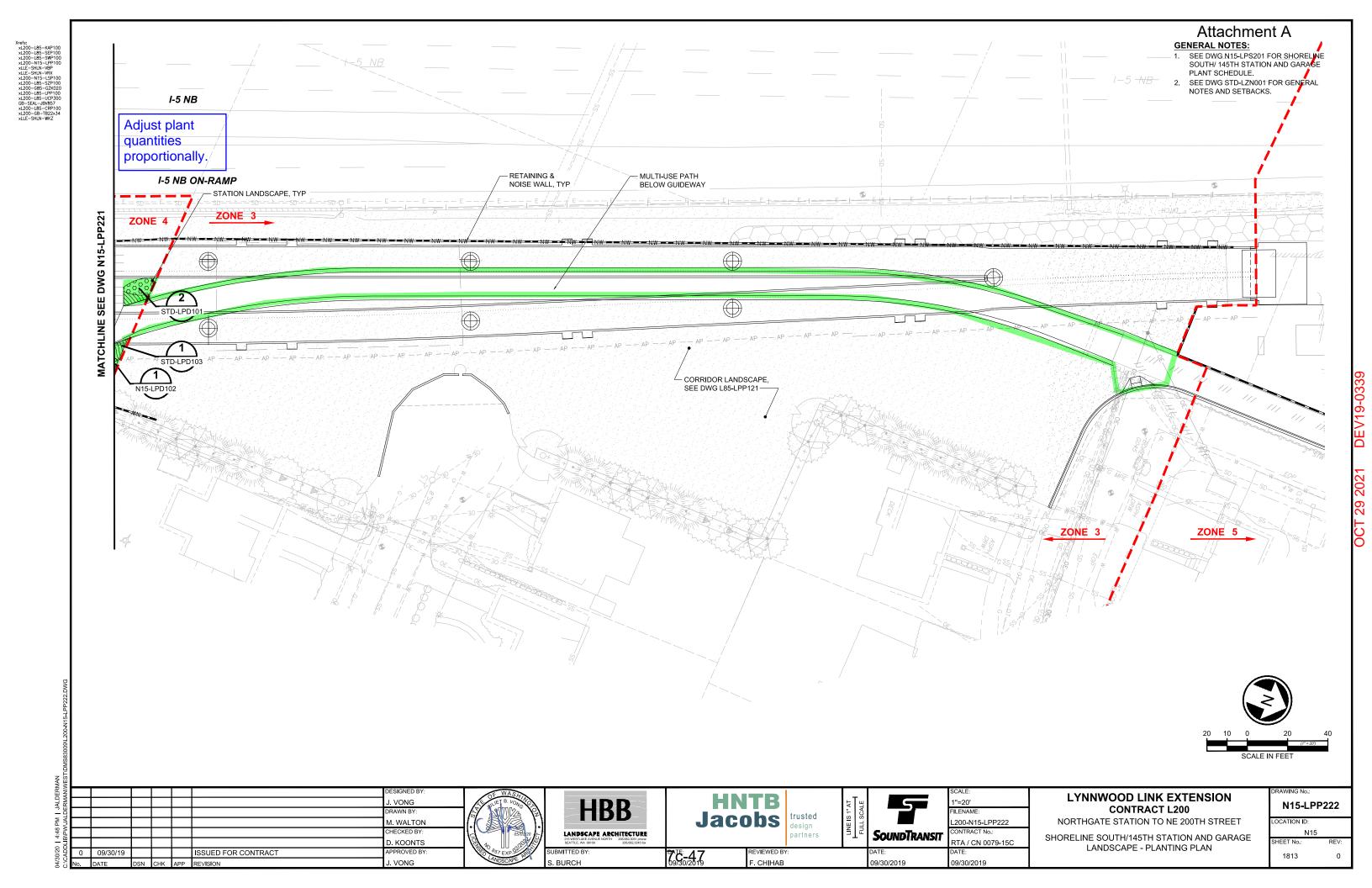
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LYNNWOOD	LINK	EXTENSION
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NORTHGATE STATION TO NE 200TH STREET

NORTHOATE STATION TO NE 200111 STREET	
SHORELINE SOUTH/145TH STATION AND GARAGE	
LANDSCAPE - PLANTING PLAN	

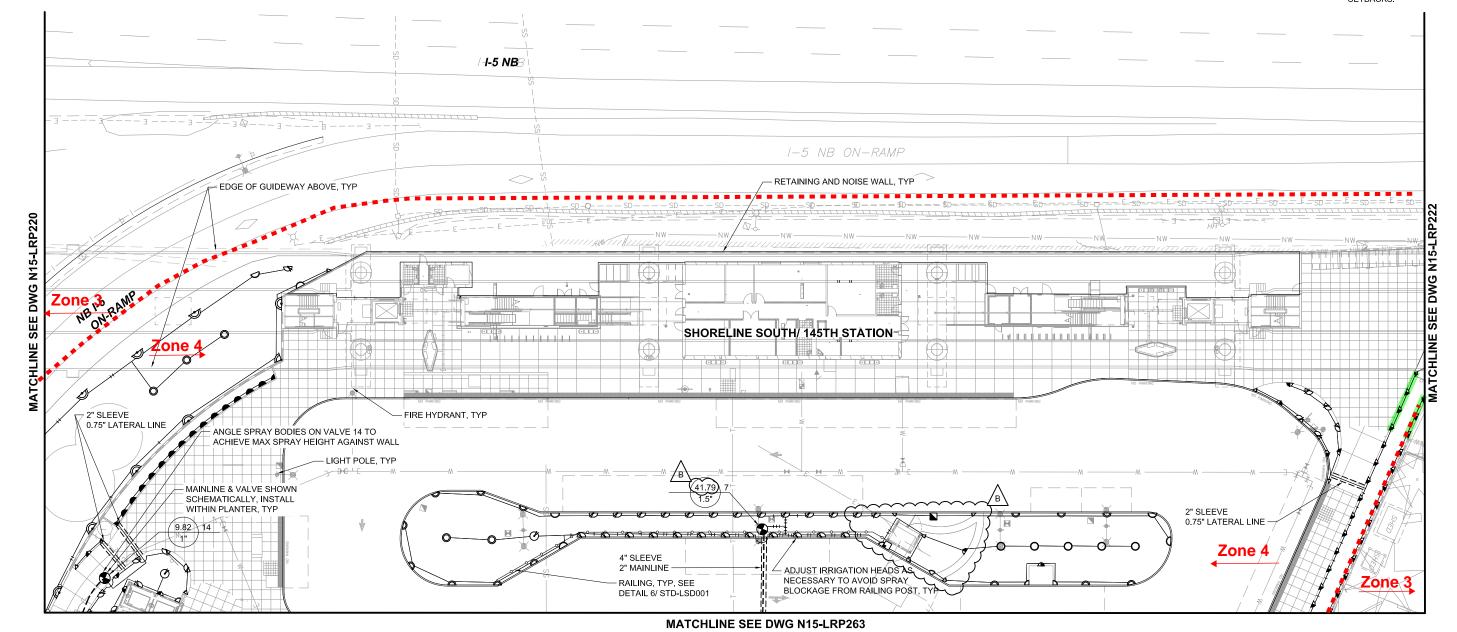
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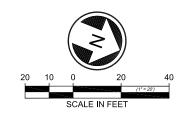


Attachment A

GENERAL NOTE:

- 1. SEE DWG N15-LRS201 FOR SHORELINE SOUTH/ 145TH STATION AND GARAGE IRRIGATION SCHEDULE.
- 2. SEE DRAWING STD-LZN001 FOR GENERAL NOTES AND SETBACKS.





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-5	Α	08/17/20	JA	AL	JV	PR #050 - 145TH BRT REVISIONS	D. KOONTS
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RTA / CN 0079-15C
DATE:

09/30/2019

LYNNWOOD LINK EXTENSION	DRAWING No.:		
CONTRACT L200	N15-LRP221		
NORTHGATE STATION TO NE 200TH STREET	LOCATION ID:		
SHORELINE SOUTH/145TH STATION AND GARAGE	N15		
LANDSCAPE - IRRIGATION AND GARAGE	SHEET No.:	REV:	
LANDSCAPE - IRRIGATION FLAN	1821	В	

Attachment A Whole drawing can be deleted. **GENERAL NOTE:** I-5 NB I-5 NB ON RAMP - EDGE OF GUIDEWAY ABOVE, TYP MATCHLINE SEE DWG N15-LRP221 ZONE 4 ZONE 3 2" SLEEVE 0.75" LATERAL LINE NOISE WALL, TYP - MULTI-USE PATH ZONE 3

. VONG RAWN BY: M. WALTON D. KOONTS 0 09/30/19 ISSUED FOR CONTRACT APPROVED BY: J. VONG DSN CHK APP REVISION







F. CHIHAB

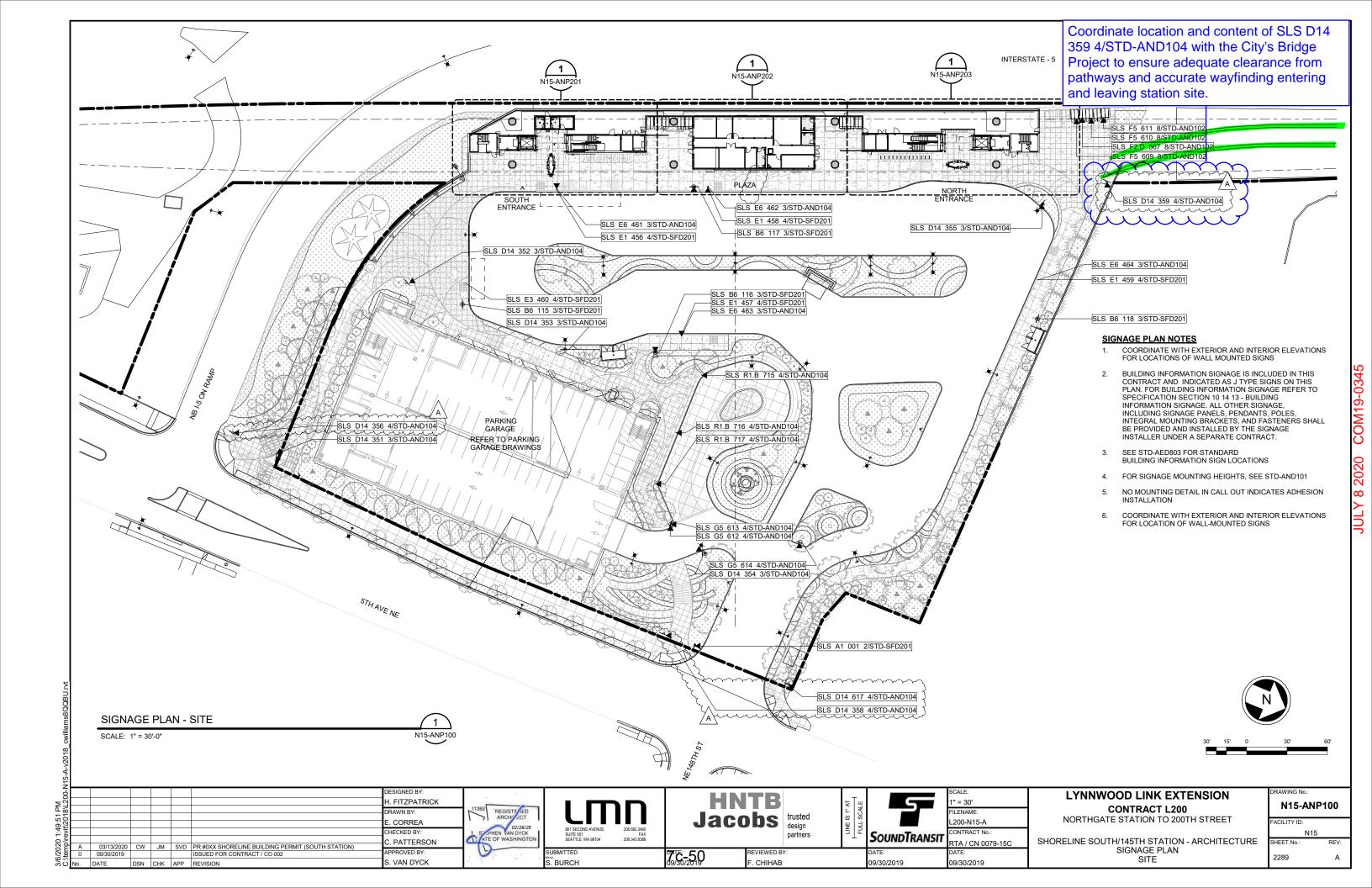


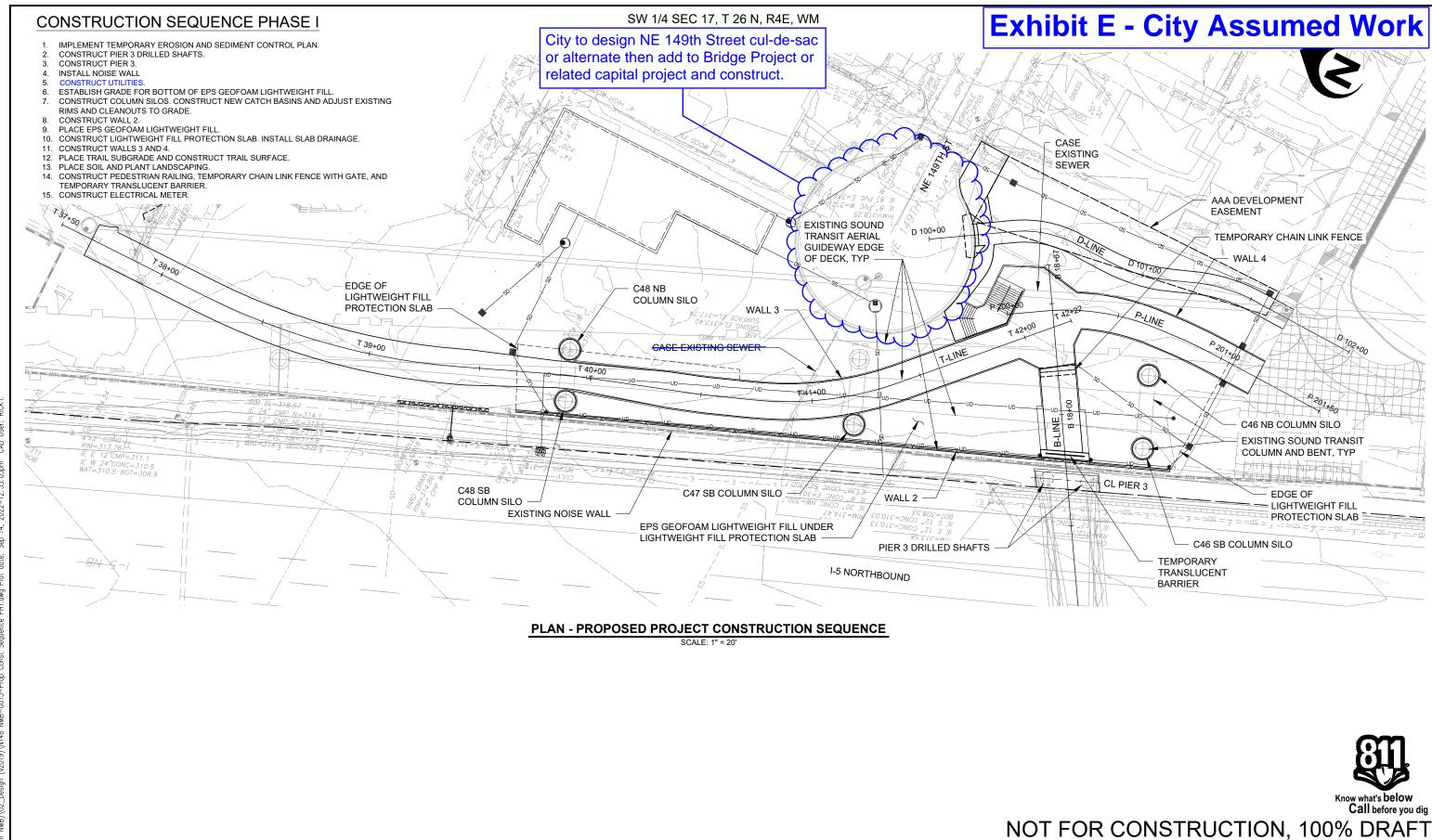
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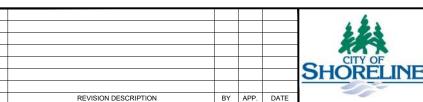
LYNNWOOD LINK EXTENSION **CONTRACT L200** NORTHGATE STATION TO NE 200TH STREET 0-N15-LRP222 TRACT No.:

SHORELINE SOUTH/145TH STATION AND GARAGE LANDSCAPE - IRRIGATION PLAN

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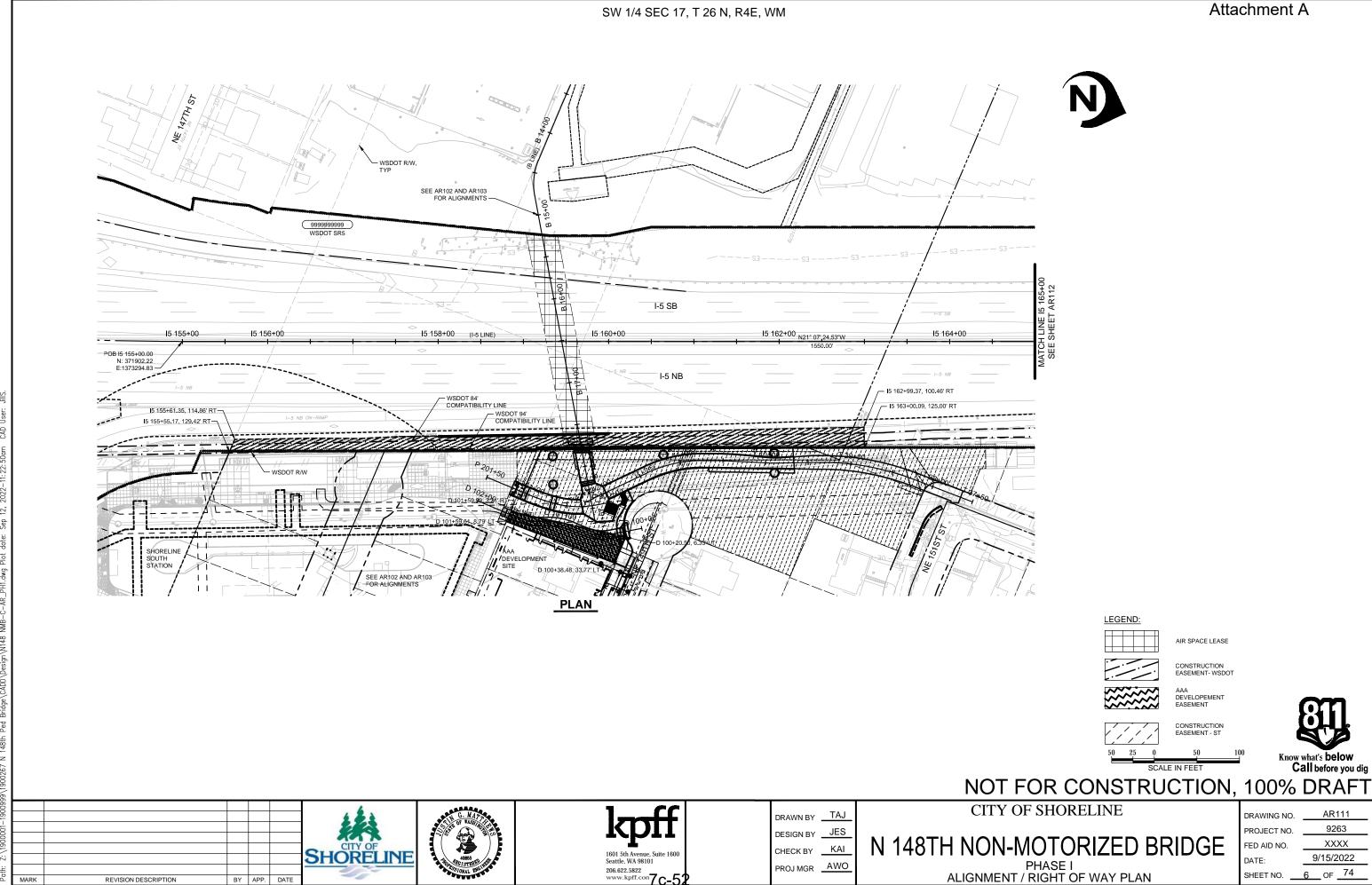
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CITY OF SHORELINE

N 148TH NON-MOTORIZED BRIDGE

PROPOSED PROJECT CONSTRUCTION SEQUENCE

DRAWING NO.	G015		
PROJECT NO.	9263		
FED AID NO.	XXXX		
DATE:	9/15/2022		
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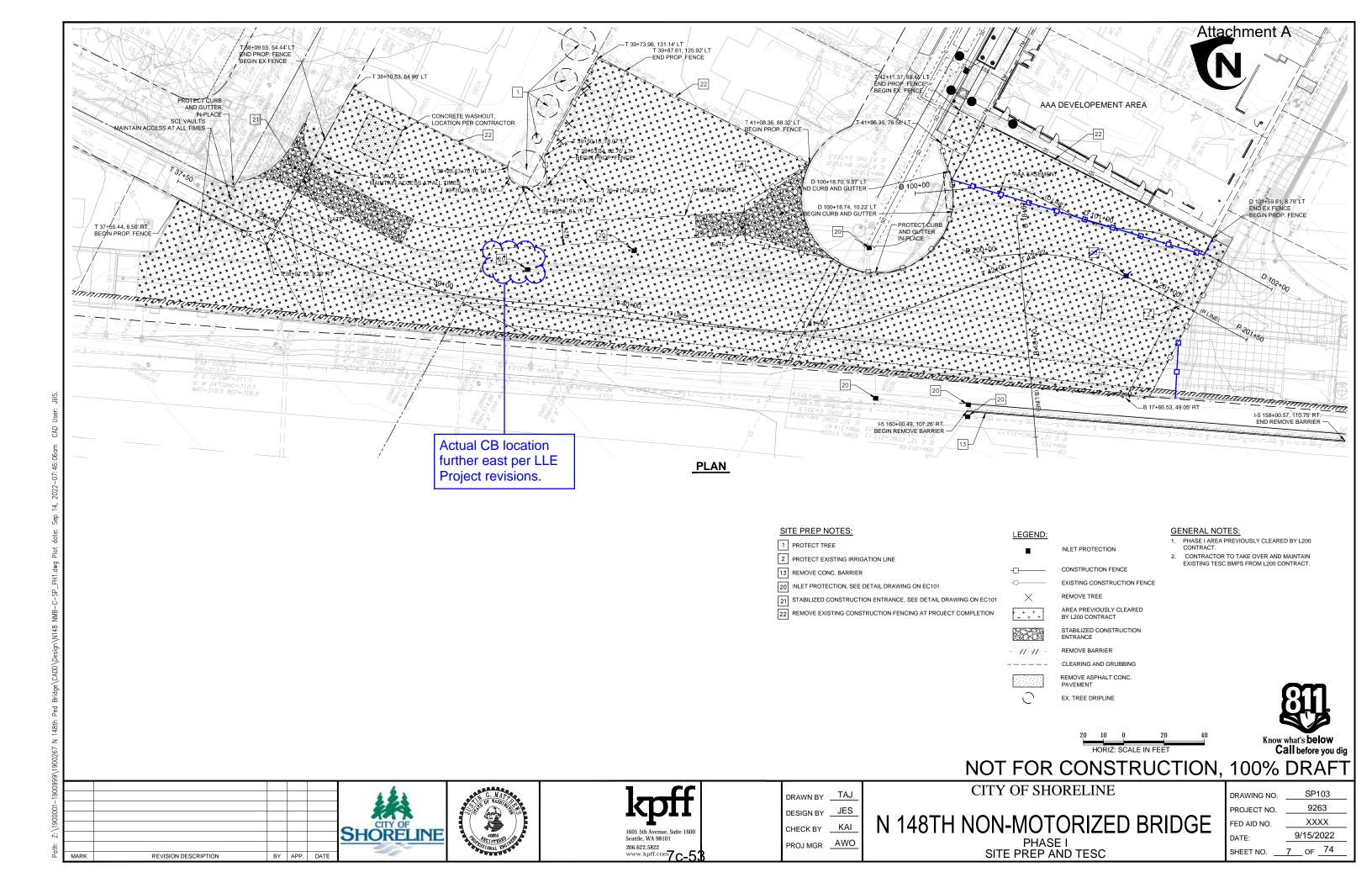
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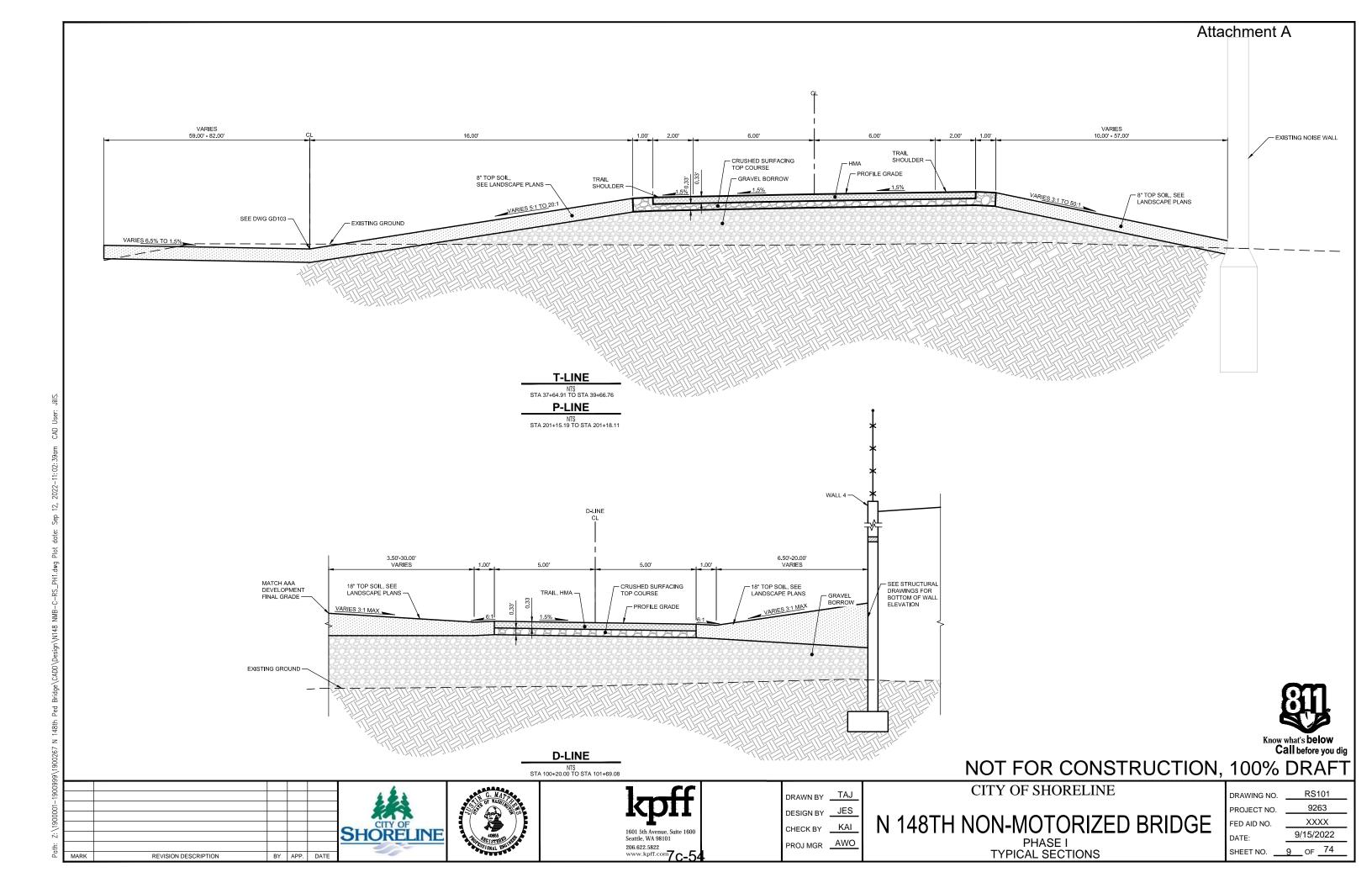
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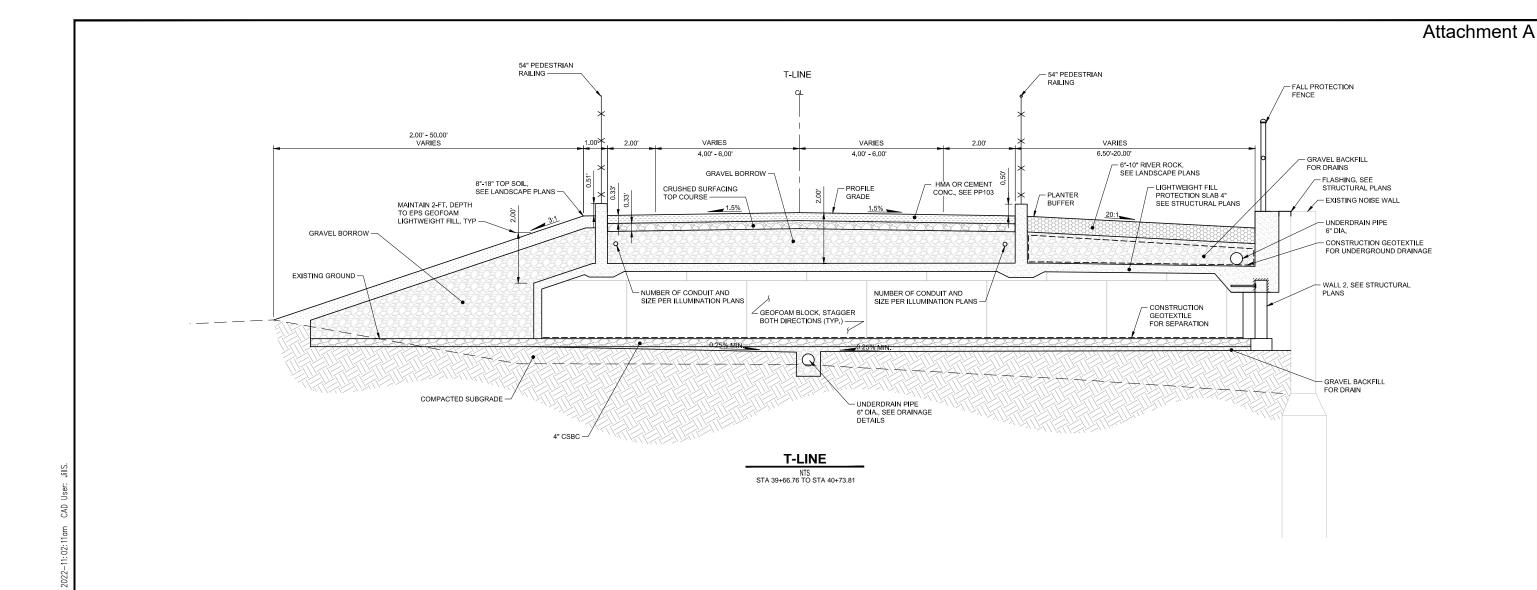
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REVISION DESCRIPTION BY APP. DATE





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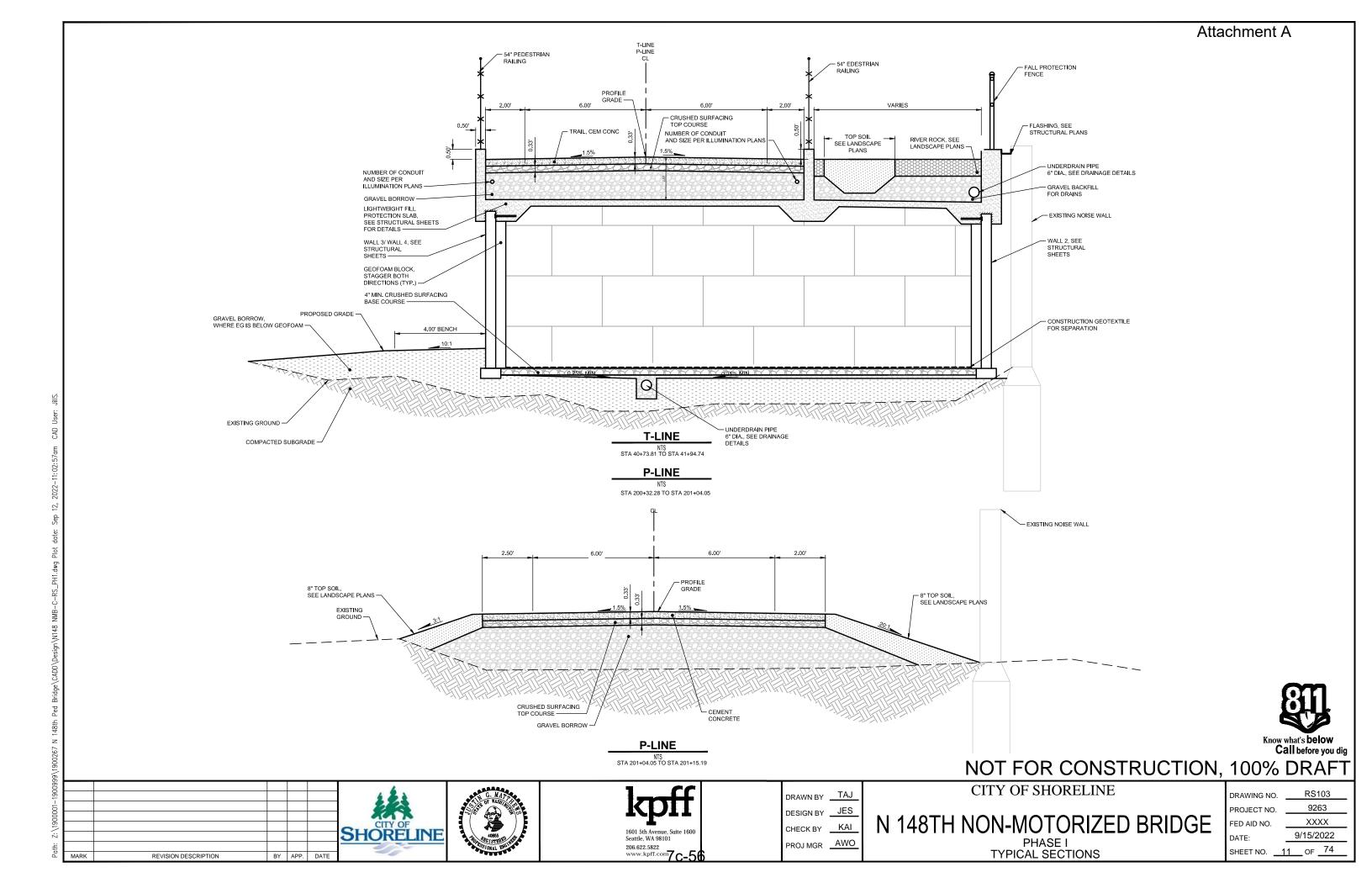
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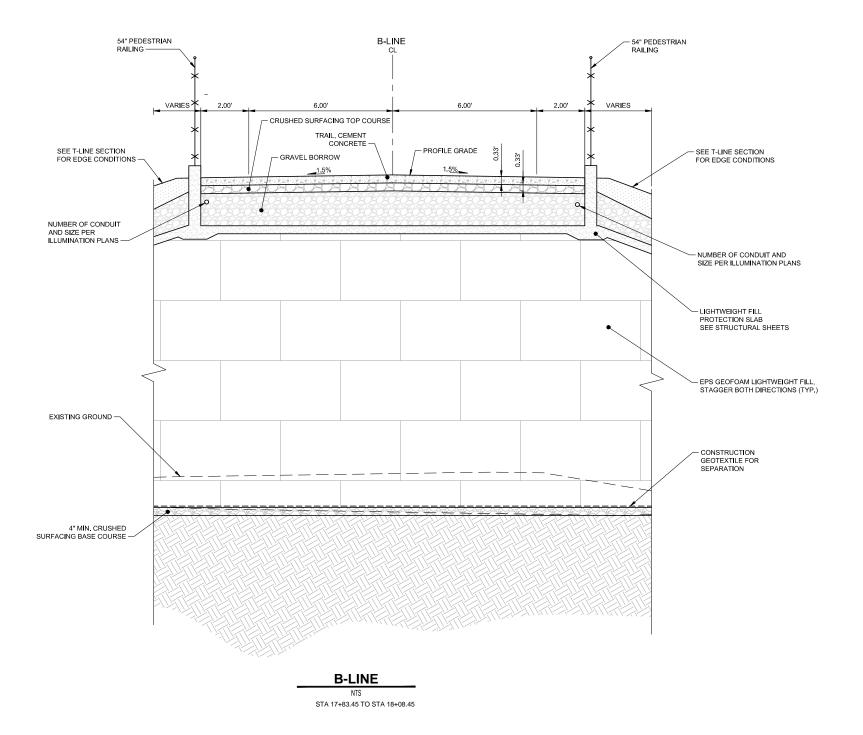
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CITY OF SHORELINE

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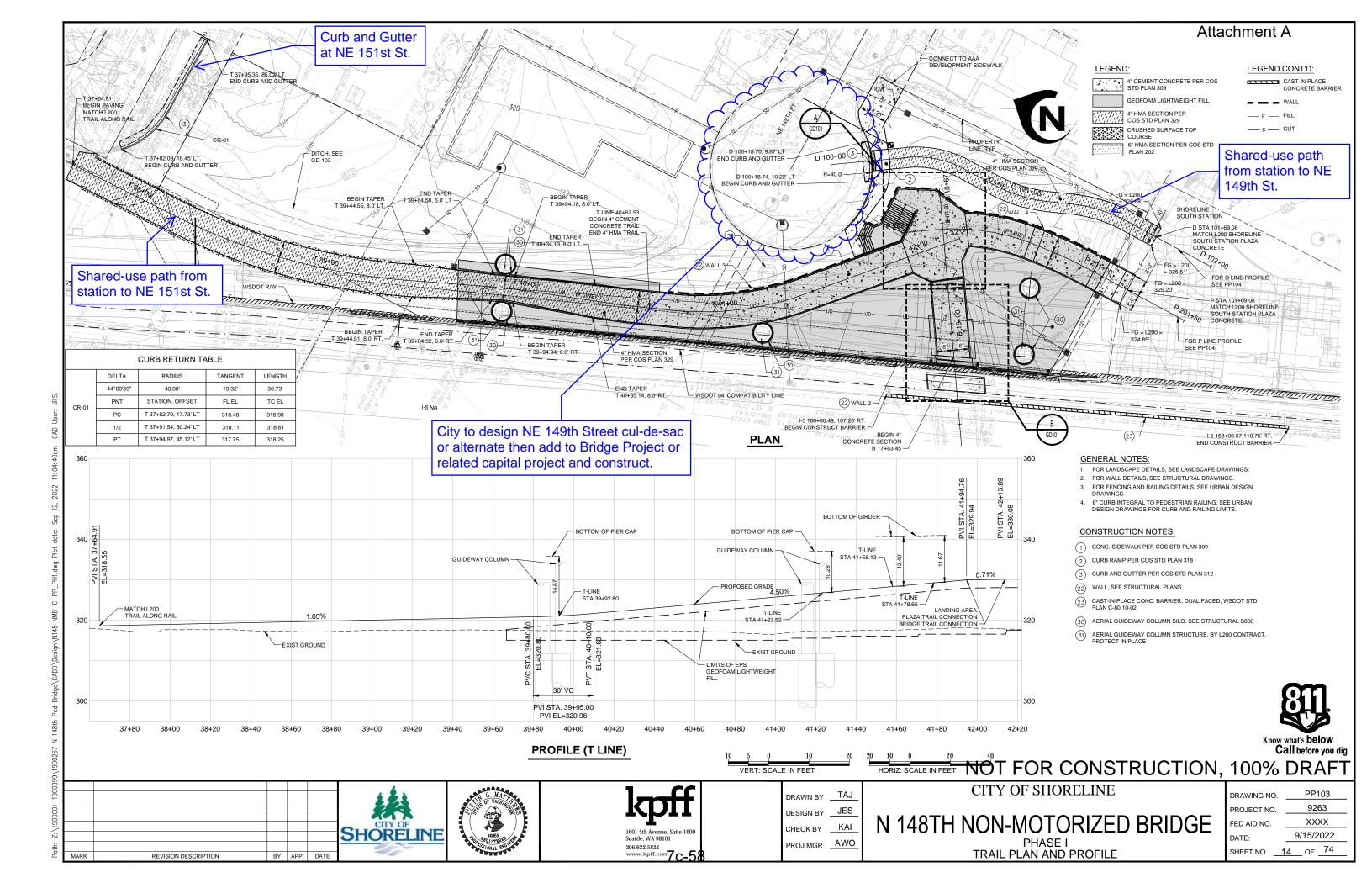
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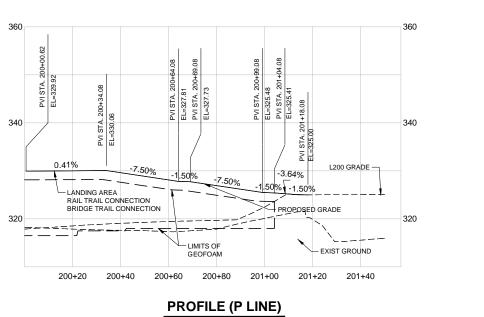
CITY OF SHORELINE

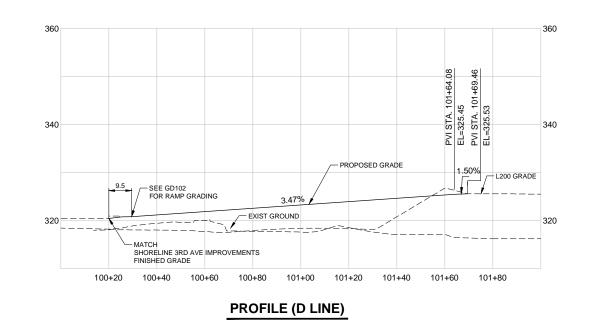
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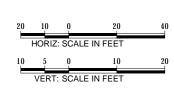
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	PROJECT NO.	9263
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DEVELOPMENT SEDENDLES MATCH 120 SHOREINE SOUTH STATION D 100-00 SERVE COP PUN-32 SOUTH STATION PLAN PLAN PLAN

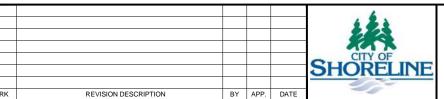








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N 148TH NON-MOTORIZED BRIDGE

CITY OF SHORELINE

PHASE I TRAIL PLAN AND PROFILE

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	PROJECT NO.	9263
_	FED AID NO.	XXXX
-	DATE:	9/15/2022
	SHEET NO1	5 OF 74

Attachment A

TO RESIGN DRAWINGS DETAILS, SEE LANDSCAPE DRAWINGS.
FOR WALL DETAILS, SEE STRUCTURAL DRAWINGS.
FOR FENCING AND RAILING DETAILS, SEE URBAN DESIGN DRAWINGS.

G'CURB INTEGRAL TO PEDESTRIAN RAILING, SEE URBAN DESIGN DRAWINGS FOR CURB AND RAILING LIMITS.

4" CEMENT CONCRETE PER COS STD PLAN 309

4" HMA SECTION PER COS STD PLAN 329

CAST IN - PLACE

- - WALL

— c — сит

CONSTRUCTION NOTES:

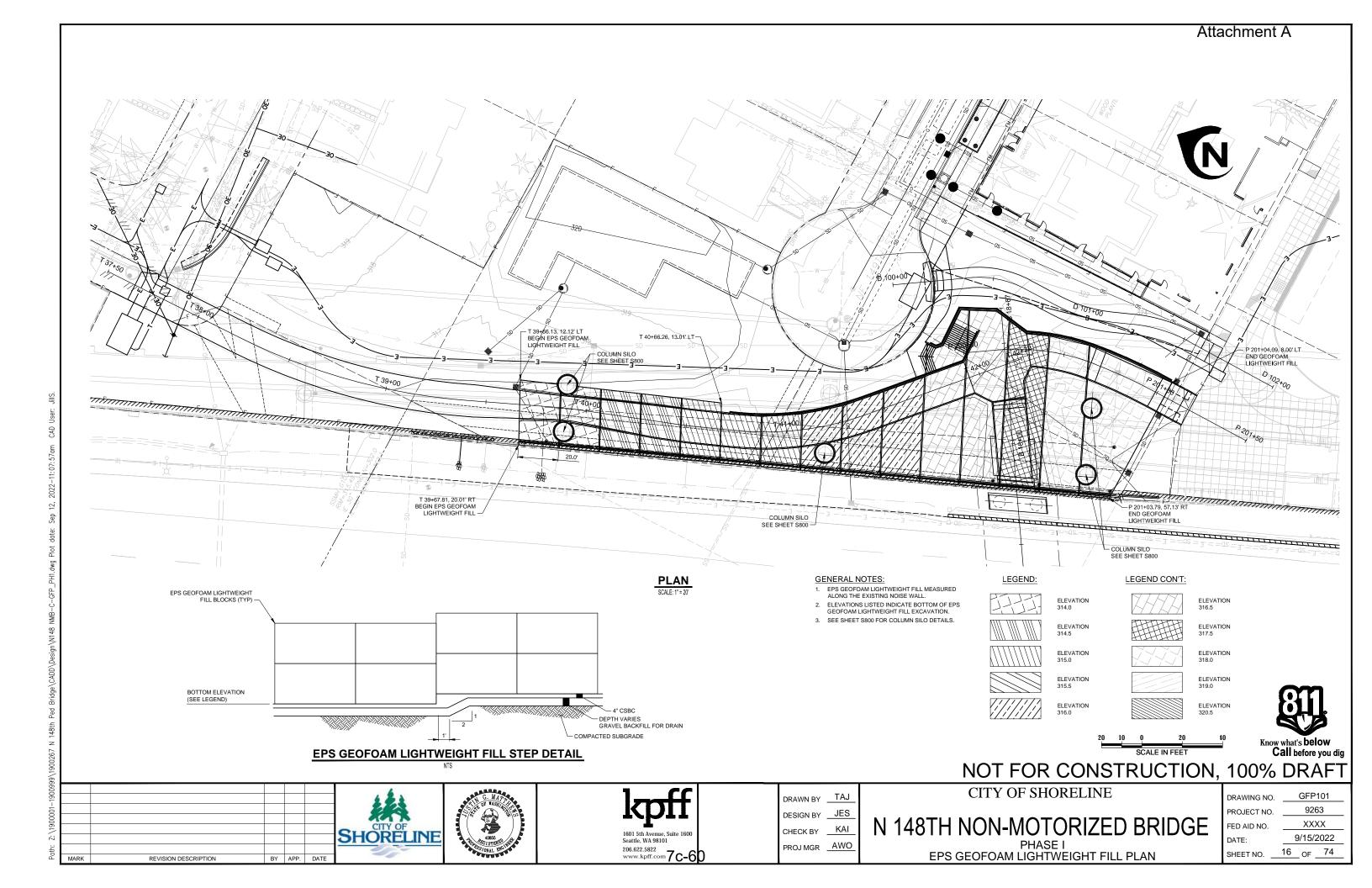
(1) CONC. SIDEWALK PER COS STD PLAN 309

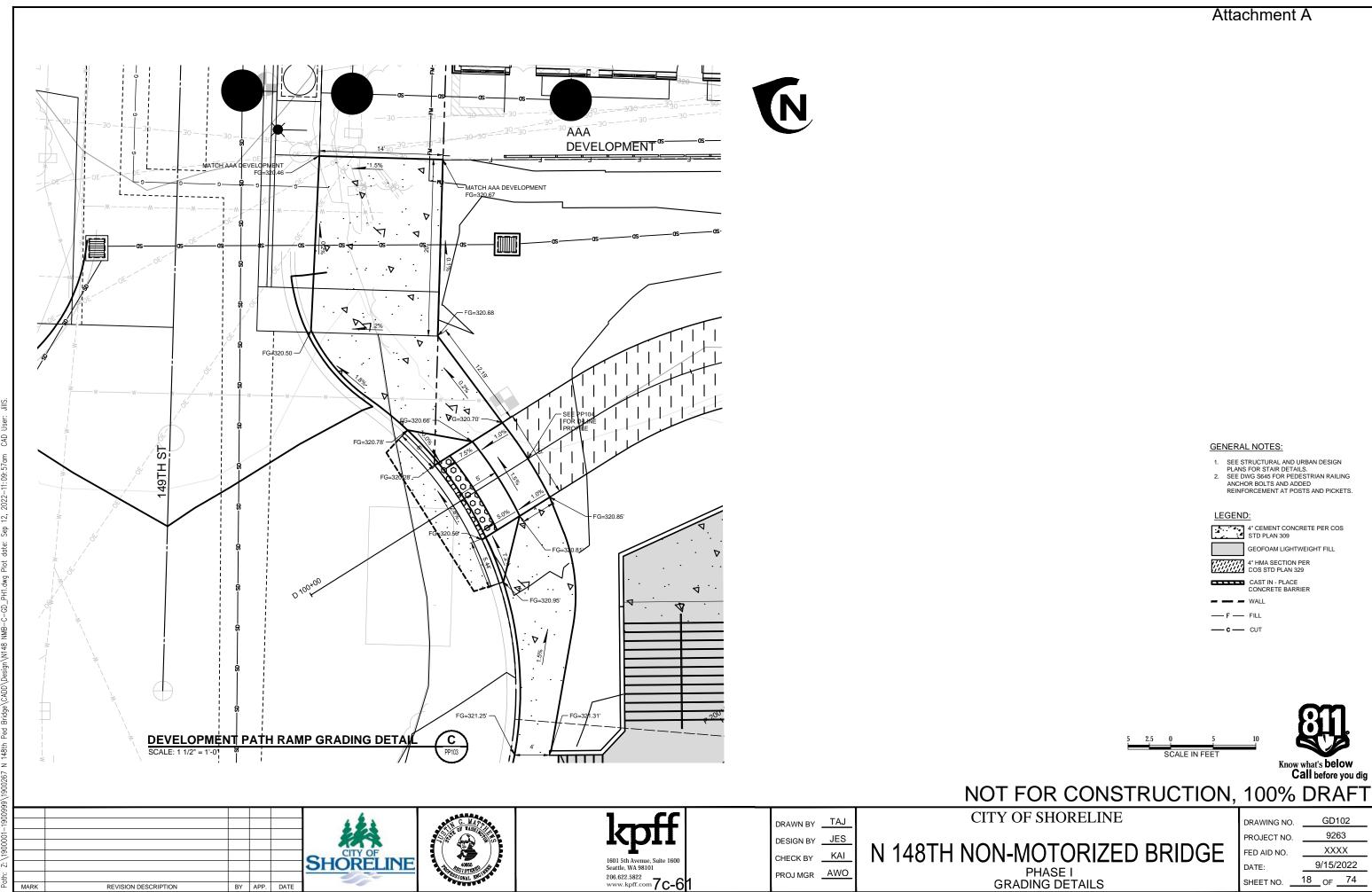
2 CURB RAMP PER COS STD PLAN 318 22 WALL, SEE STRUCTURAL PLANS

CAST-IN-PLACE CONC. BARRIER, DUAL FACED, WSDOT STD PLAN C-80.10-02
 AERIAL GUIDEWAY COLUMN SILO. SEE STRUCTURAL S800
 AERIAL GUIDEWAY COLUMN STRUCTURE, BY L200 CONTRACT, PROTECT IN PLACE

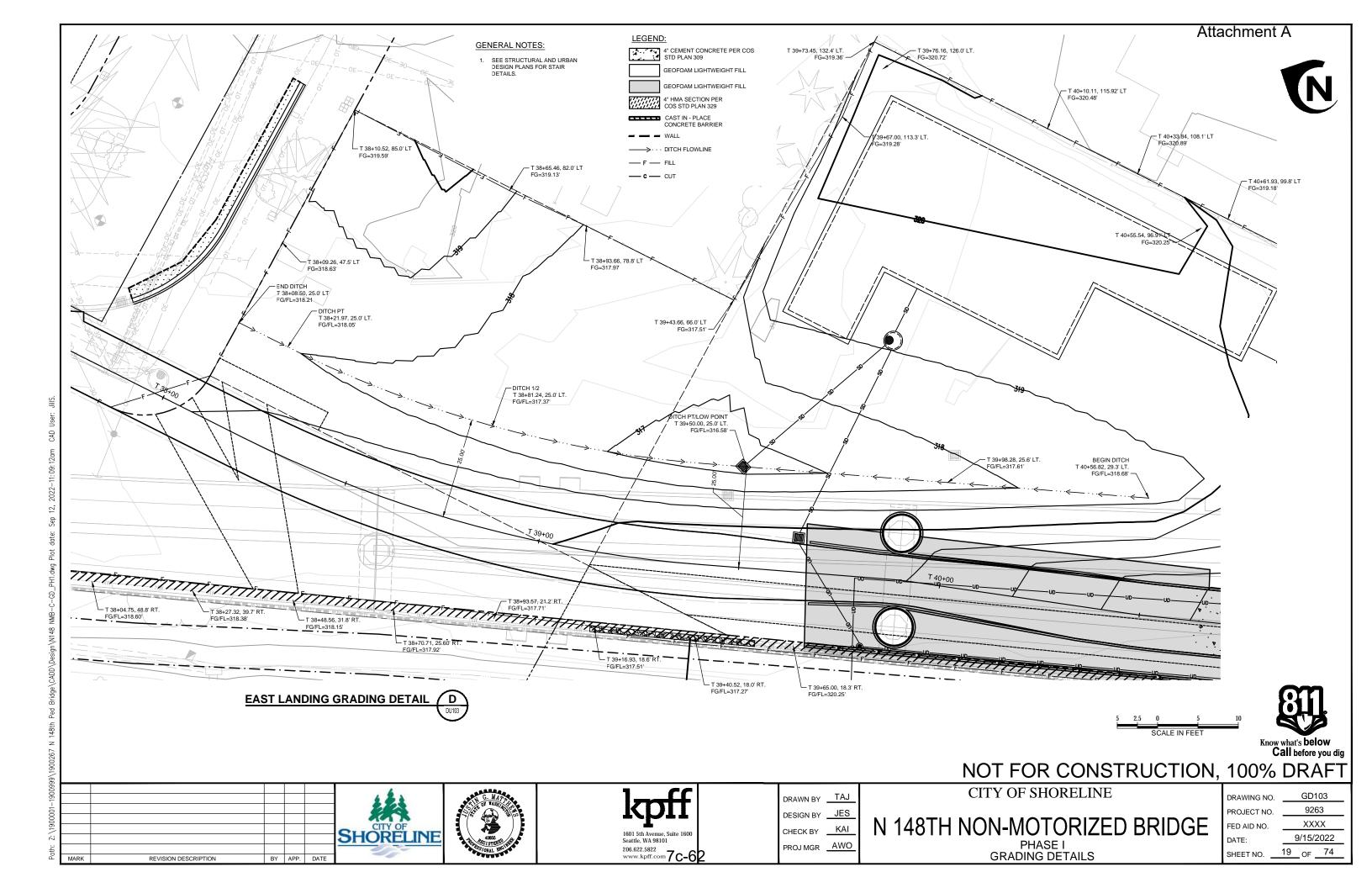
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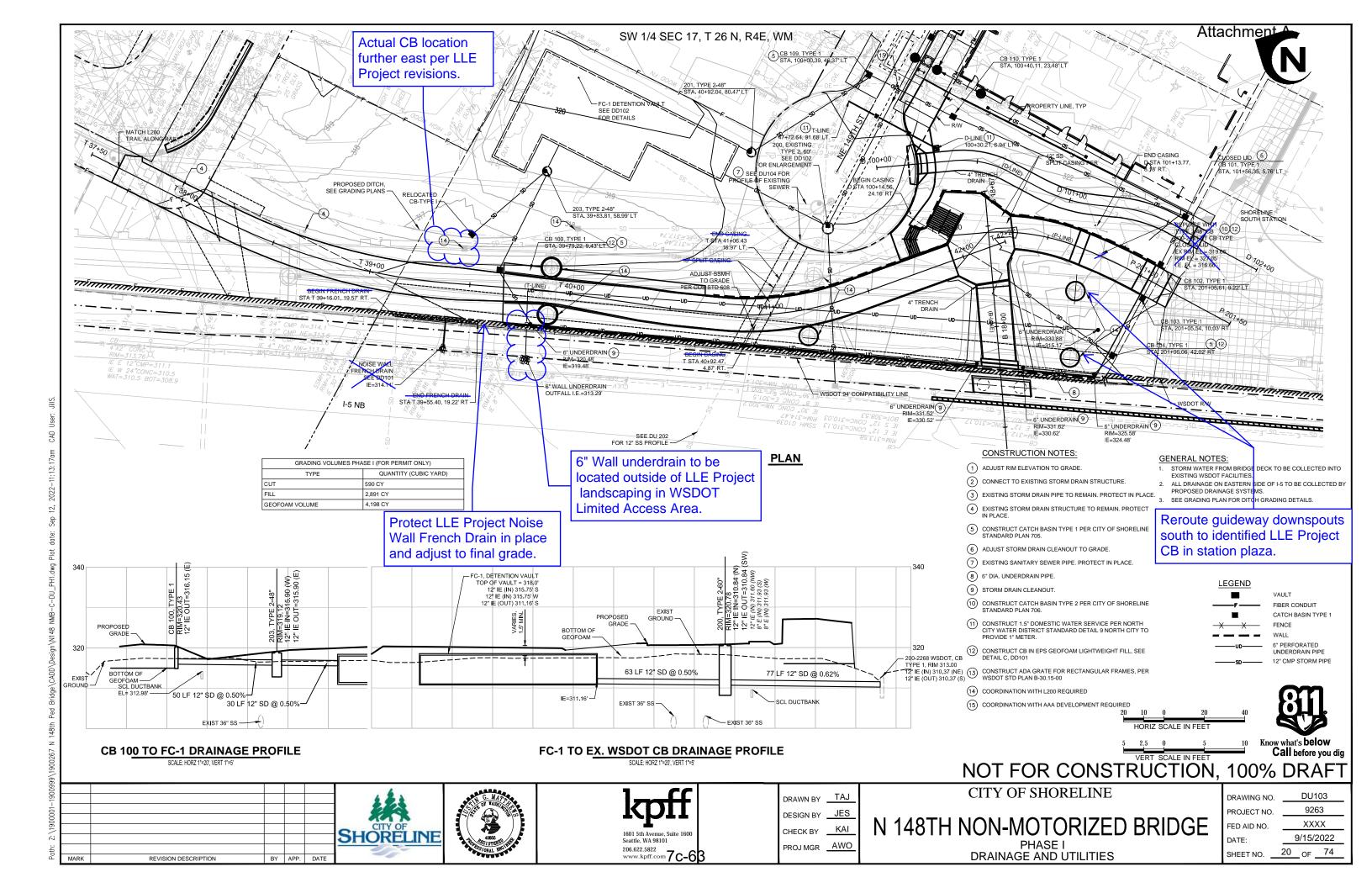
GENERAL NOTES:





REVISION DESCRIPTION









- 6 8" WHITE PLASTIC WIDE BROKEN LANE LINE PER WSDOT STD PLAN M-24.60.
- 7) PLASTIC STOP LINE PER WSDOT STD PLAN M-24.60





NOT FOR CONSTRUCTION, 100% DRAFT

CITY OF SHORELINE

N 148TH NON-MOTORIZED BRIDGE

PHASE I PAVEMENT MARKINGS

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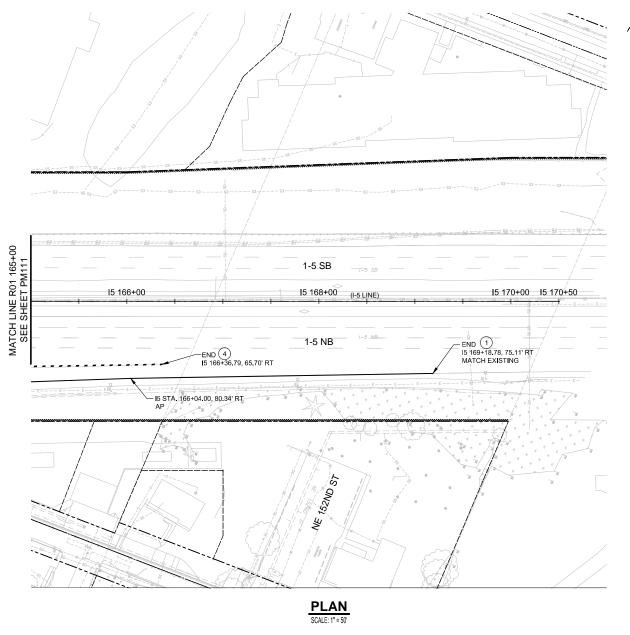


BY APP. DATE





DRAWN BY TAJ DESIGN BY _ JES KAI PROJ MGR AWO





GENERAL NOTES:

PAVEMENT MARKING REMOVAL LIMITS MATCH NEW PAVEMENT MARKING LIMITS.

CONSTRUCTION NOTES:

- 4" PLASTIC WHITE EDGE LINE PER WSDOT STANDARD PLAN M-20.10-03.
- $\begin{picture}(2){0.99\textwidth} 4"$ PLASTIC YELLOW LANE LINE PER WSDOT STANDARD PLAN M-20.10-03.
- $\begin{tabular}{ll} \hline 3 & SOLID PLASTIC WIDE & WHITE LANE LINE PER WSDOT STANDARD PLAN M-20.10-03. \\ \hline \end{tabular}$
- 8" WHITE PLASTIC WIDE DOTTED LANE LINE PER WSDOT STANDARD PLAN M-20.10-03.
- (5) GORE 12" WHITE PLASTIC GORE AREA MARKINGS WITH CHEVRONS PER WSDOT STANDARD PLAN M-2.21-00.
- (6) 8" WHITE PLASTIC WIDE BROKEN LANE LINE PER WSDOT STD PLAN M-24.60.
- 7) PLASTIC STOP LINE PER WSDOT STD PLAN M-24.60





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SHORELINE

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N 148TH NON-MOTORIZED BRIDGE PHASE I PAVEMENT MARKINGS

CITY OF SHORELINE

DRAWING NO.	PM112
PROJECT NO.	9263
FED AID NO.	XXXX
DATE:	9/15/2022
SHEET NO	26 or 74

REVISION DESCRIPTION

ANALYSIS AND DESIGN CALCULATIONS AND CONSTRUCTION ENGINEERING CONFORM, AT A MINIMUM, TO THE FOLLOWING SPECIFICATIONS

- AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, 2ND EDITION, 2009, WITH 2015 AASHTO INTERIM REVISIONS.
- AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION 2020.
- AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC BRIDGE DESIGN, 2ND EDITION, 2011, WITH 2012/2014/ 2015 INTERIM REVISIONS.
- AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS, 1ST EDITION, 2015, WITH INTERIM REVISIONS,
- 3. FOUNDATION DESIGN BASED ON THE GEOTECHNICAL REPORT DATED JANUARY 7, 2022.

4. DESIGN LOADS:

DEAD LOAD: LIGHTWEIGHT CONCRETE 125 PCF 490 PCF

FALSEWORK SHALL BE CAREFULLY RELEASED TO PREVENT IMPACT OR UNDUE STRESS ON THE STRUCTURE.

LIVE LOAD

H10 AASHTO TRUCK (NO IMPACT) 90 PSF (NOT CONCURRENT WITH H10 TRUCK)

PEDESTRIAN RAILING LOAD 50 PLF (HORIZONTALLY AND VERTICALLY)

0.5429

WIND LOAD: 1700-YEAR MRI BASIC WIND SPEED-115 MPH (EXTREME EVENT I) 10-YEAR MRI GUST WIND SPEED -72 MPH (SERVICE LIMIT STATES)

SEISMIC: SITE CLASS 0.474g SDS 1.018a

5. TOTAL BRIDGE REACTIONS AT ABUT 1:

98 KIP DEAD LOAD (DC)

6. TOTAL BRIDGE REACTIONS AT ABUT 4:

DEAD LOAD (DC) 38 KIP 19 KIP

- 7. PROPOSED CONSTRUCTION SEQUENCES PROVIDED SHOW A POTENTIAL SEQUENCE FOR CONSTRUCTION. CONSTRUCTION MEANS AND METHODS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 8 ALL DIMENSIONS ARE HORIZONTAL AND VERTICAL UNITESS OTHERWISE SHOWN, DO NOT SCALE DRAWINGS
- 9. CONCRETE SHALL BE CLASS 4000 UNLESS NOTED OTHERWISE

BRIDGE DECK, SPANS 1 & 3

BRIDGE DECK, SPAN 2 4000D LIGHTWEIGHT

DRILLED SHAFTS

REVISION DESCRIPTION

- 10. CONCRETE STEEL REINFORCING BAR SHALL BE ASTM A706, GRADE 60, UNLESS NOTED OTHERWISE
- 11. UNLESS OTHERWISE SHOWN ON THE CONTRACT DRAWINGS. THE CONCRETE COVER MEASURED FROM THE FACE OF THE CONCRETE TO THE FACE OF ANY REINFORCING BAR SHALL BE AS FOLLOWS.

ON THE TOP OF THE DECK SLAB, SPANS 1 & 3 2 1/2 INCHES ON THE TOP OF THE DECK SLAB, SPAN 2 AT THE BOTTOM OF THE DECK SLAB 2 INCHES 1 INCH CONCRETE CAST AGAINST EARTH 3 INCHES DRILLED SHAFT 6 INCHES AT ALL OTHER LOCATIONS

- 12. ALL EXTERIOR CORNERS AND EDGES SHALL HAVE A 3/4" FILLET, UNLESS NOTED OTHERWISE
- 13. ALL W-SHAPES AND WT SHAPES SHALL BE ASTM A992 GRADE 50. ALL HOLLOW STRUCTURAL SECTION STEEL SHALL BE ASTM A500. GRADE 42. TOP CHORD AND BOTTOM CHORD MEMBERS SHALL BE API 5L X52 PSL 2 AND BE STRAIGHT SEAM WELDED. THE CHORDS SHALL BE ORIENTED SO THAT THE SEAM WELD IS ON THE UNDERSIDE OF THE PIPE. ALL ANGLES SHALL BE A36. FABRICATOR MAY SUBSTITUTE SECTIONS OF FOUAL OR GREATER STRENGTH AND STIFFNESS BASED ON AVAILABILITY, SUBJECT TO APPROVAL BY THE ENGINEER
- 14. ALL STEEL PLATE SHALL BE AASHTO M270 (ASTM A709) GR 50 BRIDGE PLATE, EXCEPT AS NOTED OTHERWISE.
- 15. ALL WELDED SHEAR CONNECTORS SHALL CONFORM TO ASTM A108 AND SHALL BE 1" INCH DIAMETER, UNO.
- 16. MEMBERS MARKED (V) ARE MAIN LOAD CARRYING TENSILE MEMBERS OR TENSION COMPONENTS OF FLEXURAL MEMBERS AND SHALL MEET THE LONGITUDINAL CHARPY V-NOTCH TESTS IN ACCORDANCE WITH STANDARD

- 17. MEMBERS MARKED (FCM) ARE FRACTURE CRITICAL MEMBERS AND SHALL MEET THE FRACTURE CONTROL REQUIREMENTS OF THE SPECIAL PROVISIONS.
- 18 WELDING FOR ALL STEEL ON THE BRIDGE SHALL BE FOLIAL IN STRENGTH TO THE PARENT METAL AND SHALL CONFORM TO THE CURRENT AASHTO / AWS D 1.5M / D1.5 BRIDGE WELDING CODE, INCLUDING INTERIM REVISIONS

ASTM A500 AND API 5L X52 PSL2 SHALL BE ADDED TO THOSE STANDARDS LISTED IN ARTICLE 12.4.1 OF AASHTO /AWS D1.5. FOR THE PURPOSES OF DETERMINING PREHEAT AND INTERPASS TEMPERATURES. THE VALUES FOR AASHTO M 270M/M270 OR ASTM A709 GR50 SHALL BE USED. WELDING DETAILS FOR CYCLICALLY LOADED TUBULAR MEMBERS SPECIFIED BY AASHTO/AWS D1.1 SHALL BE USED

ALL WELDS REQUIRE QUALIFICATION USING AWS D1.1 ARTICLE 4.8. ALL WELDING SHALL BE DONE TO MINIMIZE DISTORTION. THE WELDING SEQUENCES AND PROCEDURES TO BE USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO THE START OF WELDING.

- 19. ALL FIELD AND SHOP CONNECTIONS SHALL BE MADE WITH HIGH STRENGTH BOLTS, WITH THE BOLT HEADS TOWARD THE OUTSIDE AND UNDERSIDE OF THE BRIDGE. HIGH STRENGTH BOLTS SHALL BE AASHTO M253 UNLESS NOTED OTHERWISE. NUTS AND WASHERS SHALL CONFORM TO STANDARD SPECIFICATIONS SECTION 9-06.5(3). ALL CONNECTIONS SHOWN ARE FOR FIELD BOLTING, SHOP BOLTING MAY BE USED WHERE APPROVED IN THE
- 20. BOLT HOLES REMAINING IN STEEL MEMBERS UPON REMOVAL OF FORM WORK AND TEMPORARY BRACING SHALL BE TREATED IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 6-02.3(17)K.

ARCH CHORDS, TOP CHORD BRACING, FLOORBEAMS, STRINGERS, DECK BRACING, AND ASSOCIATED STIFFENERS AND CONNECTION PLATES SHALL BE PAINTED PER STD SPEC SECTION 6-07.3(9).

BRIDGE RAILING TYPE THROW BARRIER COLUMNS, TOP RAIL, BOTTOM RAIL, INTERMEDIATE STANCHIONS, AND ASSOCIATED CONNECTION PLATES SHALL BE PAINTED AFTER GALVANIZING IN ACCORDANCE WITH STD

22. CONCRETE INSERTS, STRUCTURAL STRAND, GALVANIZED STEEL MEMBERS AND HARDWARE, AND BRIDGE SOCKETS SHALL BE GALVANIZED PER ASTM A123 OR ASTM A153. UNLESS NOTED OTHERWISE

ABBREVIATIONS

ABUT

ADA

BOT

BRG

CC

CLR

COL

CONST

DEFI

DIA, Ø

DIM

EQ

EXT

FCM

FIX

FT FTG

ID

KSF

KSI

LONGIT

LT LTG

LW MAX

NIC NPS

NW

OD

GRS-IBS

FRACTURE CRITICAL MEMBER

FAR FACE

FOOTING GALVANIZED

NOISE WALL

OPPOSITE

OUTER DIAMETER ORDINARY HIGH WATER

FIXED

RTWN

AMERICAN ASSOCIATION OF STATE HIGHWAY AND PEDESTRIAN AASHTO PERPENDICULAR ABOUT PCF POUND PER CUBIC FEET AMERICANS WITH DISABILITIES ACT PLS PLATES ALTERNATE PP PSI PARTIAL PENETRATION ALUMINUM POUNDS PER SO IN ANGLE POINT POUNDS PER SQ FT APPROX **APPROXIMATE** ARCHIT ARCHITECTURAL PVMT PAVEMENT RADIUS REF BOTTOM OF REFERENCE **BOTTOM** RFINE REINFORCEMENT RT **BEARING** RIGHT RETWEEN ROW RIGHT-OF-WAY CENTER TO CENTER SCH SCHEDULE CAST IN PLACE SHLD SIM SHOULDER CENTER LINE SIMILAR SIP SPA STAY-IN-PLACE COLUMN SPACING SPECIFICATION CONCRETE CONSTRUCTION SQ SQUARE STAINLESS STEEL CONTID CONTINUED SOUND TRANSIT STA CROSSHOLE SONIC LOGGING DEEL ECTION STD STANDARD STIFFENER DEGREES DETAIL STL STRUCT STEEL DIAMETER STRUCTURAL DIMENSION SYM SYMMETRICAL TEMP TEMPORARY **FACH FACE** TOP OF ELEVATION TRANSV TRANSVERSE EL. ELE\ EMBEDMEN1 TYP TYPICAL UNLESS NOTED OTHERWISE **EQUAL** UNO EXPANSION VERT VERTICAL **EXTERIOR** WITH FLOORBEAM WORK POINT

HIGH STRENGTH HOLLOW STRUCTURAL SECTION **LEGEND** INNER DIAMETER INTERIOR JOINT KIP (1 000 LBS) KIPS PER SQ. FT KIPS PER SQ. IN **ANGLE** LINEAR FOOT LONGITUDINAL LIGHTING LIGHTWEIGHT MAXIMUM MINIMIM NEAR FACE NOT IN CONTRACT NOMINAL PIPE SIZE

GEOSYNTHETIC REINFORCED SOIL - INTEGRATED BRIDGE SYSTEM

IDENTIFIES SECTION, VIEW OR DETAIL TAKEN OR SHOWN ON BRIDGE SHEET NO. S04 TAKEN OR SHOWN ON THE SAME SHEET DENOTES EPOXY COATED

Attachment A

DENOTES BORING LOCATION

NOT FOR CONSTRUCTION, 90% DRAFT

SHORELINE



DRAWN BY RRT DESIGN BY CHECK BY PROJ MGR AWO

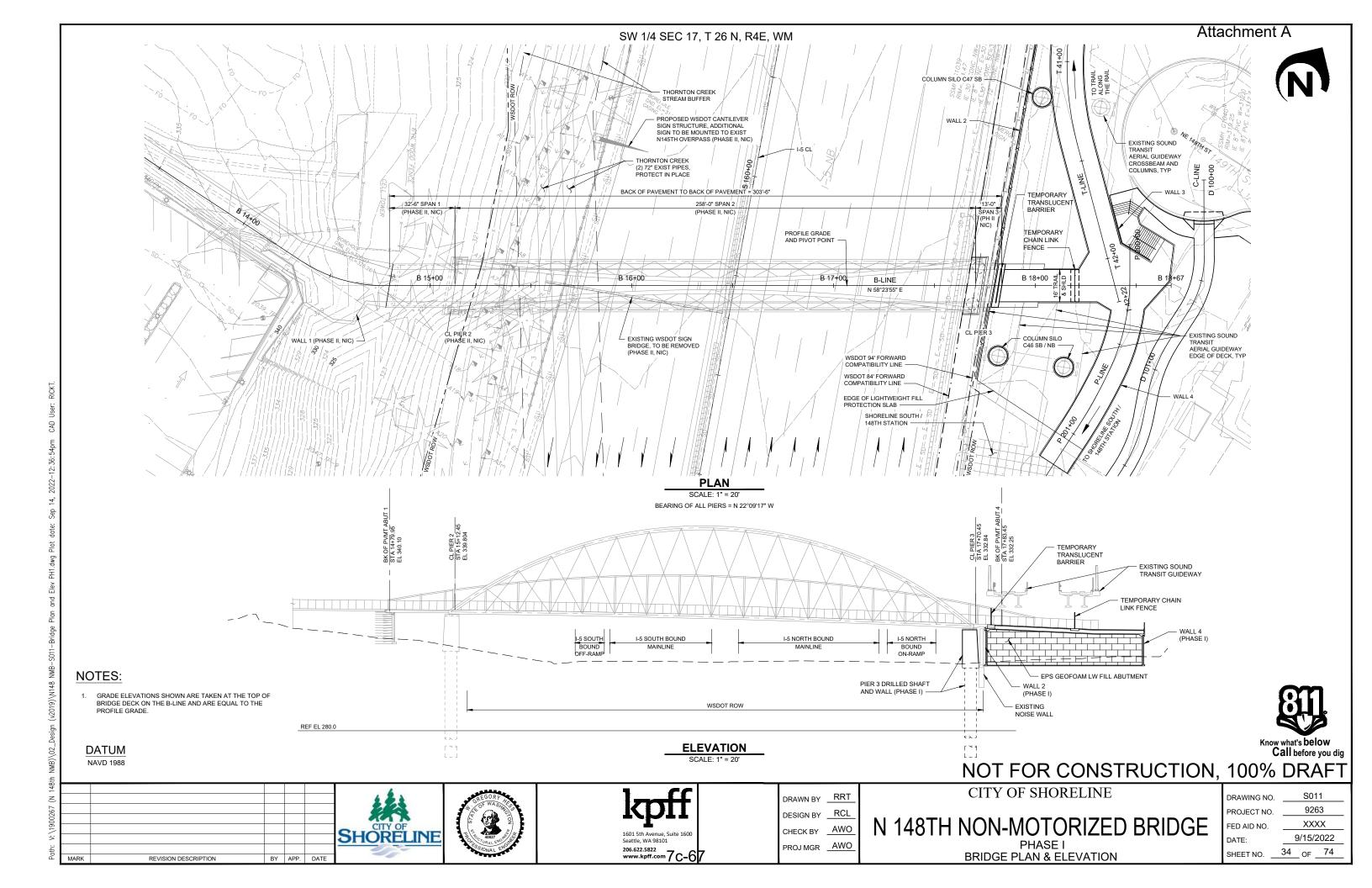
N 148TH NON-MOTORIZED BRIDGE

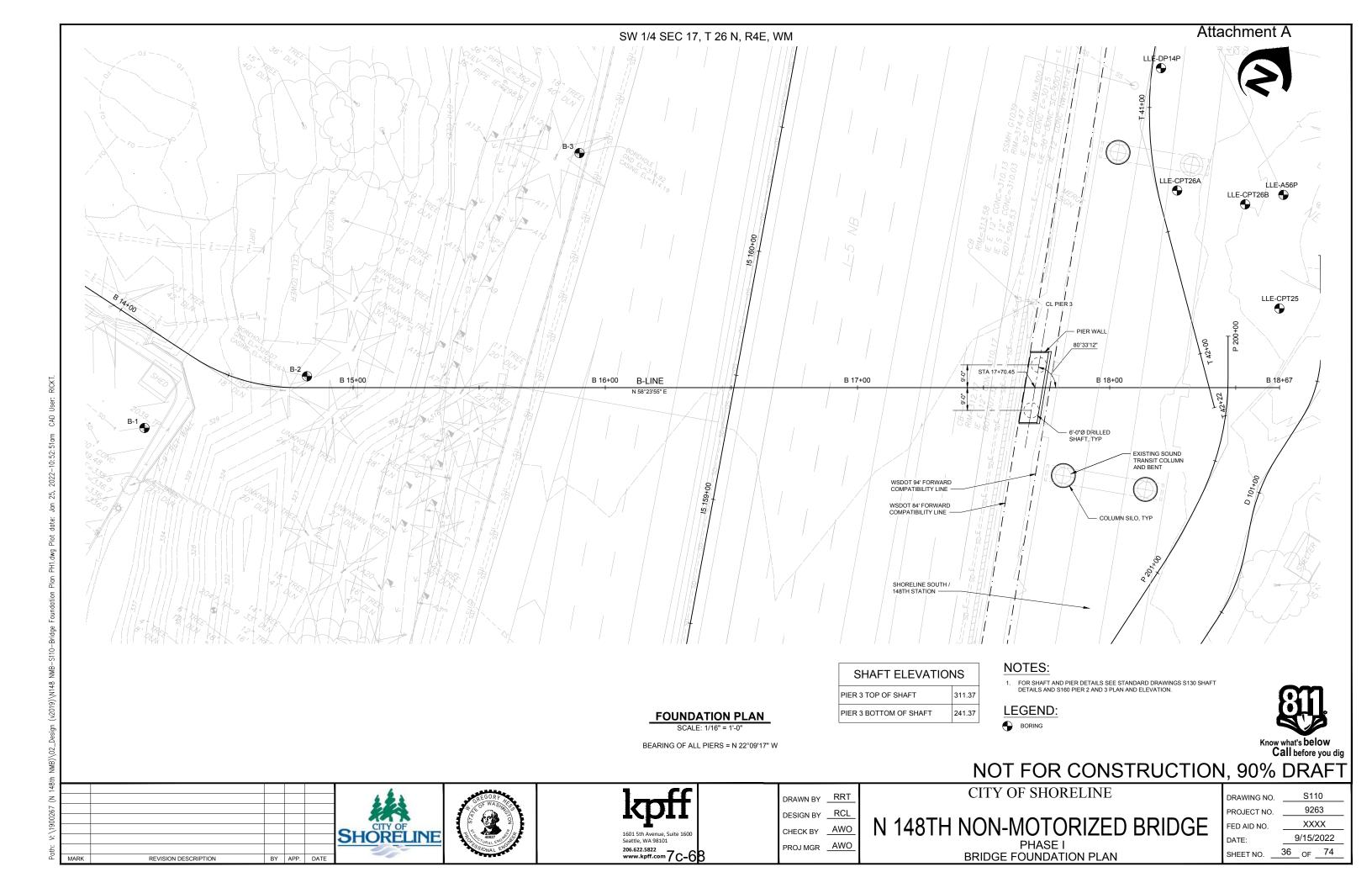
GENERAL STRUCTURAL NOTES

CITY OF SHORELINE

S010 DRAWING NO. 9263 PROJECT NO.

> XXXX 9/15/2022 DATE: __33 _{OF} 74 SHEET NO.

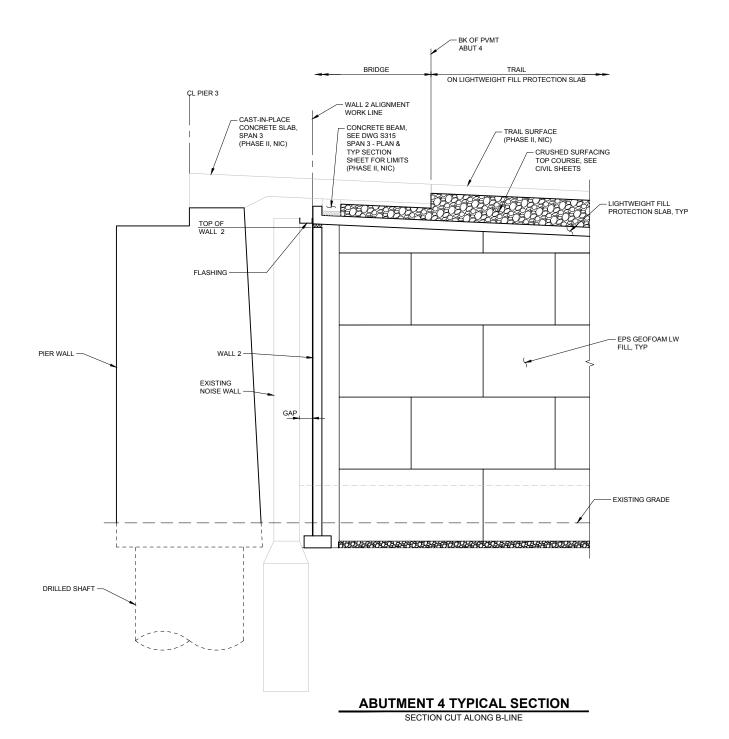


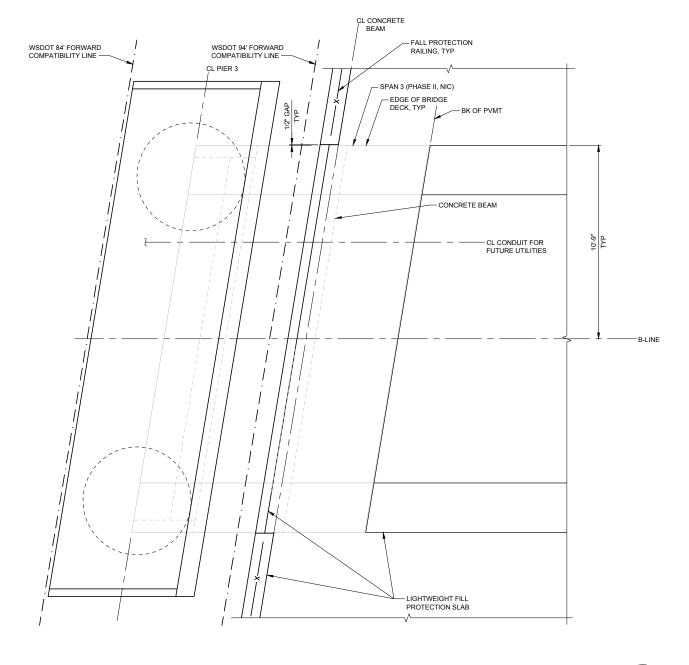




NOTES:

OMPONENTS OF ABUTMENT 4 SHALL BE CONSTRUCTED AS PART OF PHASE I, UNLESS NOTED OTHERWISE.





ABUTMENT 4 PLAN SCALE: 3/8" = 1'-0"



NOT FOR CONSTRUCTION, 90% DRAFT

SHORELINE

REVISION DESCRIPTION



kpff	
1601 5th Avenue, Suite 1600 Seattle, WA 98101	
206.622.5822 www.kpff.com 7 C - 6	9

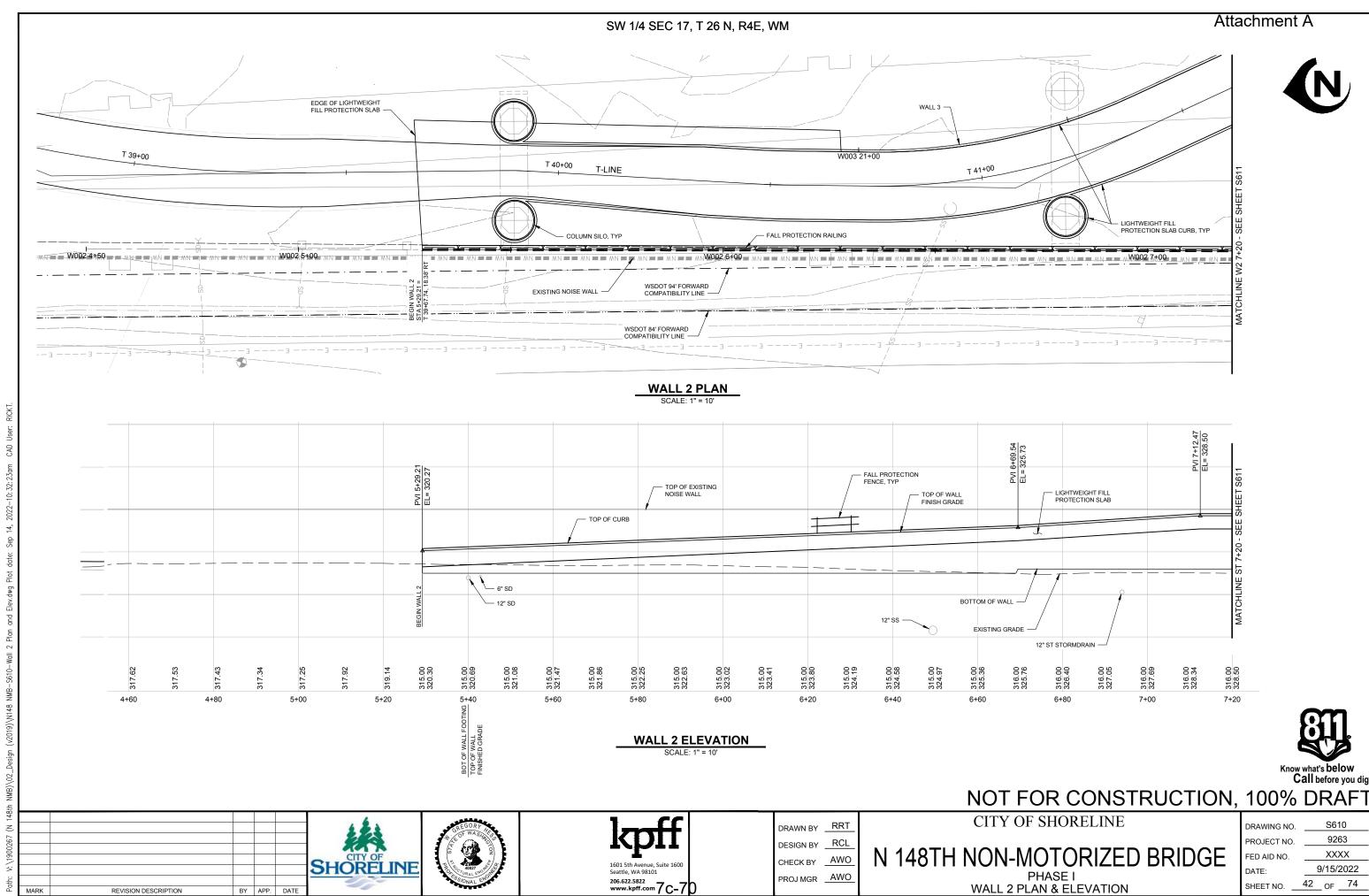
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PROJ MGR	AWO	

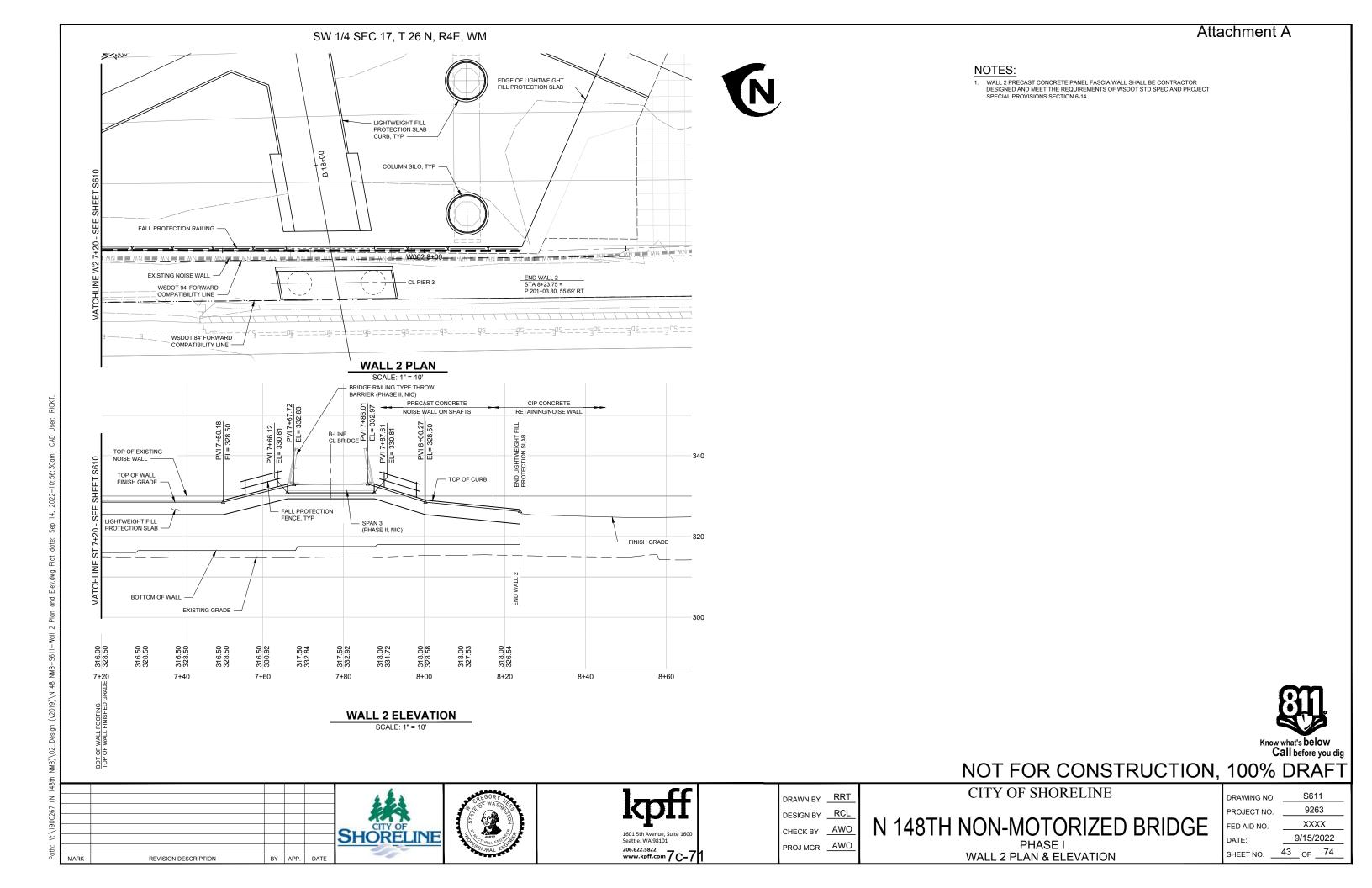
N 148TH NON-MOTORIZED BRIDGE
PHASE I

ABUTMENT 4 SECTION AND DETAILS

CITY OF SHORELINE

DRAWING NO.	S180
PROJECT NO.	9263
FED AID NO.	XXXX
DATE:	9/15/202
OUEET NO	40 05 7





206.622.5822 www.kpff.com

REVISION DESCRIPTION

Attachment A

- THE PROPOSED CONSTRUCTION SEQUENCE CONSISTS OF REMOVING, STOCKPILING, AND REINSTALLING THE EXISTING PRECAST NOISE WALL PANELS. EXISTING WALL DETAILS PROVIDED FOR THE CONTRACTOR'S
- CONTRACTOR TO FIELD VERIFY LOCATION AND DIMENSIONS PRIOR TO
- "NOISE WALLS" SHALL BE CONSIDERED "NOISE BARRIER WALLS" SUBJECT TO THE REQUIREMENTS OF WSDOT STD SPEC SECTION 6-12.
- 5. EXISTING ABANDONED SHAFTS SHOWN ARE BASED ON AS-BUILT DRAWINGS FROM THE CONTRACT FOR THEIR CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY LOCATIONS.
- 6. REQUIRED TOP OF WALL ELEVATION IN PROFILE IS BASED ON AS-BUILT DRAWINGS. CONTRACTOR SHALL CONFIRM ELEVATION MEETS OR EXCEEDES EXISTING TOP OF WALL ELEVATIONS



TOP OF WALL L200 FINISH GRADE BOTTOM OF WALL L200 FINISH GRADE EXISTING GRADE BEFORE L200



S630

9263

NOT FOR CONSTRUCTION, 90% DRAFT

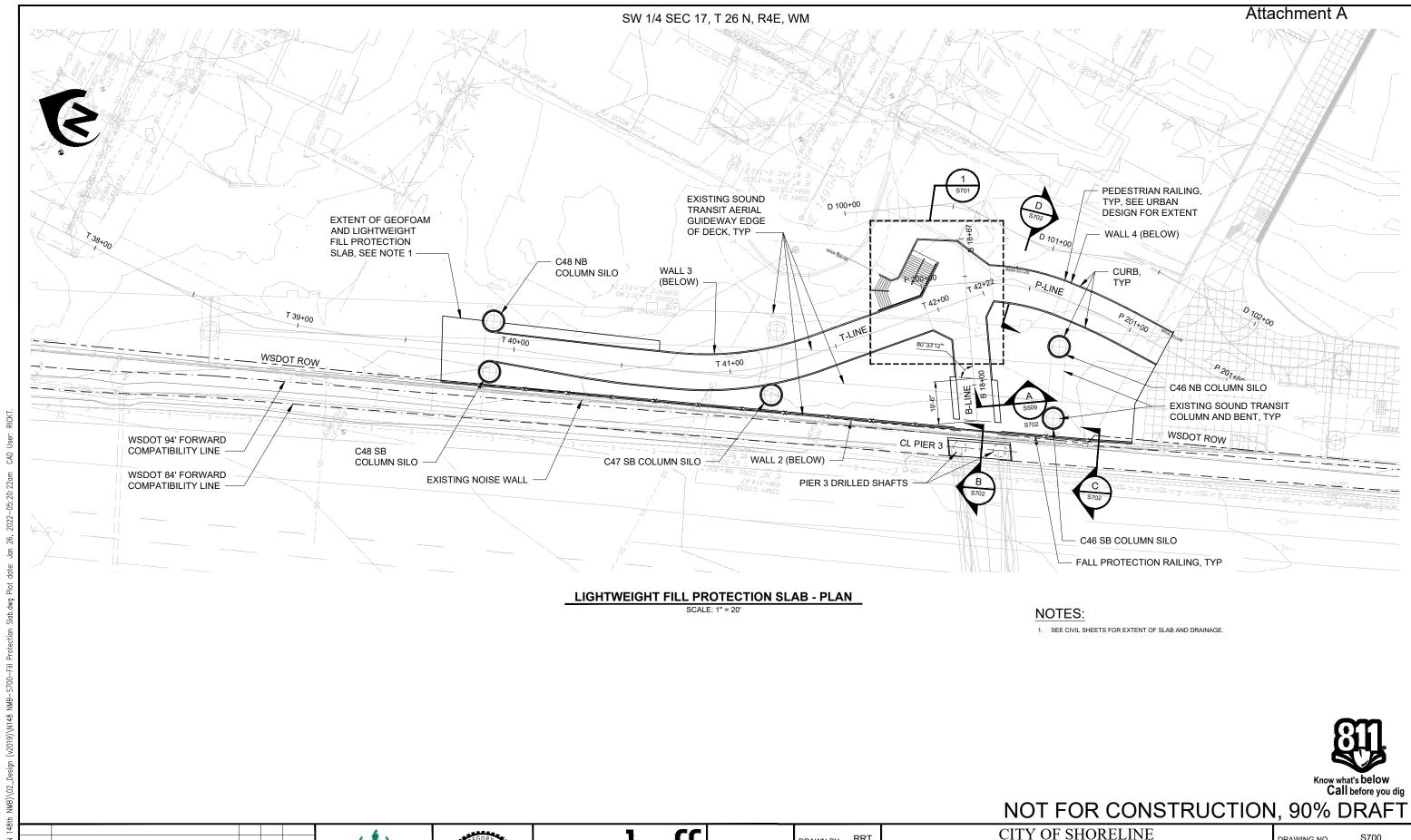
N 148TH NON-MOTORIZED BRIDGE PROJ MGR AWO

NOISE WALL PLAN, ELEVATION, PROPOSED CONSTR SEQUENCE

DRAWING NO.

PROJECT NO.

XXXX 9/15/2022 SHEET NO. 47 OF 74



REVISION DESCRIPTION

SHORELINE





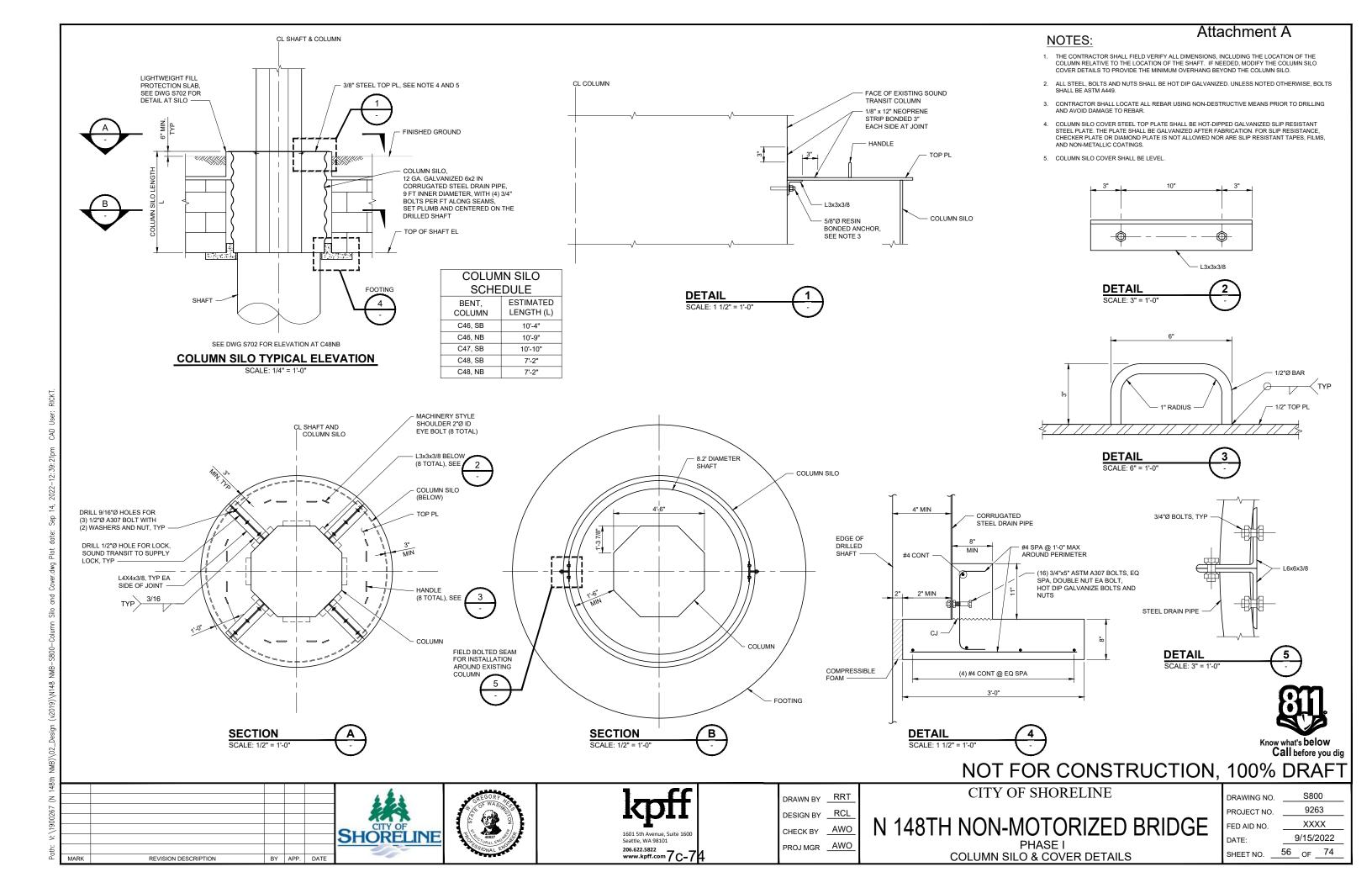
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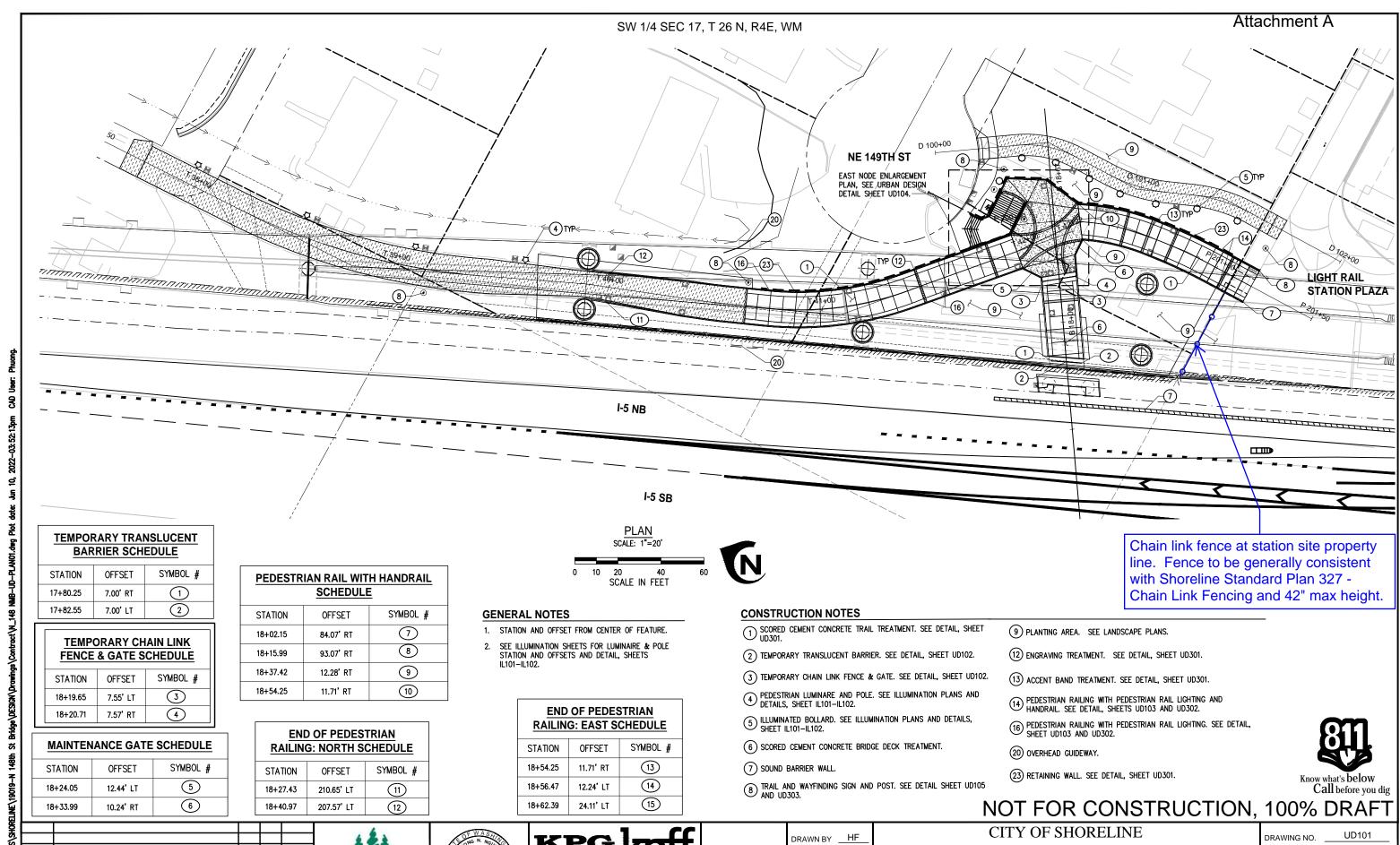
N 148TH NON-MOTORIZED BRIDGE

LIGHTWEIGHT FILL PROTECTION SLAB PLAN

DRAWING NO. PROJECT NO. SHEET NO. ___53_ OF __74

9263 XXXX 9/15/2022





SEATTLE | Tacoma

Suite 400 WA 98121 Bellevue

3131 Eliott Ave

SHORELINE

DESIGN BY KPG

PROJ MGR AWO

KPG PROJ # 19019

CHECK BY

9263

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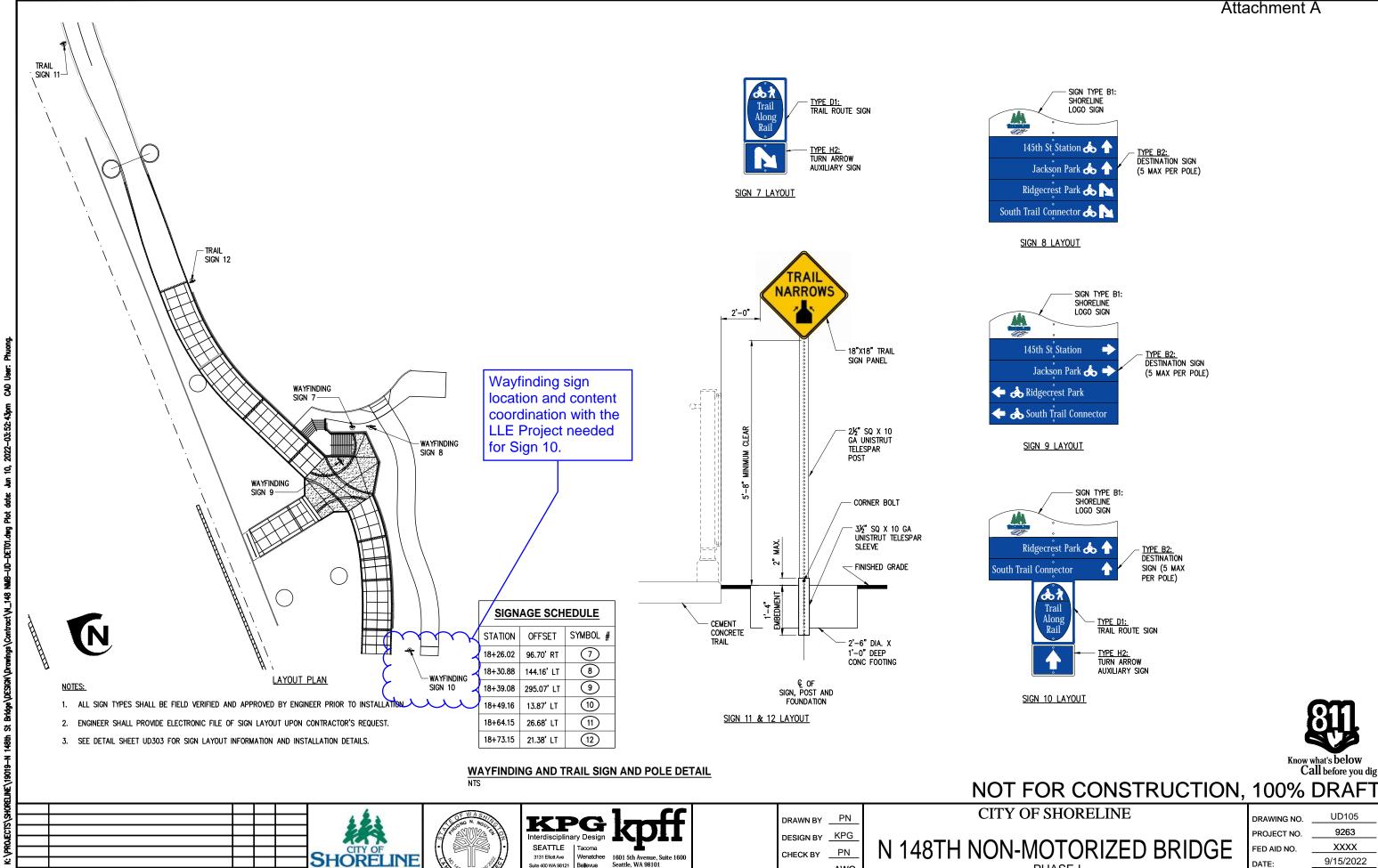
9/15/2022

SHEET NO. ___57__OF __74

PROJECT NO.

N 148TH NON-MOTORIZED BRIDGE

URBAN DESIGN PLAN



PROJ MGR AWO

KPG PROJ # 19019

9/15/2022

SHEET NO. 61 OF 74

PHASE I URBAN DESIGN DETAILS

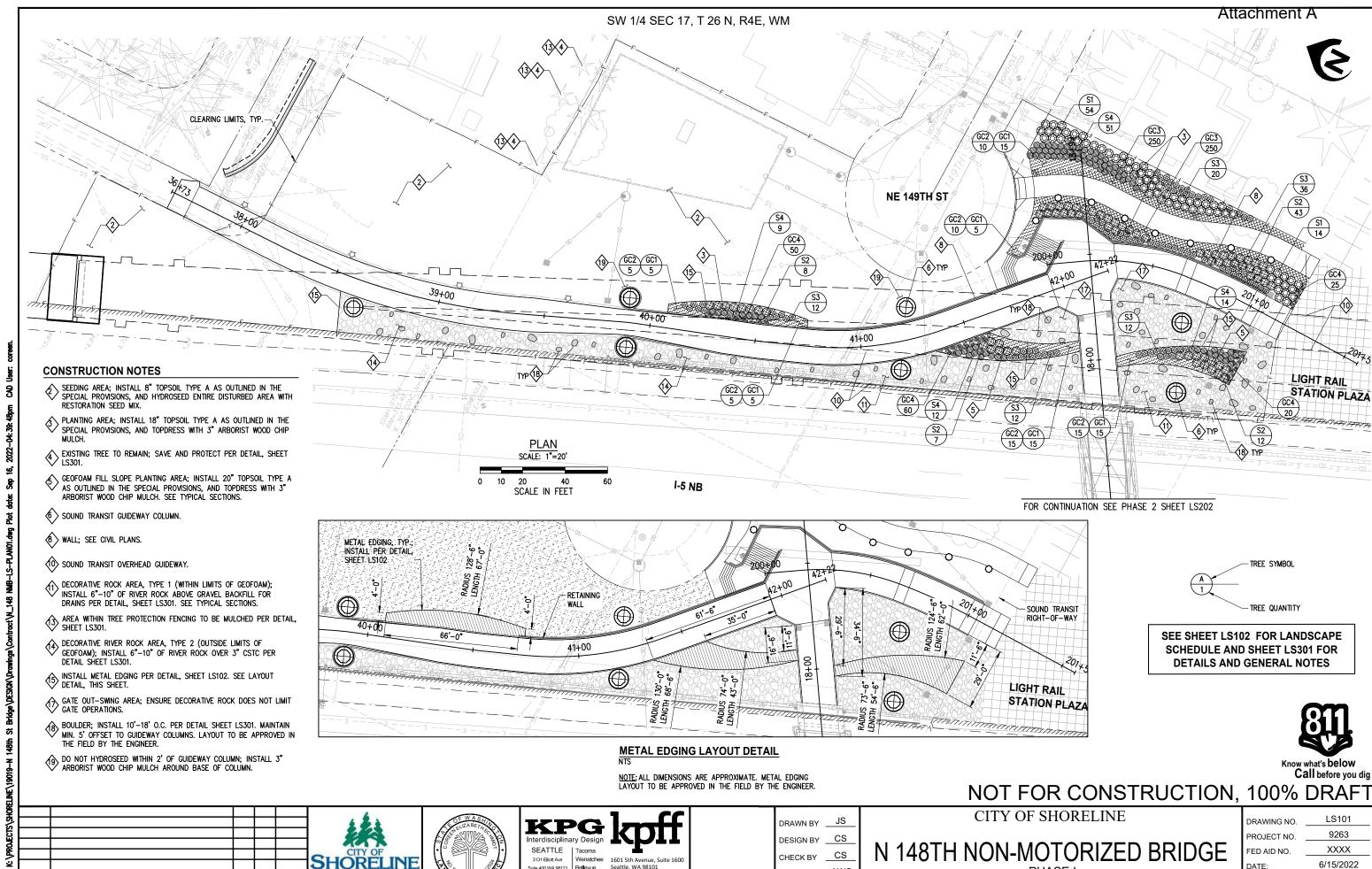
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206.622.5822 www.kpff.com 7c-76

REVISION DESCRIPTION



PROJ MGR AWO

KPG PROJ # 19019

Suite 400 WA 98121 Bellevue

206.622.5822 www.kpff.com 7C-7

6/15/2022

OF XX

DATE:

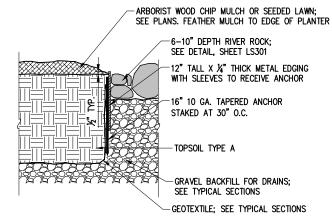
SHEET NO.

PHASE I LANDSCAPE PLAN

REVISION DESCRIPTION

*INTERMIX IN GROUPS OF 3-5 MIN. PER SPECIES.

Up to thirty-two (32) replacement trees will be planted by the City. Trees meeting Shoreline code requirements for light rail replacement trees with either be added to the Bridge Project or another City project within 1/4 mile of the LLE Project, unless otherwise agreed.



TYPICAL METAL EDGING DETAIL

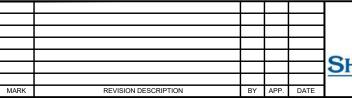
GENERAL NOTES

- ALL PLANT MATERIALS SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK. ANSI Z60.1 MOST CURRENT VERSION.
- 2. PLANT, MAINTAIN, AND WARRANTY AS PER SPECIAL PROVISIONS.
- DO NOT SUBSTITUTE SPECIES WITHOUT THE APPROVAL OF ENGINEER.
- INSTALL 3" ARBORIST WOOD CHIP MULCH OVER ALL DISTURBED AREAS NOT BEING SEEDED OR PLANTED, UNLESS OTHERWISE NOTED.
- PROPERTY RESTORATION TO BE DONE AS DIRECTED BY THE PROJECT

SEE SHEET LS301 FOR TYPICAL **PLANTING DETAILS**



NOT FOR CONSTRUCTION, 100% DRAFT









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DESIGN BY	CS	
CHECK BY	CS	
PROJ MGR	AWO	
KPG PROJ#	19019	

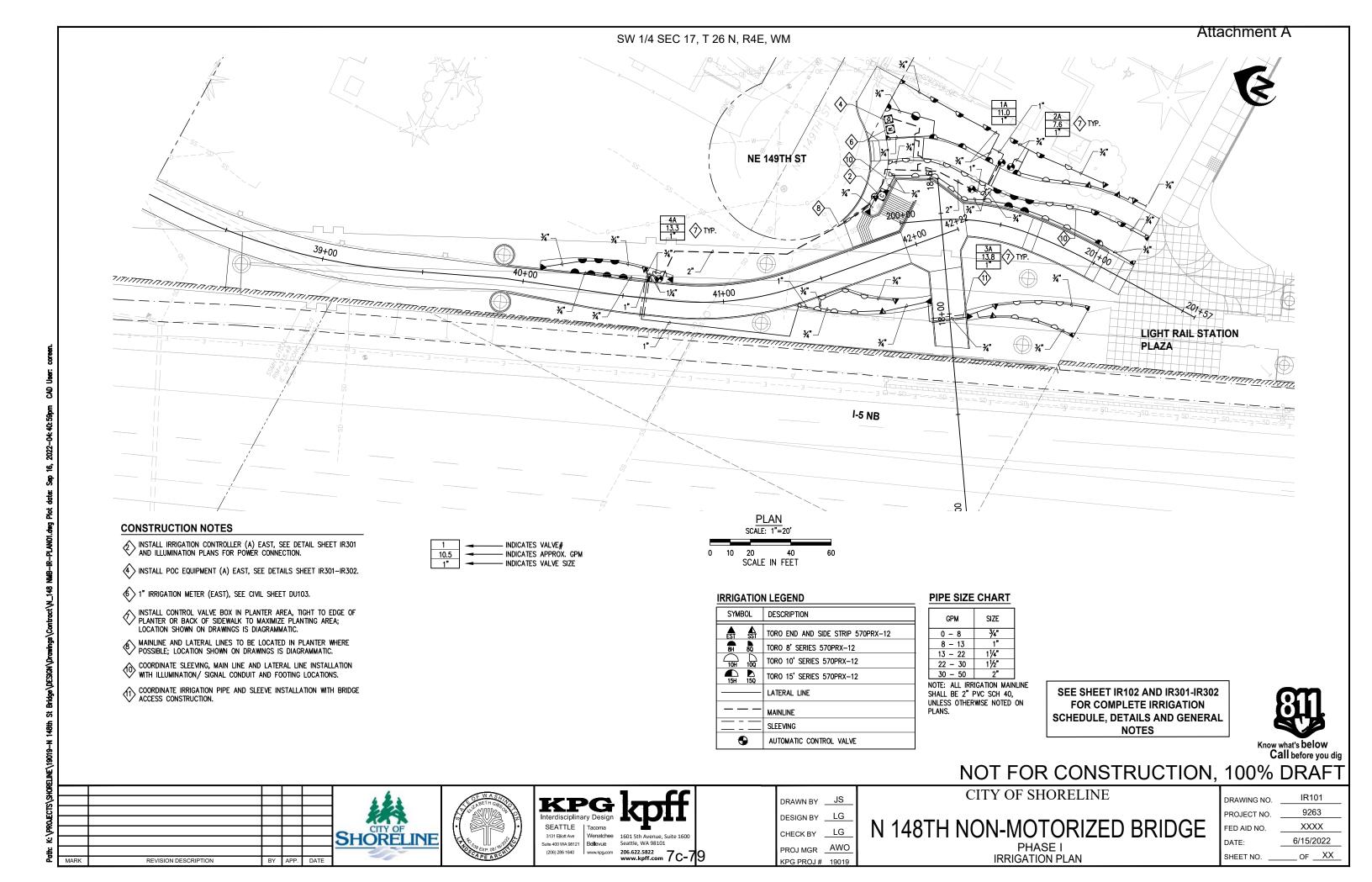
N 148TH NON-MOTORIZED BRIDGE

LANDSCAPE SCHEDULE & DETAILS

DRAWING NO.	LS102
PROJECT NO.	9263
FED AID NO.	XXXX
DATE:	6/15/2022
1	

CITY OF SHORELINE

OF XX SHEET NO.



GENERAL NOTES

COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH INSTALLATION
OF OTHER UTILITIES. LOCATE AND PROTECT ALL UNDERGROUND
UTILITIES DURING INSTALLATION OF IRRIGATION SYSTEM.

Attachment A

- IRRIGATION SYSTEM SHALL BE INSTALLED, TESTED, MAINTAINED AND GUARANTEED AS PER SPECIFICATIONS.
- IRRIGATION SYSTEM IS DESIGNED TO OPERATE FROM 35-40 PSI. CONTRACTOR SHALL FIELD CHECK EXISTING WATER PRESSURE.
- LOCATIONS OF IRRIGATION MAIN LINE, LATERALS, SLEEVING AND VALVES INDICATED ON DRAWINGS ARE SCHEMATIC ONLY. ADJUST LOCATIONS AS NECESSARY. DO NOT OVERSPRAY ONTO PAVED SURFACES
- 5. IRRIGATION MAIN LINE LOCATION IS DIAGRAMMATIC, LINE SHALL BE PLACED IN PLANTING AREAS WHEREVER POSSIBLE.
- MAIN LINE SHALL BE BURIED TO A DEPTH OF 24" BELOW FINISH GRADE. LATERAL LINE FOR SPRAY ZONES SHALL BE BURIED TO A DEPTH OF 18" BELOW FINISH GRADE.
- SLEEVE UNDER ALL PAVED SURFACES. SEE IRRIGATION PLANS FOR LOCATION OF PVC SLEEVING. SLEEVING SHALL BE 2 TIMES THE DIAMETER OF THE INSERT PIPE AND WIRES. IRRIGATION LINES CROSSING ROADS SHALL USE 6" MIN. SLEEVE.
- 8. CONTROLLER WIRES SHALL BE TAPED TOGETHER IN A BUNDLE AT 10' INTERVALS. SNAKE WIRE IN BOTTOM OF PIPE TRENCH WHERE POSSIBLE. WHERE PIPE TRENCH IS UNAVAILABLE WIRES SHALL BE PLACED IN SLEEVING. WIRES TO CONTROLLER SHALL BE PLACED IN 1" / 1.5" SLEEVE, USE 3M DBY SPLICE KITS.
- ALL EQUIPMENT SHALL BE AS SPECIFIED OR APPROVED EQUAL BY CITY OF SHORELINE. SYSTEM IS SPECIFICALLY DESIGNED FOR IRRIGATION EQUIPMENT SHOWN ON PLANS AND SUBSTITUTION WILL REQUIRE REDESIGN AND RECALCULATION OF IRRIGATION ZONES, BY THE CONTRACTOR
- NO GALVANIZED FITTINGS. ONLY BRASS OR SCH 40 PVC SHALL BE USED.
- IRRIGATION TRENCHING NEAR ANY TREES TO REMAIN SHALL BE DONE WITH THE MINIMUM AMOUNT OF DISTURBANCE POSSIBLE. TRIM AND CUT CLEAN ANY EXPOSED OR DAMAGED ROOTS.

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION
10H 10Q 8H 8Q 15H 15Q	TORO	570Z-12P PRX COM TORO PRECISION SPRAY SERIES	SHRUB SPRAY HEAD, 12" POPUP END, SIDE, 8'-15' RADIUS AT 40PSI, END AND SIDE STRIP. INSTALL ON SWING JOINT, SEE DETAIL SHEET IR302
C	TORO	SENTINEL SB-12-PS1-U2 WITH CTM	(1) 12-STATION OUTDOOR CONTROLLER, PROVIDE 3 SPARE WIRES (RED) FROM THE CONTROLLER THROUGH EACH CONTROL VALVE BOX, TO FURTHEST VALVE BOX FROM CONTROLLER. SEE SHEET IR301 FOR FOUNDATION INSTALLATION DETAIL. SEE SHEET IL101 FOR ELECTRICAL POWER SERVICE
•	TORO	220	AUTOMATIC CONTROL VALVE - SIZE AS NOTED ON PLAN, SEE DETAIL THIS SHEET
POC			POINT OF CONNECTION, SEE DIAGRAM SHEET IR301
M			1" IRRIGATION METER SEE CIVIL SHEET DU103 FOR LOCATION AND CONNECTION
POINT OF CONNECTION EQUIPMENT, SEE DIAGRAM SHEET IR301-IR302			IR301-IR302
\bowtie	WILKINS	950XLT	1" DOUBLE CHECK VALVE, SEE DETAIL SHEET IR301
V	TORO	220	1" MASTER SHUT OFF VALVE TORO 220 WITH BADGER METER 228PV PVC TEE FLOW SENSOR
Q	RAINBIRD	44-LRC	1" BRASS QUICK COUPLER VALVE WITH LOCKING VINYL COVER. INSTALL ONE AT DOUBLE CHECK VALVE ASSEMBLY, PER DETAIL SHEET IR301
V	NIBCO	T-113-LF	1" BRONZE GATE VALVE
			PVC SCH 40, IRRIGATION MAIN LINE - 24" MIN COVER
			PVC SCH 40, LATERAL SUPPLY LINE- 18" MIN COVER - SIZE AS NOTED.
=====			SLEEVING, PVC SCHEDULE 40, SIZE TWICE INSERT PIPE DIA.



REVISION DESCRIPTION

Know what's below Call before you dig

NOT FOR CONSTRUCTION, 100% DRAFT

SHORELINE

BY APP. DATE





DRAWN BY JS
DESIGN BY LG
CHECK BY LG
PROJ MGR AWO
KPG PROJ # 19019

N 148TH NON-MOTORIZED BRIDGE

CITY OF SHORELINE

PHASE I IRRIGATION SCHEDULE & DETAILS

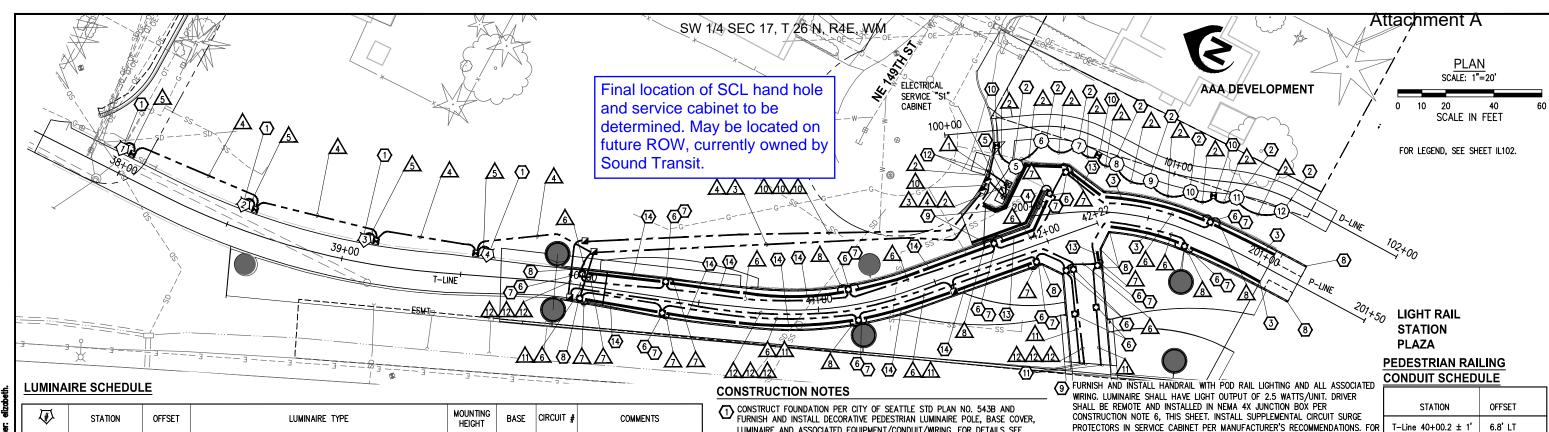
 DRAWING NO.
 IR102

 PROJECT NO.
 9263

 FED AID NO.
 XXXX

 DATE:
 6/15/2022

 SHEET NO.
 OF
 XX



#	STATION	OFFSET	LUMINAIRE TYPE	MOUNTING HEIGHT	BASE	CIRCUIT #	COMMENTS
1	T-Line 37+97	9.4' LT	DEC PEDESTRIAN 55W, LED, II, 3000K, B1-U0-G1, 120V	12'	FIXED	2	
2	T-Line 38+54	9.7' LT	DEC PEDESTRIAN 55W, LED, II, 3000K, B1-U0-G1, 120V	12'	FIXED	2	
3	T-Line 39+08	9.5' LT	DEC PEDESTRIAN 55W, LED, II, 3000K, B1-U0-G1, 120V	12'	FIXED	2	
4	T-Line 39+63	8.9' LT	DEC PEDESTRIAN 55W, LED, II, 3000K, B1-U0-G1, 120V	12'	FIXED	2	
5	D-line 100+28	15.8' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
6	D-line 100+40	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
7	D-line 100+58	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
8	D-line 100+77	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
9	D-line 100+92	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
10	D-line 101+08	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
11	D-line 101+27	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS
12	D-line 101+49	6.0' RT	ILLUMINATED BOLLARD 10W, LED, 3000K, B0-U3-G1, 120V	-	FIXED	4	SURFACE MOUNT WITH J-BOLTS

WIRE NOTES

		-	
	RACEWAY/ CONDUIT SIZE	CONDUCTORS	COMMENTS
1	3" PVC	3-#2 (POWER)	*, FEEDER, NO GROUND, PER SCL STD 1714.50
2	1.5" PVC	2-#8 (BOLLARD), 1-#6 (GROUND)	*
3	2" PVC	4-#8 (RAIL), 1-#6 (GROUND)	*
4	2" PVC	4-1/C (#6, PED)	*, INCLUDES GROUND, PER SCL STD 1714.50
5	2" PVC	3-1/C (#12, POLE & BRACKET),	*, INCLUDES GROUND, PER SCL STD 1714.50
6	1.5" RMC	2-#8 (RAIL), 1-#6 (GROUND)	**
7	0.5" LFMC	2-#16 (RAIL LEAD WIRES)	**, STUB OUT TO RAIL
8	0.5" LFMC	4-#16 (RAIL LEAD WIRES)	**, STUB OUT TO RAIL
9	2" PVC	2-#6 (IRR), 1-#6 (GROUND)	*
10	2" PVC		*, SPARE
11	1.5" RMC		**, SPARE
12	2" RMC		**. SPARE

BY APP. DATE

REVISION DESCRIPTION

- INSTALLED IN TRENCH
- ** INSTALLED IN LIGHTWEIGHT FILL PROTECTION SLAB
- TRENCHED CONDUIT OUTSIDE OF ELEVATED STRUCTURES SHALL BE PER SCL CONSTRUCTION STANDARD 0224.07. CONDUIT INSTALLED IN THE TRAIL ELEVATED STRUCTURE SHALL BE PER STRUCTURAL PLANS.
- CONDUIT EXPANSION/DEFLECTIONS FITTINGS, PER WSDOT STANDARD PLAN J-60.11 AND STRUCTURAL PLANS, SHALL BE USED IN SOIL TO STRUCTURE TRANSITIONAL AREAS AND IN JOINTS WHERE STRUCTURE MOVEMENT IS EXPECTED.
- ALL PVC CONDUIT CONTAINING CONDUCTORS SHALL CONTAIN GROUND WIRE. WIRE SIZE SHALL BE #6 MINIMUM. CONDUITS THAT DO NOT CONTAIN ELECTRICAL CONDUCTORS SHALL INCLUDE A DETECTABLE PULL TAPE AND SHALL BE LABELED "CITY OF SHORELINE". ALL FLEXIBLE STEEL CONDUIT SHALL BE PER WSDOT

STANDARD SPECIFICATIONS SECTION 9-29.

- FURNISH AND INSTALL DECORATIVE PEDESTRIAN LUMINAIRE POLE, BASE COVER, LUMINAIRE AND ASSOCIATED EQUIPMENT/CONDUIT/WIRING. FOR DETAILS SEE LUMINAIRE SCHEDULE, THIS SHEET AND STD ILLUMINATION DETAILS, SHEET IL301. FOR POLE/JUNCTION BOX SPLICING DETAILS AND FUSING DETAILS SEE SCL CONSTRUCTION STANDARD 1730.00. SEE SPECIAL PROVISIONS.
- (2) CONSTRUCT BOLLARD FOOTING AND FURNISH AND INSTALL ILLUMINATED BOLLARD BASE PLATE AND ALL ASSOCIATED EQUIPMENT PER ILLUMINATION DETAILS SHEET IL102 AND SPECIAL PROVISIONS. INSTALL COMPACTED GRAVEL AROUND BOLLARD FOR FUTURE WEED CONTROL. INSTALL CONDUIT AND WRING PER WIRE NOTES, THIS SHEET. INSTALL CIRCUIT SURGE PROTECTORS IN SERVICE CABINET PER MANUFACTURER'S RECOMMENDATIONS.
- (3) FURNISH AND INSTALL PEDESTRIAN RAILING WITH POD RAIL LIGHTING AND ALL ASSOCIATED WIRING. LUMINAIRE SHALL HAVE LIGHT OUTPUT OF 2 WATTS/UNIT. DRIVER SHALL BE REMOTE AND INSTALLED IN NEMA 4X JUNCTION BOX PER CONSTRUCTION NOTE 6. THIS SHEET, INSTALL SUPPLEMENTAL CIRCUIT SURGE PROTECTORS IN SERVICE CABINET PER MANUFACTURER'S RECOMMENDATIONS. FOR DETAILS, SEE SHEETS IL102, IL301, UD103, UD302 AND SPECIAL PROVISIONS.
- CONSTRUCT FOUNDATION PER WSDOT STD PLAN J-10.10 AND FURNISH AND INSTALL ELECTRICAL SERVICE CABINET TYPE D PER WSDOT STD PLAN J-10.21 AND CONNECT ALL FIELD WIRING. COORDINATE ELECTRICAL SERVICE METER BASE INSTALLATION WITH THE POWER COMPANY REPRESENTATIVE. FOR PANEL SCHEDULE AND LOCATION SEE SHEET IL102. VERIFY FINAL LOCATION WITH THE ENGINEER IN THE FIELD, SEE SPECIAL PROVISIONS
- (5) IRRIGATION CONTROLLER CABINET. INSTALL 2" CONDUIT AND 3-#6 WIRING TO CONNECT IRRIGATION CONTROLLER TO THE SERVICE CABINET. FOR ADDITIONAL INFORMATION SEE IRRIGATION PLAN, SHEETS IR201 AND IR202.
- 6 FURNISH AND INSTALL NEMA TYPE 4X ALUMINUM LOCKABLE ENCLOSURE IN SIDEWALK LOCATED ON STRUCTURE PER WSDOT STD PLAN J-40.40. THE SIZE OF THE 4X ENCLOSURE SHALL BE DETERMINED BASED OFF NUMBER OF DRIVERS AND SPLICES. FOR NUMBER OF DRIVERS SEE ONE-LINE DIAGRAM, SHEET IL102. INSTALL ALL ASSOCIATED EQUIPMENT/CONDUIT/WIRING PER THE PLANS. CONTRACTOR SHALL VERIFY ENCLOSURE DIMENSIONS WITH ENGINEER PRIOR TO
- 7) FURNISH AND INSTALL CONDUIT BETWEEN THE JUNCTION BOX AND PEDESTRIAN RAILING POST, FOR STATION/OFFSET SEE PEDESTRIAN RAILING CONDUIT SCHEDULE, THIS SHEET. EXACT CONDUIT LOCATION TO BE DICTATED BY PEDESTRIAN RAILING POST LAYOUT. FOR DETAILS SEE SHEET IL102 AND URBAN DESIGN SHEETS. FOR CONDUIT TYPE AND WIRING, SEE WIRE NOTES, THIS SHEET. CAP OPEN END OF CONDUIT UNTIL PEDESTRIAN RAIL LIGHTING IS INSTALLED.
- (8) EXTENTS OF PEDESTRIAN RAIL LICHTING. FOR STATION/OFFSET SEE URBAN DESIGN SHEET UD101

- PROTECTORS IN SERVICE CARINET PER MANUFACTURER'S RECOMMENDATIONS FOR DETAILS, SEE SHEETS IL102, IL301, UD104, UD302, AND SPECIAL PROVISIONS.
- $\ensuremath{\overline{\text{10}}}$ install fusing and disconnect per SCL construction standard 1730.00. See special provisions.
- (11) CONTINUE SPARE CONDUIT TO END OF GRAVEL SURFACE AND CAP.
- (2) LOCATION OF SCL POWER VAULT WITH SINGLE PHASE 120/240V TRANSFORMER. INSTALL CONDUIT INTO VAULT. INSTALL WIRING AND COIL SPARE 20' OF WIRING IN THE VAULT, TO BE TERMINATED BY SCL. COORDINATE ALL WORK WITH THE SCL REPRESENTATIVE.
- (3) FURNISH AND INSTALL PEDESTRIAN RAILING WITH POD RAIL LIGHTING AND ALL ASSOCIATED WIRING, LUMINAIRE SHALL HAVE LIGHT OUTPUT OF 2.5 WATTS/UNIT. DRIVER SHALL BE REMOTE AND INSTALLED IN NEMA 4X JUNCTION BOX PER CONSTRUCTION NOTE 6, THIS SHEET. INSTALL SUPPLEMENTAL CIRCUIT SURGE PROTECTORS IN SERVICE CABINET PER MANUFACTURER'S RECOMMENDATIONS. FOI DETAILS, SEE SHEETS IL102, IL301, UD103, UD302 AND SPECIAL PROVISIONS.
- 14 FURNISH AND INSTALL PEDESTRIAN RAILING WITH POD RAIL LIGHTING AND ALL ASSOCIATED WIRING. LUMINAIRE SHALL HAVE LIGHT OUTPUT OF 1.5 WATTS/UNIT DRIVER SHALL BE REMOTE AND INSTALLED IN NEMA 4X JUNCTION BOX PER CONSTRUCTION NOTE 6, THIS SHEET. INSTALL SUPPLEMENTAL CIRCUIT SURGE PROTECTORS IN SERVICE CABINET PER MANUFACTURER'S RECOMMENDATIONS. FOR DETAILS, SEE SHEETS IL102, IL301, UD103, UD302 AND SPECIAL PROVISIONS.

GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE WSDOT/APWA STANDARD PLANS, STANDARD SPECIFICATIONS, SEATTLE CITY LIGHT (SCL.) CONSTRUCTION AND MATERIALS STANDARDS, CITY OF SEATTLE STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND MUNICIPAL CONSTRUCTION, CITY OF SEATTLE STANDARDS CITY OF SHORELINE STANDARDS AND THESE PLANS AND SPECIAL PROVISIONS.
- 2. THE CONTRACTOR SHALL CONTACT SCL FOR INSTALLATION OF METER BASE AND REGARDING CONNECTION TO THE POWER SOURCE.
- 3. THE LOCATION OF ALL FEATURES TO BE INSTALLED BY THE CONTRACTOR ARE FOR GRAPHICAL PRESENTATION ONLY. FINAL LOCATION SHALL BE VERIFIED IN FIELD BY THE ENGINEER PRIOR TO INSTALLATION.
- CONDUIT LOCATIONS ARE SHOWN FOR GRAPHICAL REPRESENTATION ONLY, FINAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER IN THE FIELD.
- 5. ALL JUNCTION BOXES PLACED IN SIDEWALK SHALL HAVE NON-SKID LIDS.
- 6. FOR PEDESTRIAN RAILING WITH PEDESTRIAN RAIL LIGHTING EXTENTS, SEE URBAN



IL101

9263

XXXX

9/15/2022

OF

NOT FOR CONSTRUCTION, 100% DRAFT

CITY OF SHORELINE

N 148TH NON-MOTORIZED BRIDGE

ILLUMINATION PLAN

DRAWING NO.	
PROJECT NO.	
FED AID NO.	_
DATE:	_
SHEET NO	72

 $T-Line\ 40+00.2\ \pm\ 1'$

T-Line 41+13.8 ± 1'

T-Line 41+15.7 ± 1'

T-Line 41+78.4 ± 1

T-Line 41+94.6 ± 1

P-Line 200+74.6 ± 1

P-Line 200+68.5 ± 1'

T-Line 42+06.9 ± 1'

 $T-Line 42+18.9 \pm 1$

T-Line 42+17.6 ± 1'

 $T-Line\ 40+35.6\ \pm\ 1'$

 $T-Line\ 40+35.0\ \pm\ 1'$

T-Line 42+18.4 ± 1'

7.1' RT

8.2' LT

8.3' RT

8.3' LT

8.3' RT

8.3' LT

8.3' RT

20.0' LT

26.6' LT

18.3' RT

8.2' RT

7.8' LT

26.9' LT

SEATTLE 3131 Elliott Ave SHORELINE uite 400 WA 98121

Wenatchee 1601 5th Avenue, Suite 1600 206.622.5822

DESIGN BY CHECK BY PROJ MGR _ AWO KPG PROJ # 19019

DRAWN BY <u>EH</u>

EΗ

Exhibit F - Temporary Construction Easement - Bridge Project

When Recorded Return To:
WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM
Document Title(s) (or transactions contained therein):
EASEMENT - TEMPORARY CONSTRUCTION
Reference Number(s) of Documents assigned or released:
Additional reference numbers on page of document
Grantor(s): (Last name first, then first name and initials)
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
☐ Additional names on page _ of document
Grantee(s): (Last name first, then first name and initials)
SHORELINE, CITY OF
☐ Additional names on page _ of document
Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)
☐ Additional legal is on Exhibit "A" of document
Assessor's Property Tax Parcel Account Number(s):
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "Agreement") is entered into on the date of the last signature below by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Grantor" or "Sound Transit"), and THE CITY OF SHORELINE ("Grantee" or "the City).

RECITALS

- A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington ("RCW") with all the powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the power to acquire and dispose of real property for such purposes.
- B. 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 authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- C. Sound Transit owns the real property located in King County, Washington that is legally described in **Exhibit A** and depicted on **Exhibit B** (the "Property"). Sound Transit acquired the Property in connection with the construction of its Lynnwood Link Extension project (the "LLE Project"), including the Shoreline South/148th Street light rail station (the "Station").
- D. The City is planning to develop a non-motorized bridge over Interstate 5, to enhance access to the Station (the "Bridge Project"), which will benefit both Sound Transit and the City. In connection with its construction of the Bridge Project, the City desires access to and use of the portion of the Property that is described on **Exhibit C** and depicted on **Exhibit D** (the "Easement Area").
- F. Sound Transit and the City are parties to that certain Right-of Way Vacation Agreement, pursuant to which Sound Transit has agreed to convey portions of the Property to the City in exchange for the City's vacation of certain portions of City right-of-way for conveyance to Sound Transit. Sound Transit will not be able to convey such portions of the Property to the City until after completion of the LLE Project.
- G. Sound Transit and the City have previously entered into the 148th Non-Motorized Bridge East Landing Project Coordination Agreement (the "Coordination Agreement"). The Coordination Agreement contemplates that Sound Transit will grant a temporary construction easement to the City, at no cost, for construction of portions of the Bridge Project.

AGREEMENT

In consideration of the benefits to be received as part of the Bridge Project, the terms and conditions of this Agreement, and other mutual benefits, the parties hereby agree as follows:

- 1. <u>Grant of Temporary Construction Easement</u>. Grantor does hereby grant and convey to Grantee, a temporary easement (the "Easement") in, on, over, under, across and upon the Easement Area.
- 2. <u>Purposes</u>. Grantee shall have the right to enter upon the Easement Area for the purpose of construction of the Bridge Project, including but not limited to constructing a nonmotorized bridge and related appurtenances, including without limitation:
 - a. conducting survey, potholing, erosion control, demolition, and excavation;
 - b. construction of the east bridge piers and abutment;
 - c. grading, backfill and compaction;
 - d. installation of column silos, light weight structural fill, walls, fill protection slabs, railings, fences, signage, electrical service, irrigation, and lighting;
 - e. construction of concrete stairs; paving of pathways and frontage improvement; landscaping;
 - f. construction and/or modification of surface water infrastructure including detention and conveyance facilities; and
- g. utility adjustments, together with the right of ingress and egress thereto, without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefor.
- 3. <u>Terms and Conditions</u>. The Easement is granted subject to the following terms and conditions:
 - a. The term of the Easement (the "Term") shall be a consecutive period which shall occur between _____ and _____. The Term shall commence upon written notification from Grantee to Grantor.
 - b. Grantee shall not permit any party except Grantee and Grantee's duly authorized representatives, employees, agents, and contractors ("Representatives") to enter into the Easement Area and shall require its Representatives to comply with the terms of this Agreement. Grantee and its Representatives shall properly remove and dispose of all construction debris used or generated in connection with its work on the Project. Grantee and its Representatives shall not dispose of any construction debris or other materials on the Easement Area or anywhere on the Property. Materials such as mud, soils, cutting slurry, etc. that are unsuitable for redistribution in the Easement Area shall be collected and disposed of at an appropriate disposal site. Grantee and its Representatives shall be responsible for cleaning up any hazardous waste or contaminated materials (including fuel leaks) arising out of the use of the Easement Area.

- c. On or before expiration or other termination of the Easement granted herein, Grantee shall restore the Easement Area to a reasonably safe, sanitary, and secure condition. The provisions of this Section shall survive expiration or other termination of this Agreement.
- d. Grantee and its Representatives will exercise their rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Grantor makes no guarantees, warranties or representations as to the safety or suitability of the Property or the Easement Area for the uses authorized under this Agreement. Grantee acknowledges that Grantee and its Representatives are using the Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.
- e. Grantee and its Representatives shall conduct their activities on the Property in a safe manner and shall at all times maintain the Easement Area in a safe condition. The Easement Area shall be secured and isolated from the Grantor's adjacent property with a security fence at all times.
- f. Grantee shall comply with all applicable Sound Transit rules and safety protocols, including required use of personal protective equipment (hard hat, safety glasses, safety vest, steel toed boots and gloves). Grantee and all of its Representatives working on the Property shall participate in a safety briefing. This briefing may be conducted by Sound Transit or by Sound Transit's contractor.
- g. Upon conveyance of the Property to Grantee as contemplated by the Right of Way Vacation Agreement, Grantee shall accept the same in a condition consistent with any and all alterations made by Grantee in connection with the Bridge Project, and Grantor shall not be responsible for the repair of any damage done to the Property by Grantee or its Representatives.
- h. Grantee shall be solely responsible for all costs and expenses of the Bridge Project. Neither Grantee nor its Representatives have authority to subject the Property to any lien or other encumbrance for material, labor, or other charges relating to operation, maintenance, repair and replacement of its Link light rail system hereunder or other acts pursuant to this Agreement, and Grantee expressly agrees that it shall defend, indemnify and hold Grantor harmless against any such lien as well as attorney's fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

- 2. <u>Grantor's Access to Easement Area</u>. Grantor shall have the right, upon reasonable notice to Grantee, to access the Easement Area to complete work related to the LLE Project on the Property, including without limitation for construction, inspection, repair, and maintenance purposes. In the event of an emergency, Grantor shall have the right to access the Easement Area without notice. To the extent Grantor requires access to the Easement Area for the purposes described herein, the parties shall coordinate their activities to ensure that each party's activities do not unreasonably interfere with or impede the other party's work within the Easement Area.
- 3. Indemnification. Grantee agrees to hold harmless, indemnify and defend Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Grantee, or damage to property, arising out of or in connection with Grantee's activities authorized by this Agreement, provided, however, that (a) Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of Grantor; and (b) Grantee's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Grantee and Grantor, or of Grantee and a third party other than an officer, agent, contractor or employee of Grantee, shall apply only to the extent of the negligence or willful misconduct of Grantee. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), Grantee specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.
- 4. <u>Insurance</u>. Grantee is a member of the Washington Cities Insurance Authority (WCIA), an insurance risk pool organized pursuant to RCW 48.62. Grantee agrees to require its general contractor to maintain, commercial general liability insurance, including riggers liability, if applicable, consistent with Grantee's contracting policies, which requires Commercial General Liability covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. The contractor's insurance shall (i) name, as an additional insured, Sound Transit and such other parties with an interest in the Property reasonably requested by Sound Transit and (ii) be issued by reputable insurance companies authorized to do business in the State of Washington. Upon request, Grantee shall furnish Sound Transit a Certificate of Insurance (COI), Additional Insured, Primary & Non-Contributory, Waiver of Subrogation Endorsements, or a coverage document from WCIA evidencing that the insurance as required herein is being maintained.
- 5. <u>Termination</u>. The rights granted hereunder, shall terminate with notice upon completion of the above-described purposes or upon conveyance of the Property to Grantee by Grantor

·	
6. <u>Authority</u> . Grantor hereby warrants that it i to convey the Easement.	s the owner of the Property and has authority
7. <u>Binding Effect</u> . The Easement is solely for Grantee, its successors in interest and assigns. Grantee, its successors in interest and assigns. Grantee, its successors in interest and assigns. Grantee, to accomplish the purposes described here terms of this Agreement. The Easement, and the dherein created, run with the land, burden the Proper and their successors, assigns, mortgagees and subletime, has a fee, leasehold, mortgage or other interest	in, provided that all such parties abide by the uties, restrictions, limitations and obligations ty and are binding upon Grantor and Grantee ssees and each and every person who, at any
8. <u>Amendment</u> . This Agreement may only be parties.	amended by mutual written consent by both
Sound Transit:	
By:	-
Its:	-
Date:	_
City of Shoreline:	
By:	-
Its:	-
Date:	_

consistent with the doctrine of merger but, in any event no later than

NOTARIZATION ON FOLLOWING PAGE

SOUND TRANSIT:	
State of Washington)	
County of King) ss.	
appeared before me on signed this instrument, on oath stated that	evidence that is the person who, 20, and said person acknowledged that they they are authorized to execute the instrument and of the Central Puget Sound Regional free and voluntary act of such party for the uses and
GIVEN under my hand and official seal thi	s, day of, 20
residin My ap Print I :	ARY PUBLIC in and for the State of Washington, and at prointment expires Name
CITY OF SHORELINE: State of Weshington	
State of Washington) onumber of State of Washington) ss. County of King)	
appeared before me on signed this instrument, on oath stated that	evidence that is the person who, 20, and said person acknowledged that they t they are authorized to execute the instrument and of the City of Shoreline to be the uses and purposes mentioned in this instrument.
. GIVEN under my hand and official seal thi	s, day of, 20
residir My ap	ARY PUBLIC in and for the State of Washington, ng atprointment expires

EXHIBIT A PARCEL LEGAL DESCRIPTIONS

PIN: 2881700323

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 3, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401090650, IN KING COUNTY, WASHINGTON.



PIN: 3222200030

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 3, HEGGEN PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 71 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.



PIN: 2004100045

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 9, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2004100052

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 2, KING COUNTY SHORT PLAT NUMBER S89S0071, RECORDED UNDER RECORDING NUMBER 9101170855, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2004100050

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 1, KING COUNTY SHORT PLAT NUMBER S89S0071, RECORDED UNDER RECORDING NUMBER 9101170855, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2881700390

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOTS 2 THROUGH 12, TREN'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON.

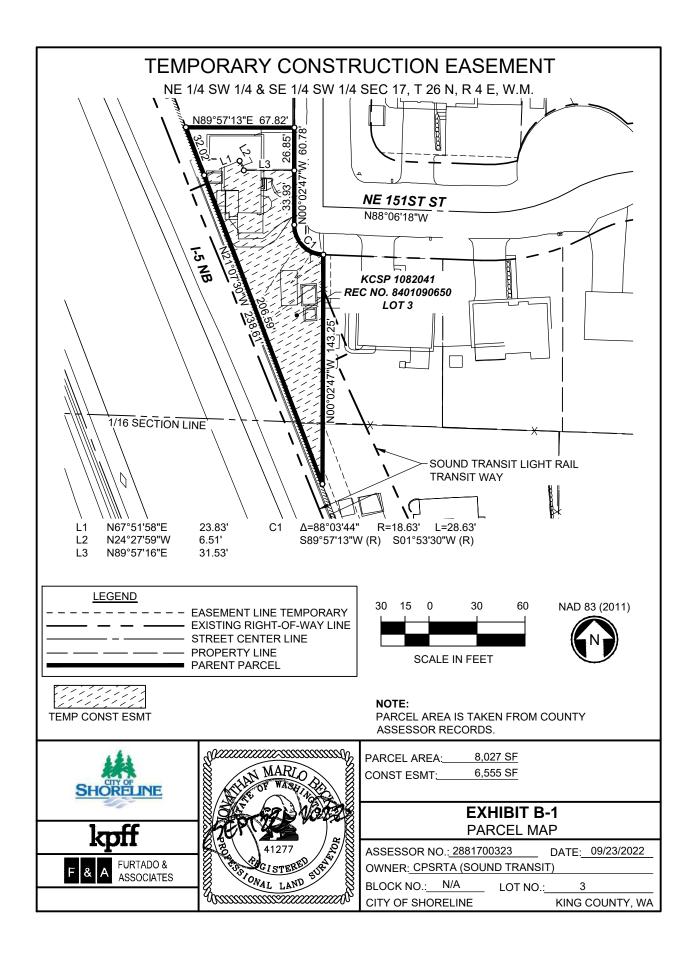
TOGETHER WITH LOT 10 AND THE SOUTH 137.18 FEET OF THE EAST 145 FEET OF TRACT 11, BLOCK 3, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON;

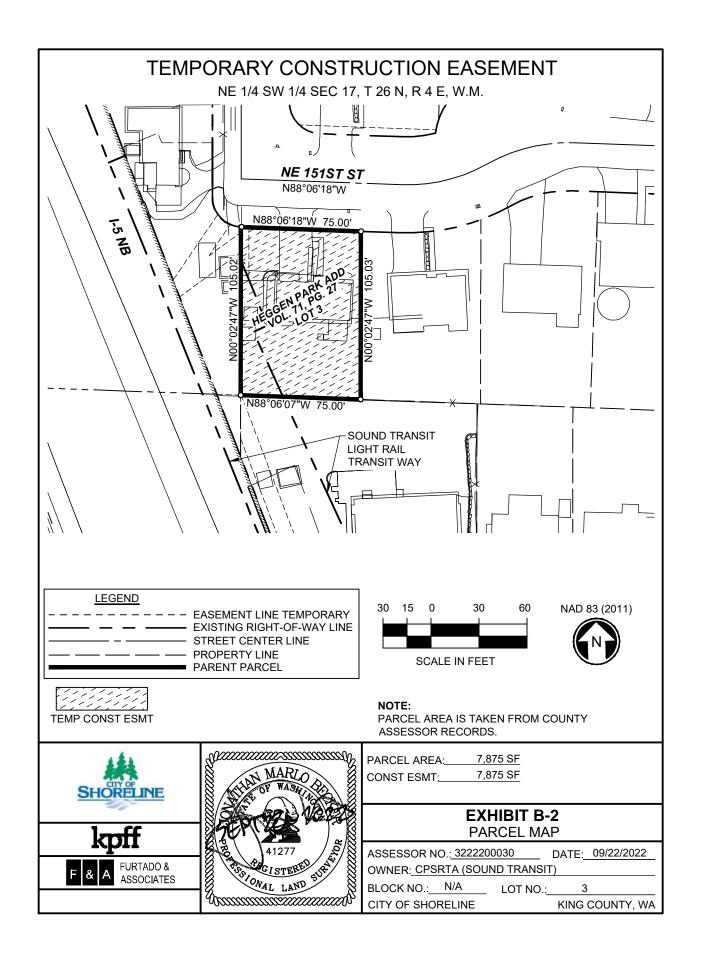
EXCEPT THE EAST 10 FEET THEREOF, CONVEYED TO KING COUNTY FOR ROAD (5TH AVENUE NORTHEAST) AS RECORDED UNDER RECORDING NUMBER 2662786, RECORDS OF KING COUNTY, WASHINGTON;

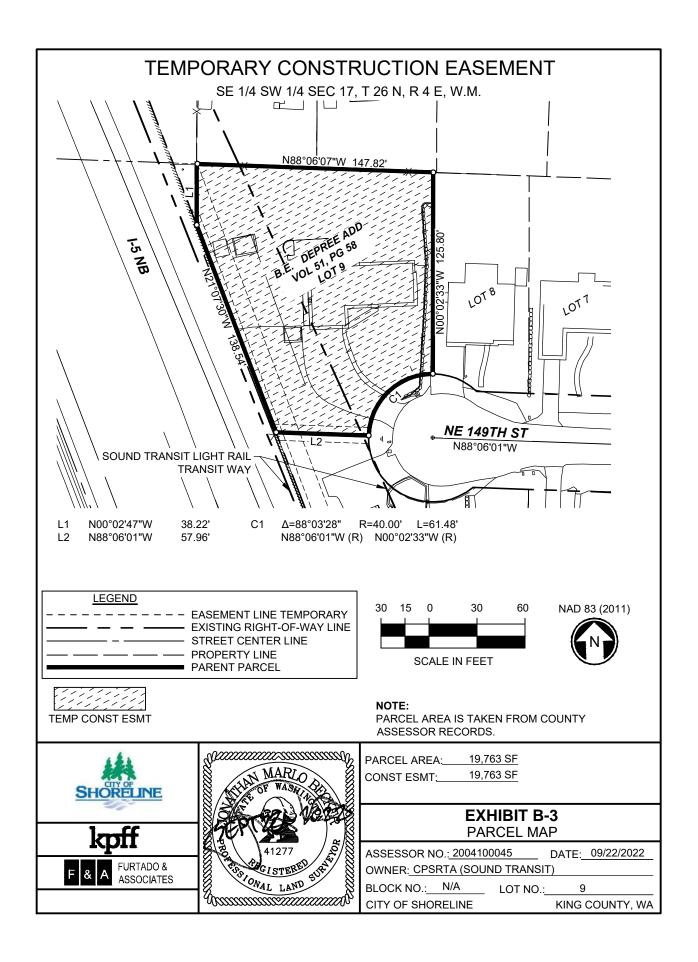
ALSO, EXCEPT PORTION FOR PRIMARY STATE HIGHWAY NO. 1, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 596588;

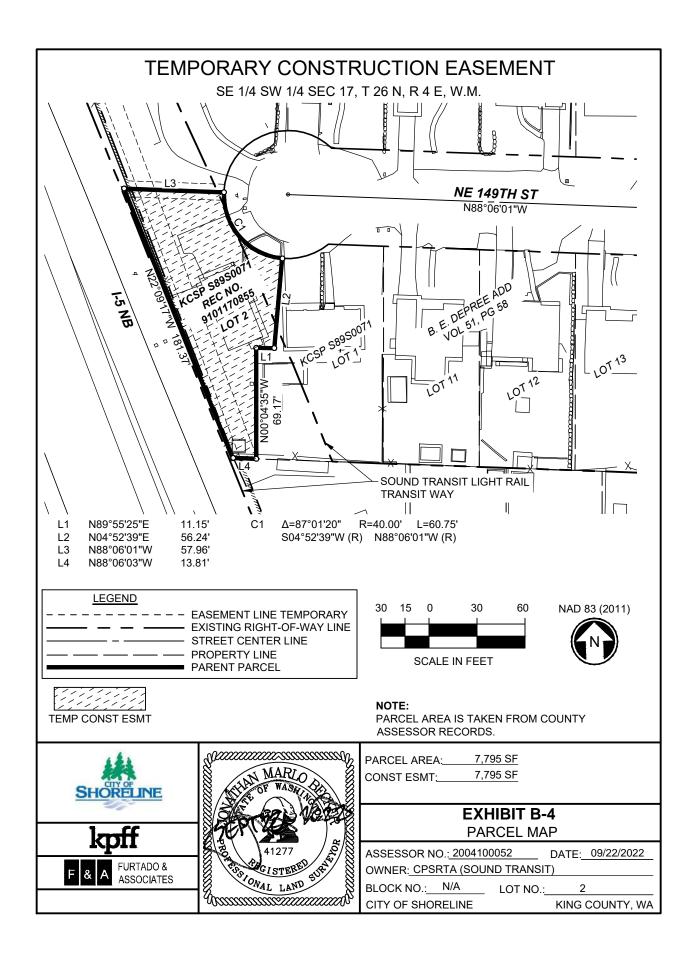


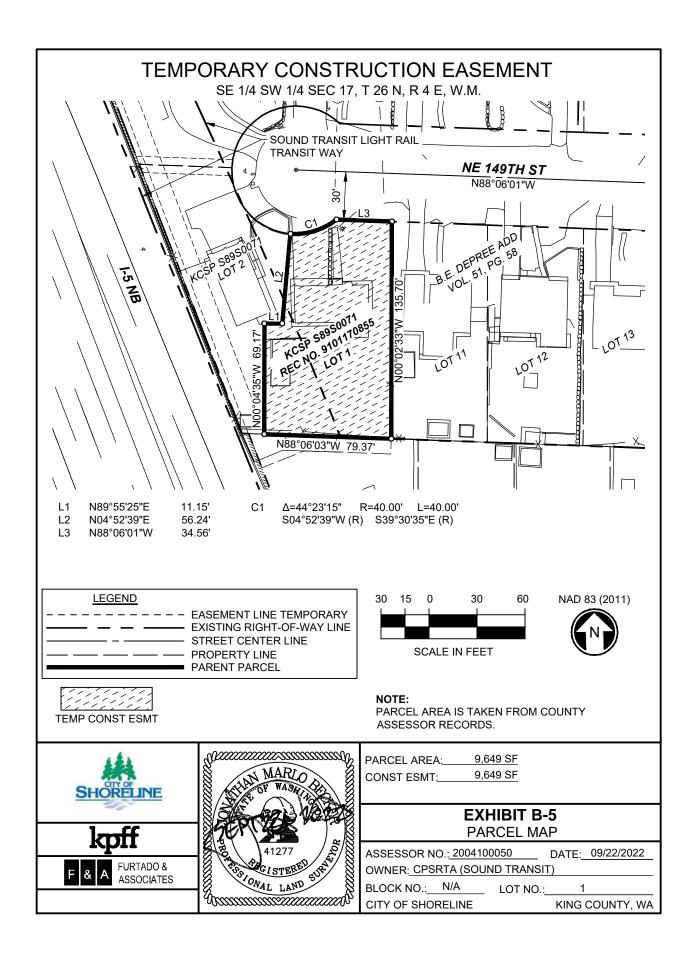
EXHIBIT B PARCEL DEPICTIONS











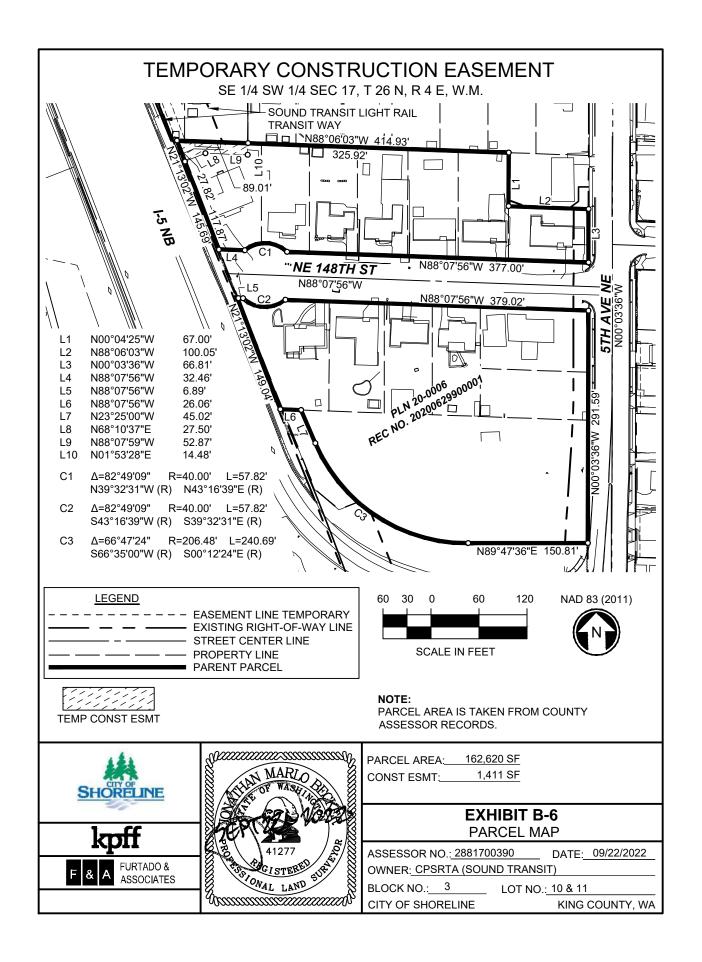


EXHIBIT C TCE LEGAL DESCRIPTIONS

PIN: 2881700323

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL; THENCE ALONG THE WEST LINE THEREOF, S21°07'30"E A DISTANCE OF 32.02 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WEST LINE, N67°51'58"E A DISTANCE OF 23.83 FEET;

THENCE S24°27'59"E A DISTANCE OF 6.51 FEET;

THENCE N89°57'16"E A DISTANCE OF 31.53 FEET TO THE EAST LINE OF SAID GRANTOR'S PARCEL AND THE **TERMINUS** OF SAID DESCRIBED LINE.

CONTAINING 6,555 SQUARE FEET, MORE OR LESS.



PIN: 3222200030

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"). CONTAINING 7,875 SQUARE FEET, MORE OR LESS.



PIN: 2004100045

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A").

CONTAINING 19,763 SQUARE FEET, MORE OR LESS.



PIN: 2004100052

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"). CONTAINING 7,795 SQUARE FEET, MORE OR LESS.



PIN: 2004100050

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"). CONTAINING 9,649 SQUARE FEET, MORE OR LESS.



EXHIBIT C-6

PIN: 2881700390

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;

THENCE ALONG THE NORTH LINE THEREOF, S88°06'03"E A DISTANCE OF 89.01 FEET;

THENCE LEAVING SAID NORTH LINE, S01°52'58"W A DISTANCE OF 14.48 FEET;

THENCE N88°07'59"W A DISTANCE OF 52.87 FEET;

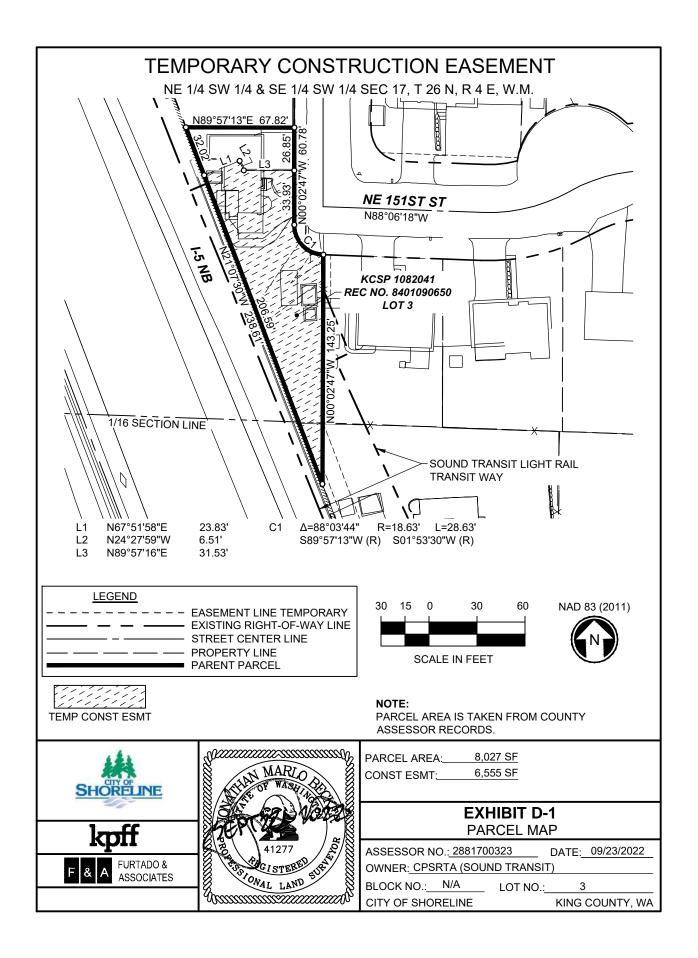
THENCE S68°10'37"W A DISTANCE OF 27.50 FEET TO THE WEST LINE OF SAID GRANTOR'S PARCEL:

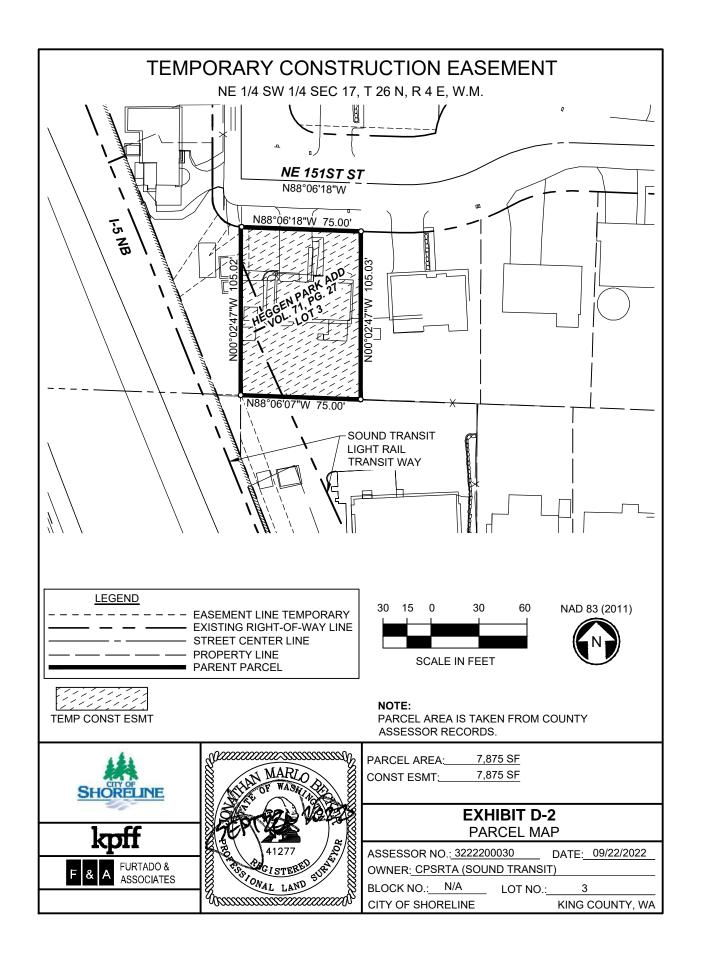
THENCE ALONG SAID WEST LINE, N21°13'02"W A DISTANCE OF 27.82 FEET TO THE **POINT OF BEGINNING**.

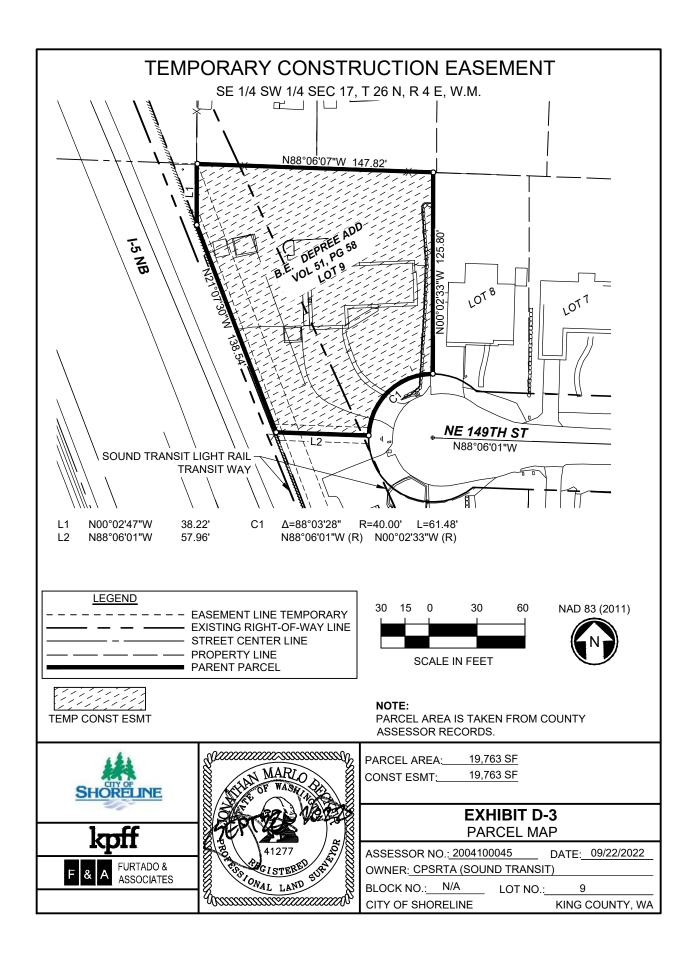
CONTAINING 1,411 SQUARE FEET, MORE OR LESS.

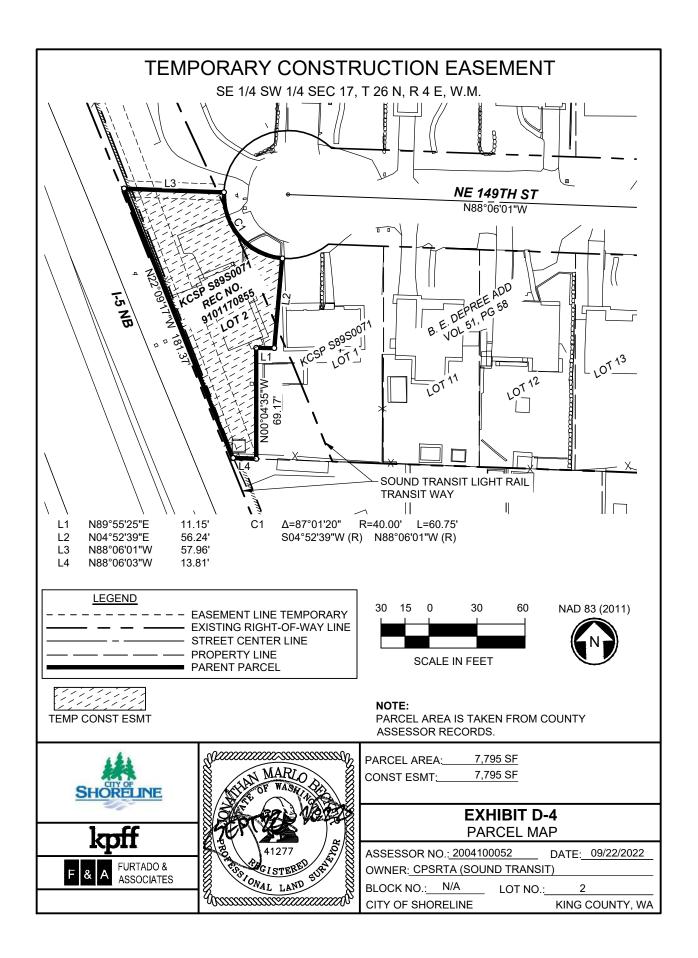


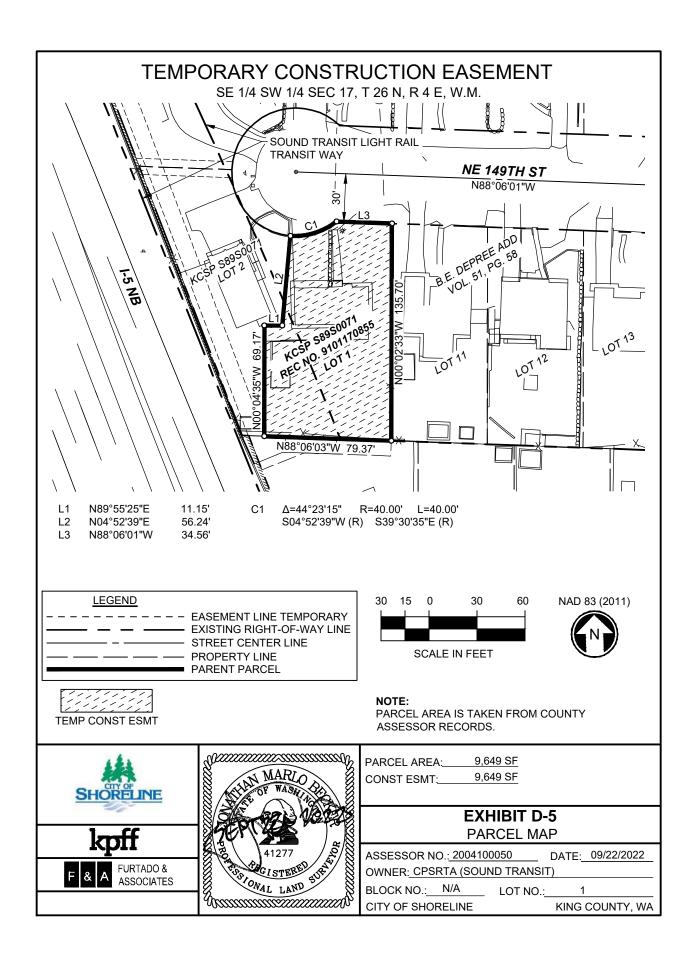
EXHIBIT D TCE DEPICTIONS

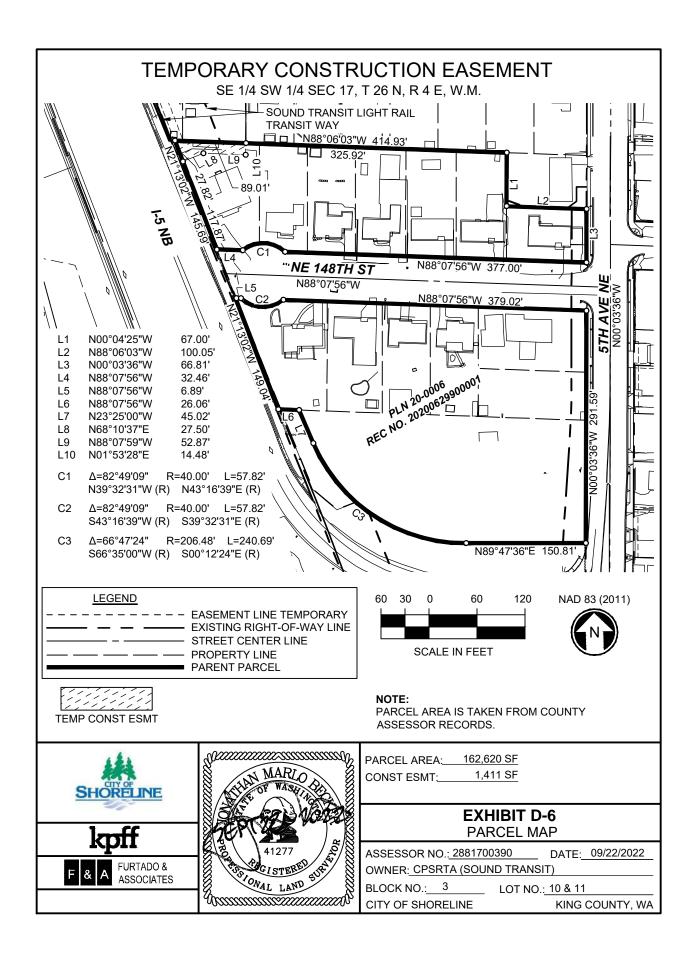












TEMPORARY CONSTRUCTION AND CRANE SWING EASEMENT AGREEMENT

This Temporary Construction and Crane Swing Easement Agreement ("Agreement") is entered into by and between Ion 149th, LLC, a Delaware limited liability company ("Ion 149th LLC"), and Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington d.b.a. Sound Transit ("Sound Transit").

Recitals

- A. Sound Transit owns certain real property identified by King County parcel nos. 2881700390 and 2004100050 and legally described in the attached Exhibit A (collectively, "ST Property").
- **B.** Ion 149th LLC is the owner of five contiguous properties identified by King County parcel nos. 2004100055, 2004100060, 2004100065, 2004100075, and 2004100080 and legally described in the attached Exhibit B (collectively, "Ion Property"). The Ion Property abuts the northern boundary of the ST Property.
- C. Sound Transit is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. The system will include a station known as the Shoreline South/148th Station. Sound Transit is constructing the station and related improvements on the ST Property, including vehicular driveways, pedestrian sidewalks, and landscaping ("ST Project").
- **D.** Ion 149th LLC plans to redevelop the Ion Property to include a multifamily apartment building and related improvements ("**Ion Project**"). To facilitate construction of the Ion Project, Ion 149th LLC needs a temporary crane swing easement and temporary construction easement on the ST Property. Sound Transit agrees to grant such easements, subject to the terms provided below.

Agreement Terms

In consideration of the above recitals and the mutual promises and covenants contained herein, the parties hereby agree as follows:

- 1. Recitals and Exhibits Incorporated. The Recitals above and attached Exhibits are incorporated herein.
- 2. Effective Date. This Agreement shall become effective (the "Effective Date") upon the date of the last signature of the Parties below.
- 3. Grant of Temporary Crane Easement. Sound Transit hereby grants to Ion 149th LLC and its employees, agents, contractors, subcontractors, successors, and assigns (collectively referred to hereinafter as "Ion 149th LLC") a nonexclusive temporary easement ("Crane Easement") for passage of a crane boom in the airspace over and above the surface of the ST

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Property, as described and depicted on <u>Exhibit C</u> attached hereto and incorporated herein by reference (the "Crane Swing Easement Area") during construction of the Ion Project. The crane(s) shall not carry any load over the ST Property, but may weathervane (unloaded) over the ST Property when not in use and the non-load carrying portion of the crane may swing in the airspace above the ST Property.

- 4. Ion 149th LLC's Use of Crane Easement. Ion 149th LLC covenants that, in connection with its operation of any crane within the airspace above the ST Property, Ion 149th LLC shall:
- a. At least 15 business days prior to the erection of each crane, submit to Sound Transit for its review and written approval a crane operation plan that: (i) specifies the days and times the crane will operate; (ii) confirms that no loads lifted by the crane will be directed or carried by the crane over the ST Property; (iii) names the company supplying and erecting the crane; and (iv) contains the crane's base design;
- b. Prior to operating any crane, but after the erection of any crane, obtain all inspections and certifications of the crane and/or the crane operator required by applicable laws (including the Revised Code of Washington ("RCW"), the Washington Administrative Code ("WAC") and the rules and regulations promulgated by the Washington State Department of Labor & Industries ("L&I") and deliver a copy of any such written inspections or certifications to all parties;
- c. Obtain and maintain, or cause its general contractor or the owner or operator of the crane to obtain and maintain, all necessary federal, state, and municipal permits, licenses, and approvals in connection with the use and operation of the crane;
- d. Comply, or cause its general contractor or the owner or operator of the crane to comply, in all material respects, with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto in connection with the use and operation of the crane;
- e. Immediately correct any identified or known violations of applicable laws (including the RCW, the WAC, and the rules and regulations promulgated by L&I);
- f. Maintain, or cause its general contractor or the owner or operator of the crane to maintain, workers' compensation insurance in form and amount as is required by law in connection with the use and operation of the crane and to maintain the insurance required in Paragraph 6 below;
- g. Not cause or allow any live load to traverse the airspace above the ST Property;
- h. Not cause or allow the crane booms or any crane equipment to extend lower than thirty (30) feet above the ST Property or any permanent improvements thereon;

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- i. Use its crane easement in such a way as to not materially interfere with the operation and use of the ST Property;
- j. Prevent dust and debris falling onto the ST Property during operation of any crane;
 - k. Promptly clean and remove any debris that falls onto the ST Property;
- l. Not park or cause a crane to rest within the airspace above the ST Property except for temporary stoppage incidental to the active performance of work (provided the cranes will be allowed to weathervane (unloaded) above the ST Property when not in use);
- m. Assemble, install, disassemble, remove, maintain, and repair and replace all crane equipment in accordance with prudent engineering standards;
- n. Keep the ST Property free and clear of all liens, charges, and other monetary encumbrances arising out of the use of its crane easement; and
- o. Cease all use of the Crane Easement and dismantle and remove any crane promptly after the crane is no longer needed for the Ion Project.
- 5. Temporary Construction Easement. Sound Transit hereby grants and conveys to Ion 149th LLC a temporary, non-exclusive construction easement ("Temporary Construction Easement") for access on, over and across those portions of the ST Property described in attached Exhibit D and depicted in attached Exhibit E ("Temporary Construction Easement Area"), as reasonably necessary to facilitate construction of the Ion Project. Ion 149th LLC shall exercise its rights in connection with the Temporary Construction Easement in a manner so as to avoid any interference with Sound Transit's current and future use of and operations on the ST Property. Ion 149th LLC shall exercise due care to avoid damaging the ST Property, and will maintain the Temporary Construction Easement Area in a state of good repair and order throughout the term of the easement. Ion 149th LLC will exercise its rights under the Temporary Construction Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Sound Transit shall have continued access to and use of the Temporary Construction Easement Area so long as such access and use does not unreasonably interfere with the purposes for which the easement is granted.
- 6. Services and Utilities. Sound Transit shall have no responsibility to provide any services or utilities to Ion 149th LLC. Ion 149th LLC is responsible, at its sole risk and expense, to supply all services in connection with Ion 149th LLC's use of the easement areas.
- 7. Repair and Restoration of ST Property. On or before expiration or other termination of the easements granted herein, Ion 149th LLC shall promptly repair, at its sole cost, any damage to the ST Property caused by Ion 149th LLC or its contractors, agents or employees arising from the use of the Temporary Construction Easement or Crane Easement, and shall restore the ST Property to a condition as good as or better than that which existed prior to Ion 149th LLC's

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entry onto the easement areas. The provisions of this Section shall survive expiration or other termination of this Agreement.

8. Duration.

- a. Crane Easement. The Crane Easement shall commence upon Ion 149th LLC's delivery of written notice (the "Commencement Notice") to Sound Transit that Ion 149th LLC intends to commence use of the Crane Easement Area and shall expire upon the first to occur of either: (i) the opening of the Shoreline South/148th Station which is expected by July 17, 2024; or (ii) December 31, 2025 (the "Expiration Date"). Ion 149th LLC shall deliver the Commencement Notice not less than ten business days before entering onto or commencing any work within the Crane Easement Area.
- Easement shall commence upon Ion 149th LLC's delivery of written Commencement Notice to Sound Transit that Ion 149th LLC intends to commence use of the Temporary Construction Easement Area and shall expire upon the first to occur of either: (i) the opening of the Shoreline South/148th Station which is expected by July 17, 2024; (ii) the issuance date of the final certificate of occupancy for the Ion Project, or temporary certificate of occupancy, whichever comes first; (iii) twenty-seven (27) months after the Commencement Date; or (iv) December 31, 2025 (the "Expiration Date"). Ion 149th LLC shall deliver the Commencement Notice not less than ten business days before entering onto or commencing any work within the Temporary Construction Easement Area.
- 9. Termination. Subject to Sections 15 and 16, below, Sound Transit shall be entitled to terminate the easements granted herein in the event Ion 149th LLC fails to comply with any of the terms and conditions of this Agreement, including without limitation those set forth in Sections 4 and 10.
- Insurance. During the term of the easements granted herein, Ion 149th LLC shall maintain and/or cause its contractors to maintain (a) worker's compensation insurance in form and amount as is required by law, (b) Employer's Liability: \$1,000,000 each accident-injury, (c) \$1,000,000 each employee-disease, and (d) \$1,000,000 disease-policy. Ion 149th LLC shall also maintain and/or cause its contractors to maintain commercial general liability ("CGL") insurance covering the activities of Ion 149th LLC on or about the ST Property with a combined single limit of not less than Five Million Dollars (\$5,000,000.00). The CGL insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability (including, to the extent available, that specifically assumed herein). The policy which provides the CGL insurance required under this Section 2 shall: (a) be endorsed to be primary to any insurance maintained by the Sound Transit, (b) contain a severability of interest provision in favor of the insured; and (c) contain a waiver of any rights of subrogation against the insured. Ion 149th LLC shall also maintain and/or cause its contractors to maintain umbrella insurance coverage of not less than \$5,000,000 bodily injury and property damage combined single limit. Sound Transit shall be named as an additional insured on such policies with a specific endorsement for loss to the ST Property. In addition to the foregoing insurance coverages to be provided by Ion 149th LLC and/or

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Ion 149th LLC's contractors, Ion 149th LLC shall provide general liability coverage for bodily injury and property damage of a combined single limit of not less than \$2,000,000. Ion 149th LLC shall deliver to Sound Transit, prior to the exercise of the easement rights granted hereunder, certificates of insurance evidencing that the required insurance policies are in effect, all naming Sound Transit as an additional insured. Within thirty (30) days of renewal of the applicable policies, Ion 149th LLC shall deliver to Sound Transit an updated certificate of insurance. Ion 149th LLC shall not begin (or renew, if applicable) any construction until Sound Transit receives the described endorsements. The minimum insurance coverages and limits shall be maintained at all times during the term of the Crane Easement and Temporary Construction Easement. All required insurance shall evidence that coverage applies to the State of Washington.

- Indemnification. Ion 149th LLC shall defend, indemnify, and hold harmless Sound Transit and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses, and costs (including reasonable attorneys' fees) arising out of or resulting from the use of the ST Property and/or the easements under this Agreement by Ion 149th LLC and/or its successors, assigns, agents, contractors, subcontractors, and employees (the "Indemnifying Parties"); provided, however, that an Indemnified Party shall not be indemnified to the extent that any such claims, demands, losses, liabilities, damages, actions, proceedings, expenses or costs are suffered or incurred by such Indemnified Party as a result of the negligence or willful misconduct of such Indemnified Party. Where such liability, claim, damage, loss, or expense arises from the concurrent negligence of the Indemnifying Parties and an Indemnified Party, the Indemnifying Party's obligations of indemnity under this Section with respect to such Indemnified Party shall be effective only to the extent of the negligence of the Indemnifying Parties. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), Ion 149th LLC specifically and expressly waives with respect to Sound Transit only any immunity that may be granted it under applicable federal, state, or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between them. The provisions of this Section shall survive any termination of this Agreement.
- 12. No Liens. Ion 149th LLC shall have no right or authority to subject the ST Property to any lien or other encumbrance for material, labor, or other charges incurred in or arising from any activities of Ion 149th LLC, and Ion 149th LLC agrees that it will defend, indemnify and hold Sound Transit harmless against any such lien, claim, or encumbrance as well as reasonable attorneys' fees and other costs and expenses arising out of or incurred as a result of such liens, claim or other encumbrance. If any mechanic's or materialmen's lien is filed against the ST Property for work or materials done or furnished to Ion 149th LLC in connection with the work contemplated herein, the lien shall be discharged by Ion 149th LLC within thirty (30) days thereafter, solely at Ion 149th LLC's expense, by paying off or bonding over the lien. If Ion 149th LLC fails to discharge such lien within the 30-day period, Sound Transit may do so and shall be entitled to collect from Ion 149th LLC all costs, including attorneys' fees, reasonably incurred by Sound Transit to discharge such lien.

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- 13. Environmental Indemnification. In addition to all other indemnities provided in this Agreement, Ion 149th LLC agrees to protect, defend, and indemnify and hold Sound Transit harmless for any suits, claims, damages, strict liabilities, and costs or liabilities associated with the presence, removal or remediation of any Hazardous Substance (including petroleum and gasoline products) that are released onto or from the ST Property, or otherwise come to be located on the ST Property, as a result of Ion 149th LLC's use of the easement areas described herein. "Hazardous Substances" for purposes of this section include, but are not limited to, those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or solid wastes in any federal, state or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances. "Costs" shall include, but not be limited to, all response or remediation costs, disposal fees, investigation costs, monitoring costs, civil or criminal penalties, attorneys' fees, and other litigation costs incurred in connection with such response or remediation.
- 14. As Is. Ion 149th LLC expressly acknowledges that Sound Transit makes no guarantees, warranties or representations as to the safety or suitability of the ST Property for the uses authorized under this Agreement. Ion 149th LLC acknowledges that it is using the ST Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks of adverse physical conditions on the ST Property.
- 15. Cooperation. The parties will work together in good faith to fulfill the purpose of this Agreement and to resolve any unforeseen conflicts that may arise while this Agreement is in effect.
- 16. Notice and Cure. Neither party shall exercise any rights against the other with regard to this Agreement unless the other is in default of this Agreement beyond applicable cure periods. Neither party shall be in default of this Agreement unless the non-defaulting party has first provided written notice of the default and has allowed the defaulting party a reasonable time to cure the default.
- 17. Notices. Notices delivered with regard to this Agreement shall be sent to the applicable address included under the signature line of each party to this Agreement. Notices which are delivered in person shall be effective when delivered. Notices which are sent by overnight courier shall be effective on the next business day after delivery to the courier with charges therefor prepaid or credit extended by the courier to the sender. Notices which are mailed as provided in this Section shall be sent by certified mail, return receipt requested, and shall be deemed effective on the date of confirmed delivery.

18. Miscellaneous.

a. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation arising out of or related to this Agreement shall be conducted in King County, Washington.

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- **b.** Headings Not Controlling. The paragraph headings included herein are for reference only and are not a part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.
- c. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and personal representatives and all persons claiming by, through, or under the parties. The easements created herein are appurtenant to, touch and concern the real property described herein, and run with the land.
- **d. Waiver**. The waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breaches.
- e. Attorney Fees. If either party institutes any action or proceeding against the other relating to this Agreement, the substantially prevailing party shall be entitled to recover from the other party its reasonable attorney fees, paralegal fees, consultant fees, and other costs incurred in connection with such action or proceeding, including on appeal.
- **f.** Amendment. This Agreement may be amended in whole or in part only by a written and recorded agreement executed by the parties or their respective heirs, successors, or assigns.
- g. Severability. Any provision of this Agreement that is found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
- h. Counterparts. This Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts shall together constitute one and the same instrument.

[Signatures and Acknowledgements on Following Pages]

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Central Puget Sound Regional Transit Authority, a Washington regional transit authority

By:
Its:
Date:
Approved as to form:
Paul Moomaw Digitally signed by Paul Moomaw Date: 2022.01.21 11:25:18 -08'00'
Paul Moomaw, Sound Transit Legal Counsel
Address for Notice:
Ion 149th, LLC, a Delaware limited liability company
By: AAA Management, LLC, a Delaware limited liability company Its: Manager
By: Steve M. Shamoun, Manager
Address for Notice:

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By:
Its:
Date:
Approved as to form:
Paul Moomaw, Sound Transit Legal Counsel
Address for Notice:
Ion 149th, LLC, a Delaware limited liability company By: AAA Management, LLC, a Delaware limited liability company Its: Manager
Steve M. Shamoun, Manager
Address for Notice: 1450 Frazee Re. San Diego CA 92108

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Central Puget Sound Regional Transit Authority, a Washington regional transit authority

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STATE OF WASHINGTON)
)SS.
COUNTY OF KING)
transit authority that executed the	, personally known to me to be the et Sound Regional Transit Authority, a Washington regional within and foregoing instrument and acknowledged said ary act and deed of said corporation, for the uses and purposes d that he is authorized to execute said instrument.
GIVEN under my hand and	official seal this day of, 2022.
	Print Name
	NOTARY PUBLIC in and for the State of Washington;
	residing at:
	My commission expires:

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STATE OF)
COUNTY OF)SS.
Management, LLC, a Delaware lim Delaware limited liability company acknowledged said instrument to be	amoun, personally known to me to be the Manager of AAA ited liability company, the Manager of Ion 149th LLC, they that executed the within and foregoing instrument and the free and voluntary act and deed of said corporation, for oned, and on oath stated that he is authorized to execute said
GIVEN under my hand and o	fficial seal this day of, 2022.
	Print Name
SEE ATTACHED CA	NOTARY PUBLIC in and for the State of Washington; residing at:
DIRAT ACKNOWLEDGMENT	residing at:

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CALIFORNIA ALL-PURPOSE ACKNOWL	EDGMENT	akanakakakakakaka	CIVIL CODE § 1189	
A notary public or other officer completing this document to which this certificate is attached, an	certificate verifies only t d not the truthfulness, ac	he identity of the indi ocuracy, or validity of t	vidual who signed the "hat document,	
State of California)	i		
County of San Diego On 1/13/2022 before me,	Brander	Elecein	Notary Public	
Date personally appeared S+0 ve	Here Insen	t Name and Title of	the Officer	
Name(s) of Signer(s)				
who proved to me on the basis of satisfa subscribed to the within instrument and ac his/her/their authorized capacity(ies), and that or the entity upon behalf of which the perso	cknowledged to me at by his/her/their sign	that he/she/they e nature(s) on the inst	xecuted the same in	
ı e		California that the	JURY under the laws foregoing paragraph	
BRAYDEN ELECCION Notary Public - California San Diego County Commission # 2380049 My Comm. Expires Oct 26, 2025	WITNESS my	hand and official so	eal.	
	3	Signature of N	lotary Public	
			18	
Place Notary Seal Above				
Though this section is optional, completing fraudulent reattachment				
Description of Attached Document				
Title or Type of Document: Number of Pages: Signer(s) Other	er Than Named Abo			
Capacity(ies) Claimed by Signer(s)	I That Hamba Abo			
Signer's Name:	Signer's N			
☐ Corporate Officer — Title(s):		te Officer - Title(s		
☐ Partner — ☐ Limited ☐ General	☐ Partner	— ☐ Limited ☐	General	

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□ Individual

Signer Is Representing:

☐ Trustee

□ Other:

☐ Attorney in Fact

☐ Guardian or Conservator

☐ Partner — ☐ Limited ☐ General

□ Individual

Signer Is Representing:

☐ Trustee

☐ Other:

☐ Attorney in Fact

Guardian or Conservator

Exhibit A

Legal Description of ST Property

LOT 10, BLOCK 3, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON:

EXCEPT THE EAST 10 FEET THEREOF, CONVEYED TO KING COUNTY FOR ROAD AS RECORDED UNDER RECORDING NUMBER 2662786;

ALSO, EXCEPT PORTION FOR PRIMARY STATE HIGHWAY NO. 1, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 596588;

TOGETHER WITH THE SOUTH 137.18 FEET OF THE EAST 145 FEET OF TRACT 11, BLOCK 3, SAID GREEN I AKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE:

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR 5TH AVENUE NORTHEAST UNDER RECORDING NO. 2662785, RECORDS OF KING COUNTY, WASHINGTON:

TOGETHER WITH LOTS 2 THROUGH 12 OF TREN'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF 148TH STREET ACCORDING TO THE PLAT OF TREN'S ADDITION, VOL. 49 OF PLATS PAGE 42, RECORDS OF KING COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF NE 148TH STREET AND 5TH AVENUE NORTHEAST ACCORDING TO SAID PLAT:

THENCE, N88°07'56"W ALONG THE CENTERLINE OF NORTHEAST 148TH STREET A DISTANCE OF 48.57 FEET:

THENCE S00°03'38"E A DISTANCE OF 30.02 FEET TO THE SOUTH MARGIN OF NORTHEAST 148TH STREET, BEING THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED LINE; THENCE N00°03'38"W A DISTANCE OF 60.03 FEET TO THE END OF THE HEREIN DESCRIBED LINE.

TOGETHER WITH LOT 1, KING COUNTY SHORT PLAT NUMBER \$89\$0071, RECORDED UNDER RECORDING NUMBER 9101170855, RECORDS OF KING COUNTY, WASHINGTON.

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Exhibit B

Legal Description of Ion Property

For APN/Parcel ID(s): 200410-0055

LOT 11, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

For APN/Parcel ID(s): 200410-0060

LOT 12, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

For APN/Parcel ID(s): 200410-0065

LOT 13, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

For APN/Parcel ID(s): 200410-0075

LOT 14, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

For APN/Parcel ID(s): 200410-0080

LOT 15, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

Exhibit C-1

Legal Description of Temporary Crane Swing Easement Area

TEMPORARY EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., LOT LINE CONSOLIDATION — CITY FILE NO. PLN20-0006 AS RECORDED UNDER RECORDING NUMBER 20200629900001, RECORDS OF KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT LINE CONSOLIDATION THENCE NORTH 78'38'23" EAST 273.25' TO THE CENTER OF A CIRCLE HAVING A RADIUS OF 198.67 FEET.

CONTAINING AN AREA OF ±36,022 S.F.

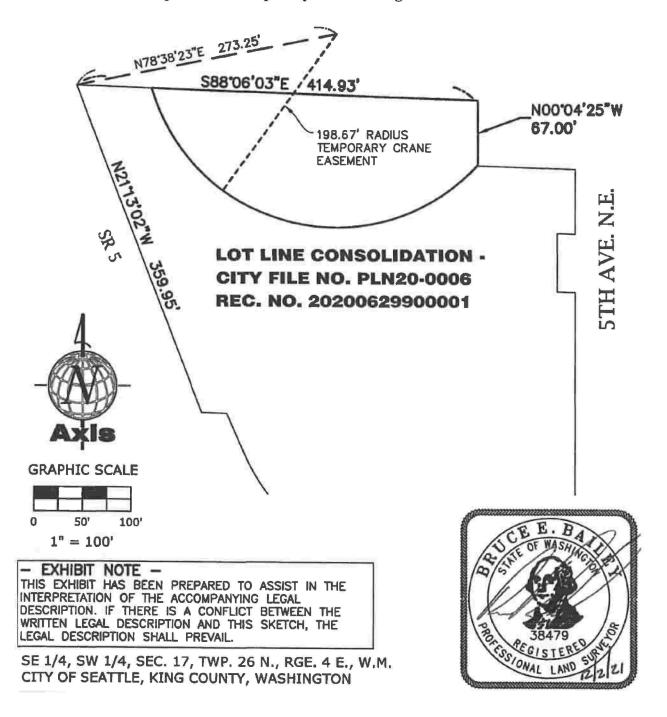


SE 1/4, SW 1/4, SEC. 17, TWP. 26 N., RGE. 4 E., W.M. CITY OF SEATTLE, KING COUNTY, WASHINGTON

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Exhibit C-2 Depiction of Temporary Crane Swing Easement Area



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Exhibit D-1

Legal Description of Temporary Construction Easement Area (affecting parcel no. 2881700390)

TEMPORARY EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT LINE CONSOLIDATION — CITY FILE NO. PLN20-0006 AS RECORDED UNDER RECORDING NUMBER 20200629900001, RECORDS OF KING COUNTY, WASHINGTON, THENCE ALONG THE NORTHERLY LINE THEREOF SOUTH 88'06'03" EAST, 202.56 FEET;

THENCE SOUTH 01'53'57" WEST, 3.00 FEET;

THENCE NORTH 88'06'03" WEST, 46.68 FEET;

THENCE NORTH 01'53'57" EAST, 3.00 FEET TO SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE NORTH 88'06'03" WEST, 62.32 FEET;

THENCE SOUTH 01°53'57" WEST, 3.00 FEET;

THENCE NORTH 88'06'03" WEST, 7.62 FEET;

THENCE NORTH 01°53'57" EAST, 3.00 FEET TO SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE NORTH 88'06'03" WEST, 85.94 FEET TO THE POINT OF BEGINNING.

CONTAINING AREAS OF ±23 S.F. & ±140 S.F.

OF WASHING TO STORY OF STREET OF THE SUPERIOR
SE 1/4, SW 1/4, SEC. 17, TWP. 26 N., RGE. 4 E., W.M. CITY OF SEATTLE, KING COUNTY, WASHINGTON

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Exhibit D-2

Legal Description of Temporary Construction Easement Area (affecting parcel no. 2004100050)

TEMPORARY EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, KING COUNTY SHORT PLAT NUMBER S89S0071, RECORDED UNDER RECORDING NUMBER 9101170855. SAID SHORT PLAT BEING A SUBDIVISION OF LOT 10 B.E. DEPREE ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT 33.00 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG THE NORTHERLY LINE THEREOF, THENCE SOUTHEASTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1, 12.00 FEET WESTERLY OF THE SOUTHEAST CORNER.

CONTAINING AN AREA OF ±3,051 S.F.

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Exhibit E-1

Depiction of Temporary Construction Easement Area (affecting parcel no. 2881700390)

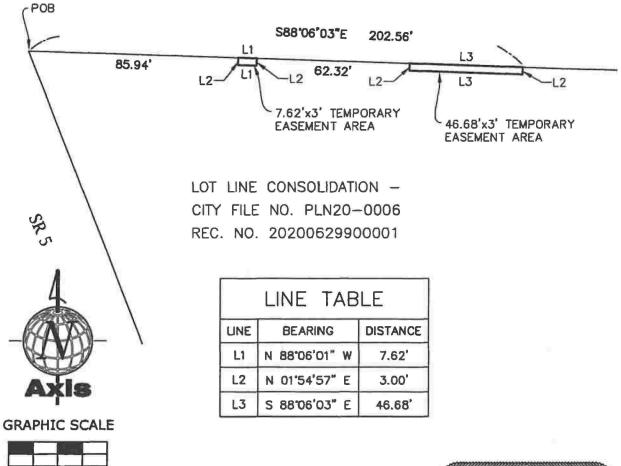


EXHIBIT NOTE -

20'

1" = 40'

40'

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

SE 1/4, SW 1/4, SEC. 17, TWP. 26 N., RGE. 4 E., W.M. CITY OF SEATTLE, KING COUNTY, WASHINGTON

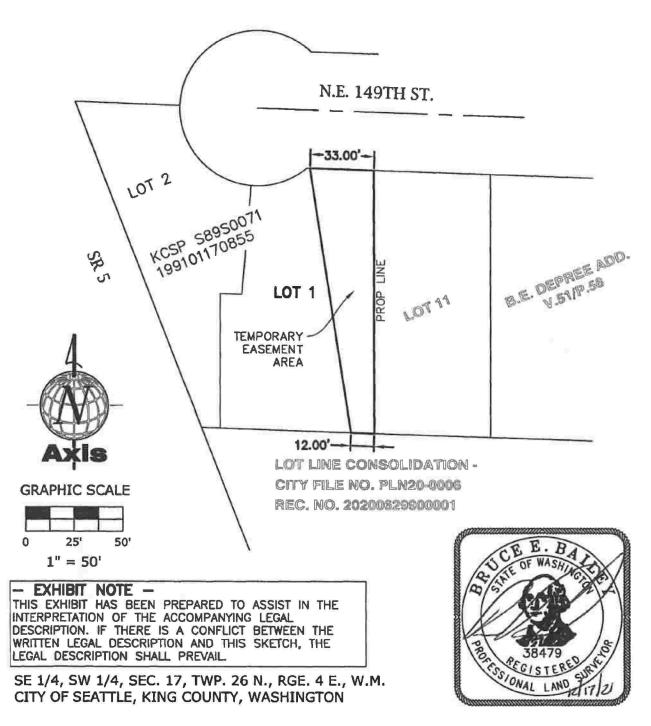


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Exhibit E-2

Depiction of Temporary Construction Easement Area
(affecting parcel no. 2004100050)



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SECTION 00 73 73 – FEDERAL PROVISIONS

INCORPORATION OF FTA PROVISIONS

1.01 APPLICABILITY OF FEDERAL GRANT CONTRACT

- A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1 as amended.
- B. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended, and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- C. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Contract and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier Subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The following provisions of the FTA Master Agreement are hereby incorporated by reference into this Contract, and the Contractor shall comply with all such requirements.
- D. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Sound Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- E. Copies of the FTA Circular 4220.1, as amended, and the Master Grant Agreement are available from Sound Transit.

1.02 FEDERAL FUNDING LIMITATION

Rev: June 2022

The Contractor understands that a portion of the funds to pay for the Contractor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the Contractor's services. In such event, the Contract may at Sound Transit's option be terminated for convenience in accordance with these General Conditions.

1.03 NO OBLIGATION BY THE FEDERAL GOVERNMENT

A. Notwithstanding that the Federal Government may have concurred in or approved the solicitation for this Contract, the Federal Government is not a party to this Contract and has no obligations or liabilities to any entity other than Sound Transit, including the Contractor and its Subcontractors and Suppliers at any tier.

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B. The Contractor agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provision.

1.04 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By signing and submitting its Bid, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.05 FEDERAL LOBBYING RESTRICTIONS

Rev: June 2022

- A. This Contract is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Contractors and Subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- C. The Contractor shall submit the "Certification Regarding Lobbying," included in the Bid documents. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Contractor, who

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is in turn responsible for keeping the certification forms of Subcontractors. Further, by executing the Contract, the Contractor agrees to comply with these laws and regulations.

- D. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of this Contract, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities." Sound Transit must also receive all disclosure forms.
- E. The Contractor and any Subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
 - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Contract; or
 - 2. A change in the person(s) influencing or attempting to influence this federally funded Contract; or
 - 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Contract.

1.06 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

1.07 ANTI-KICKBACK

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A. Sound Transit and contractors are required to comply with the Copeland "Anti-Kickback" Act, 18 USC § 874 and 40 USC § 276(c), as supplemented in U.S. Department of Labor regulations, 29 CFR Part 3. Under state and federal law, it is a violation for Sound Transit employees, proposers, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for

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favorable treatment in connection with the award of a contract or the purchase of goods or services.

B. "Kick-Back" as defined by Federal Acquisition Regulations (FAR), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

1.08 CIVIL RIGHTS

In addition to the provisions in Section 00 73 39 00, Diversity Program Provisions, the following requirements pertaining to nondiscrimination and civil rights apply to the underlying contract:

A. Nondiscrimination

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In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Executive Order 11246 as amended, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, gender identity, status as a parent, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

As required by 41 CFR 60-1.4, during the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, gender identity, status as a parent, marital status, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

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advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, marital status or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 1.a and the provisions of paragraphs 1.a through 1.f in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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h. The Contractor and its Subcontractors shall include the equal employment opportunity clause set forth in paragraph 1.a above in each of their non-exempt Subcontracts.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

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In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the "Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Federal Equal Employment Opportunity Requirements

As required by 41 CFR 60-4.2, the Contractor shall take into account the following provisions in performing the Work:

- a. The Contractor shall comply with the Federal Equal Employment Opportunity (EEO) Requirements.
- b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows (unless modified by the federal government):
 - Minority participation in each trade (King County) 7.2%
 - Minority participation in each trade (Snohomish County) 7.2%
 - Minority participation in each trade (Pierce County) 6.2%
 - Female participation in each trade (Nationwide) 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout

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the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) Business Days of award of any construction Subcontract in excess of \$10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.
- d. As used in this Notice, and in this Contract, the "covered area" is Snohomish, King and Pierce Counties of the State of Washington.
- 5. EEO Construction Contract Specifications

As required by 41 CFR 60-4.3, the Contractor shall comply with the following:

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- a. As used in these specifications:
 - (1) "Covered area" is Snohomish, King and Pierce Counties of the State of Washington.
 - (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) "Minorities" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- b. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the Work involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which are set forth in this Contract.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g(1) through g(16) below. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their

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training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minority persons or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g(2) above.
 - (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in

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assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities

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- to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontract from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- h. The Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of its affirmative action obligations (paragraphs g(1) through g(16) above). The efforts of a contractor association, joint contractorunion, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(1) through g(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- I. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension,

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termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 6. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

C. Flow Down

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The Civil Rights requirements flow down to the Contractor and its subcontractors at every tier.

1.09 BUY AMERICA REQUIREMENTS

A. The Contractor agrees to comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out in section 165(b)(3), of the Surface Transportation Assistance Act of 1982 and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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- B. A bidder or offeror must submit to Sound Transit the appropriate Buy America certification, attached herein, with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors
- C. Whether or not a Bidder certifies that it will comply with the applicable requirement, Bidder will be bound by its original certification and is not permitted to change its certification after the time that the Bid is submitted, except for clerical error. A Bidder that certifies that it will comply with the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements. (Buy America Regulations, 49 CFR Part 661.13(c))
- D. If the Bidder is unable to certify compliance, but believes that it may qualify for an exception to the requirement consistent with section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, Sound Transit, on behalf of the Bidder, will tender the request for exception(s) to FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the Bidder's time frame. Failure to achieve an exception will not relieve the Bidder of its responsibilities under this Section.

1.10 CARGO PREFERENCE

Pursuant to 46 CFR Part 381, the Contractor agrees:

- A. To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. To furnish within twenty (20) Days following the date of loading for shipments originating within the United States, or within thirty (30) Business Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo described in paragraph A above to Sound Transit (through the prime Contractor in the case of Subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
- D. The Contractor must properly execute and submit with its Bid the "Cargo Preference Certificate" which is included in the Contract Documents, if applicable.

1.11 FLY AMERICA REQUIREMENTS

Rev: June 2022

The Contractor agrees to comply with 49 U.S.C. § 40018 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance

00 73 73 Federal Provisions Page 13



with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

1.12 RECOVERED MATERIALS

- A. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
- B. These requirements flow down to all Contractor and Subcontractor tiers.

1.13 ENERGY CONSERVATION

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- B. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

1.14 CLEAN WATER

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16 MIGRATORY BIRD TREATY ACT

The Contractor shall comply with the Migratory Bird Treaty Act (MBTA), 16 U.S.C. Sections 703-712, 50 C.F.R. Section 10.13 and all amendments, which makes it illegal for anyone to take, possess, import, export, transport, sell, or offer for sale, purchase, or barter, any migratory bird, or other parts, nests, or eggs of such a bird except unless and except as permitted by regulations or under the terms of a valid permit issued by the Secretary of the Interior.

1.17 SEISMIC SAFETY

Rev: June 2022

The Contractor agrees that any new building or addition to an existing building will be constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The



Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.18 ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Contractor agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

1.19 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In addition to the Disadvantaged Business Enterprise Program provisions set forth in Section 00 733 39, the Contractor shall comply with the following requirements:

- A. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall review and comply with applicable provisions in 49 CFR Part 26 and Section 00 73 39 of this Contract.
- B. The Contractor shall comply with the following assurance:
 - The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Sound Transit deems appropriate.
- C. The Contractor shall include in each Subcontract it awards pursuant to this Contract the following assurance:

"The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this subcontract. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the subcontractor to carry out these requirements is a material breach of this subcontract, which may result in the termination of this subcontract or such other remedy as the Contractor or Sound Transit deems appropriate."

1.20 NO TEXTING WHILE DRIVING

Rev: June 2022

- A. Contractor shall comply with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009. Contractor shall:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving;
 - 2. Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;

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- 3. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- 4. Any vehicle, on or off duty, and using an employer supplied electronic device.
- 5. Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. "Driving" is defined as operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- C. "Text Messaging" is defined as reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- D. Contractor shall include this provision in all subcontracts at all tiers.

1.21 PROHIBITTED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Consultant shall comply with the requirements 2 CFR Section 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, and the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232, § 889 (Aug. 13, 2018), as may be amended, that prohibit FTA from obligating or expending grant funds to acquire "covered telecommunications equipment or services" from companies based in the People's Republic of China after August 13, 2020.

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Attachment B Attachment B Temporary Construction Easement

When Recorded Return To:	
	<u> </u>
	_
	COUNTY AUDITOR/RECORDER INDEXING FORM
Document Title(s) (or transactions of	containea therein):
EASEMENT - TEMPORARY	CONSTRUCTION
Reference Number(s) of Document Additional reference numbers on page	ts assigned or released:
Additional reference numbers on page	or document
Grantor(s): (Last name first, then fir	rst name and initials)
CENTRAL PUGET SOUND RE	EGIONAL TRANSIT AUTHORITY
☐ Additional names on page _ or	of document
Grantee(s): (Last name first, then fir	rst name and initials)
SHORELINE, CITY OF	
☐ Additional names on page or	of document
Legal Description: (abbreviated for	m i.e. lot, block, plat name, section-township-range)
☐ Additional legal is on Exhibi	it "A" of document
Assessor's Property Tax Parcel Acc	count Number(s):

verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "Agreement") is entered into on the date of the last signature below by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Grantor" or "Sound Transit"), and THE CITY OF SHORELINE ("Grantee" or "the City).

RECITALS

- A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington ("RCW") with all the powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the power to acquire and dispose of real property for such purposes.
- B. 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 authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- C. Sound Transit owns the real property located in King County, Washington that is legally described in **Exhibit A** and depicted on **Exhibit B** (the "Property"). Sound Transit acquired the Property in connection with the construction of its Lynnwood Link Extension project (the "LLE Project"), including the Shoreline South/148th Street light rail station (the "Station").
- D. The City is planning to develop a non-motorized bridge over Interstate 5, to enhance access to the Station (the "Bridge Project"), which will benefit both Sound Transit and the City. In connection with its construction of the Bridge Project, the City desires access to and use of the portion of the Property that is described on **Exhibit C** and depicted on **Exhibit D** (the "Easement Area").
- F. Sound Transit and the City are parties to that certain Right-of Way Vacation Agreement, pursuant to which Sound Transit has agreed to convey portions of the Property to the City in exchange for the City's vacation of certain portions of City right-of-way for conveyance to Sound Transit. Sound Transit will not be able to convey such portions of the Property to the City until after completion of the LLE Project.
- G. Sound Transit and the City have previously entered into the 148th Non-Motorized Bridge East Landing Project Coordination Agreement (the "Coordination Agreement"). The Coordination Agreement contemplates that Sound Transit will grant a temporary construction easement to the City, at no cost, for construction of portions of the Bridge Project.

AGREEMENT

In consideration of the benefits to be received as part of the Bridge Project, the terms and conditions of this Agreement, and other mutual benefits, the parties hereby agree as follows:

- 1. <u>Grant of Temporary Construction Easement</u>. Grantor does hereby grant and convey to Grantee, a temporary easement (the "Easement") in, on, over, under, across and upon the Easement Area.
- 2. <u>Purposes</u>. Grantee shall have the right to enter upon the Easement Area for the purpose of construction of the Bridge Project, including but not limited to constructing a nonmotorized bridge and related appurtenances, including without limitation:
 - a. conducting survey, potholing, erosion control, demolition, and excavation;
 - b. construction of the east bridge piers and abutment;
 - c. grading, backfill and compaction;
 - d. installation of column silos, light weight structural fill, walls, fill protection slabs, railings, fences, signage, electrical service, irrigation, and lighting;
 - e. construction of concrete stairs; paving of pathways and frontage improvement; landscaping;
 - f. construction and/or modification of surface water infrastructure including detention and conveyance facilities; and
- g. utility adjustments, together with the right of ingress and egress thereto, without prior institution of any suit or proceedings of law and without incurring any legal obligation or liability therefor.
- 3. <u>Terms and Conditions</u>. The Easement is granted subject to the following terms and conditions:
 - a. The term of the Easement (the "Term") shall be a consecutive period which shall occur between _____ and _____. The Term shall commence upon written notification from Grantee to Grantor.
 - b. Grantee shall not permit any party except Grantee and Grantee's duly authorized representatives, employees, agents, and contractors ("Representatives") to enter into the Easement Area and shall require its Representatives to comply with the terms of this Agreement. Grantee and its Representatives shall properly remove and dispose of all construction debris used or generated in connection with its work on the Project. Grantee and its Representatives shall not dispose of any construction debris or other materials on the Easement Area or anywhere on the Property. Materials such as mud, soils, cutting slurry, etc. that are unsuitable for redistribution in the Easement Area shall be collected and disposed of at an appropriate disposal site. Grantee and its Representatives shall be responsible for cleaning up any hazardous waste or contaminated materials (including fuel leaks) arising out of the use of the Easement Area.

- c. On or before expiration or other termination of the Easement granted herein, Grantee shall restore the Easement Area to a reasonably safe, sanitary, and secure condition. The provisions of this Section shall survive expiration or other termination of this Agreement.
- d. Grantee and its Representatives will exercise their rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Grantor makes no guarantees, warranties or representations as to the safety or suitability of the Property or the Easement Area for the uses authorized under this Agreement. Grantee acknowledges that Grantee and its Representatives are using the Property in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.
- e. Grantee and its Representatives shall conduct their activities on the Property in a safe manner and shall at all times maintain the Easement Area in a safe condition. The Easement Area shall be secured and isolated from the Grantor's adjacent property with a security fence at all times.
- f. Grantee shall comply with all applicable Sound Transit rules and safety protocols, including required use of personal protective equipment (hard hat, safety glasses, safety vest, steel toed boots and gloves). Grantee and all of its Representatives working on the Property shall participate in a safety briefing. This briefing may be conducted by Sound Transit or by Sound Transit's contractor.
- g. Upon conveyance of the Property to Grantee as contemplated by the Right of Way Vacation Agreement, Grantee shall accept the same in a condition consistent with any and all alterations made by Grantee in connection with the Bridge Project, and Grantor shall not be responsible for the repair of any damage done to the Property by Grantee or its Representatives.
- h. Grantee shall be solely responsible for all costs and expenses of the Bridge Project. Neither Grantee nor its Representatives have authority to subject the Property to any lien or other encumbrance for material, labor, or other charges relating to operation, maintenance, repair and replacement of its Link light rail system hereunder or other acts pursuant to this Agreement, and Grantee expressly agrees that it shall defend, indemnify and hold Grantor harmless against any such lien as well as attorney's fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

- 2. <u>Grantor's Access to Easement Area</u>. Grantor shall have the right, upon reasonable notice to Grantee, to access the Easement Area to complete work related to the LLE Project on the Property, including without limitation for construction, inspection, repair, and maintenance purposes. In the event of an emergency, Grantor shall have the right to access the Easement Area without notice. To the extent Grantor requires access to the Easement Area for the purposes described herein, the parties shall coordinate their activities to ensure that each party's activities do not unreasonably interfere with or impede the other party's work within the Easement Area.
- 3. Indemnification. Grantee agrees to hold harmless, indemnify and defend Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of Grantee, or damage to property, arising out of or in connection with Grantee's activities authorized by this Agreement, provided, however, that (a) Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of Grantor; and (b) Grantee's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of Grantee and Grantor, or of Grantee and a third party other than an officer, agent, contractor or employee of Grantee, shall apply only to the extent of the negligence or willful misconduct of Grantee. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), Grantee specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.
- 4. <u>Insurance</u>. Grantee is a member of the Washington Cities Insurance Authority (WCIA), an insurance risk pool organized pursuant to RCW 48.62. Grantee agrees to require its general contractor to maintain, commercial general liability insurance, including riggers liability, if applicable, consistent with Grantee's contracting policies, which requires Commercial General Liability covering premises, operations, independent contractors' liability and damages for personal injury and property damage with a limit of no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate. The contractor's insurance shall (i) name, as an additional insured, Sound Transit and such other parties with an interest in the Property reasonably requested by Sound Transit and (ii) be issued by reputable insurance companies authorized to do business in the State of Washington. Upon request, Grantee shall furnish Sound Transit a Certificate of Insurance (COI), Additional Insured, Primary & Non-Contributory, Waiver of Subrogation Endorsements, or a coverage document from WCIA evidencing that the insurance as required herein is being maintained.
- 5. <u>Termination</u>. The rights granted hereunder, shall terminate with notice upon completion of the above-described purposes or upon conveyance of the Property to Grantee by Grantor

·	
6. <u>Authority</u> . Grantor hereby warrants that it is the to convey the Easement.	owner of the Property and has authority
7. <u>Binding Effect</u> . The Easement is solely for the Grantee, its successors in interest and assigns. Grante Property to accomplish the purposes described herein, p terms of this Agreement. The Easement, and the duties herein created, run with the land, burden the Property and their successors, assigns, mortgagees and sublessees time, has a fee, leasehold, mortgage or other interest in a	e may permit third parties to enter the rovided that all such parties abide by the restrictions, limitations and obligations are binding upon Grantor and Grantees and each and every person who, at any
8. <u>Amendment</u> . This Agreement may only be ame parties.	nded by mutual written consent by both
Sound Transit:	
By:	
Its:	
Date:	
City of Shoreline:	
By:	
Its:	
Date:	

consistent with the doctrine of merger but, in any event no later than

NOTARIZATION ON FOLLOWING PAGE

SOUND TRANSIT:	
State of Washington)	
County of King) ss.	
appeared before me on signed this instrument, on oath sta	actory evidence that is the person who, 20, and said person acknowledged that they ted that they are authorized to execute the instrument and of the Central Puget Sound Regional to be the free and voluntary act of such party for the uses and int.
GIVEN under my hand and official	seal this day of, 20
CUTY OF CHORELINE	NOTARY PUBLIC in and for the State of Washington, residing at
CITY OF SHORELINE: State of Weshington	
State of Washington)) ss. County of King)	
appeared before me on signed this instrument, on oath sta	actory evidence that is the person who, 20, and said person acknowledged that they ted that they are authorized to execute the instrument and of the City of Shoreline to be the for the uses and purposes mentioned in this instrument.
GIVEN under my hand and official	seal this day of, 20
	NOTARY PUBLIC in and for the State of Washington, residing at
	Print Name

EXHIBIT A PARCEL LEGAL DESCRIPTIONS

PIN: 2881700323

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 3, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401090650, IN KING COUNTY, WASHINGTON.



PIN: 3222200030

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 3, HEGGEN PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 71 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.



PIN: 2004100045

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 9, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2004100052

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 2, KING COUNTY SHORT PLAT NUMBER S89S0071, RECORDED UNDER RECORDING NUMBER 9101170855, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2004100050

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOT 1, KING COUNTY SHORT PLAT NUMBER S89S0071, RECORDED UNDER RECORDING NUMBER 9101170855, RECORDS OF KING COUNTY, WASHINGTON.



PIN: 2881700390

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Grantor's Parcel:

LOTS 2 THROUGH 12, TREN'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON.

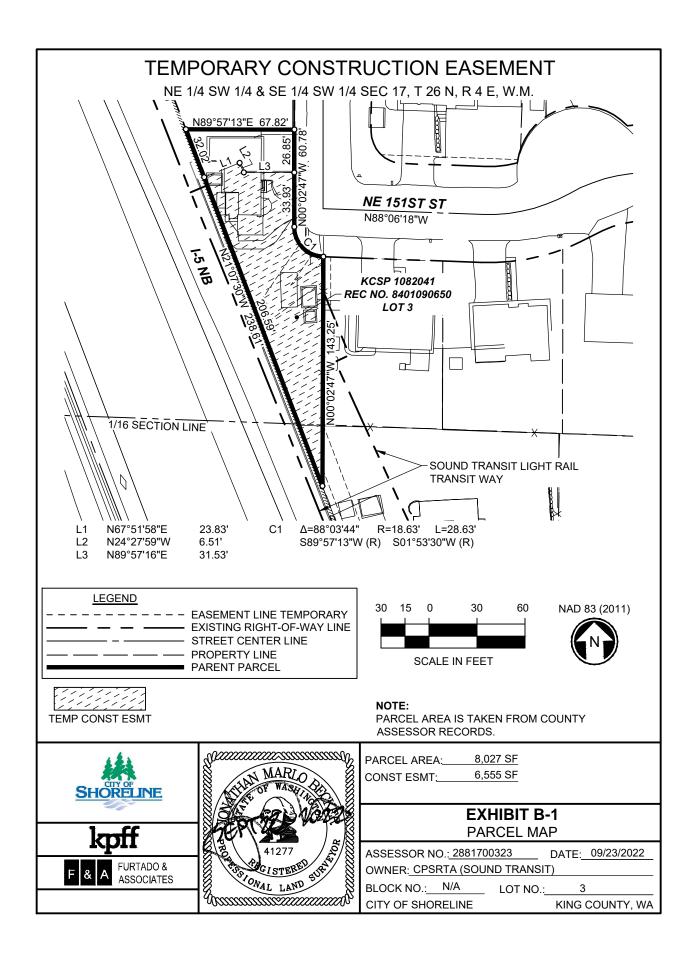
TOGETHER WITH LOT 10 AND THE SOUTH 137.18 FEET OF THE EAST 145 FEET OF TRACT 11, BLOCK 3, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON;

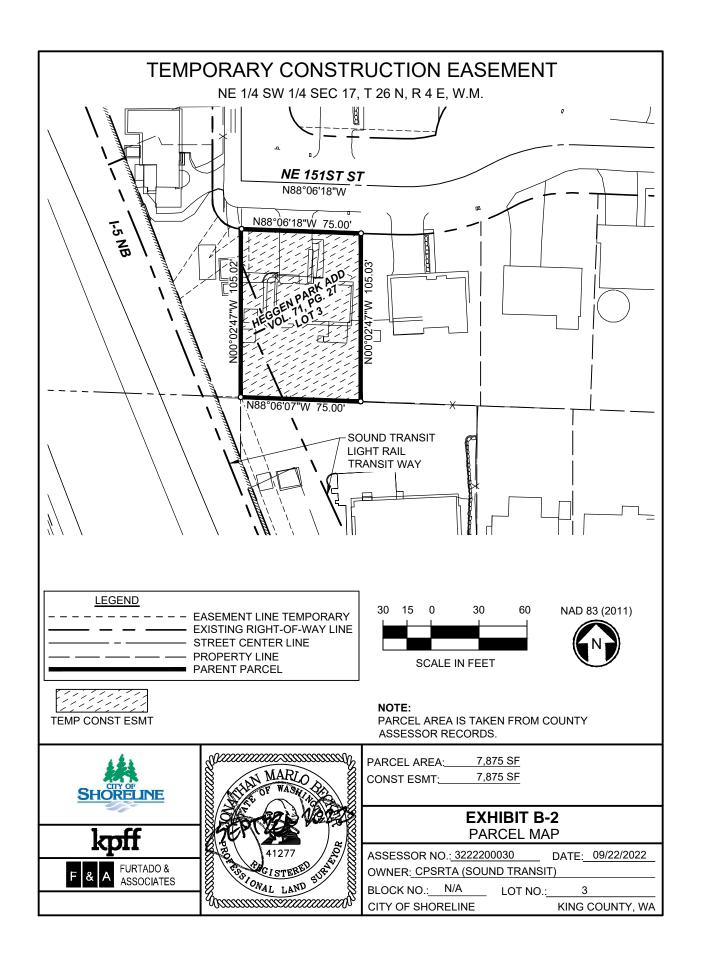
EXCEPT THE EAST 10 FEET THEREOF, CONVEYED TO KING COUNTY FOR ROAD (5TH AVENUE NORTHEAST) AS RECORDED UNDER RECORDING NUMBER 2662786, RECORDS OF KING COUNTY, WASHINGTON;

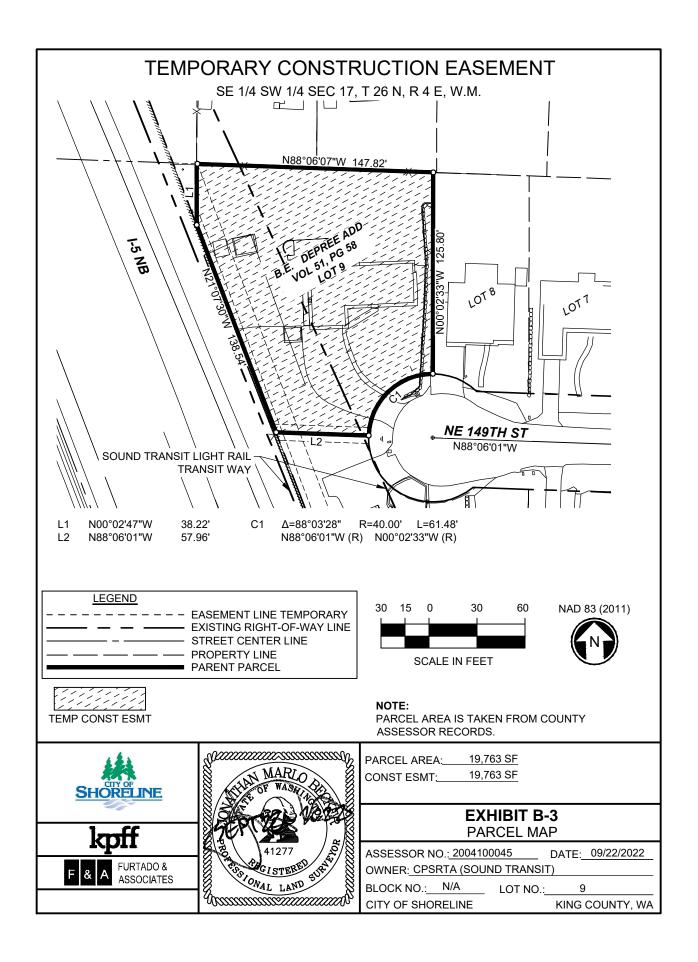
ALSO, EXCEPT PORTION FOR PRIMARY STATE HIGHWAY NO. 1, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 596588;

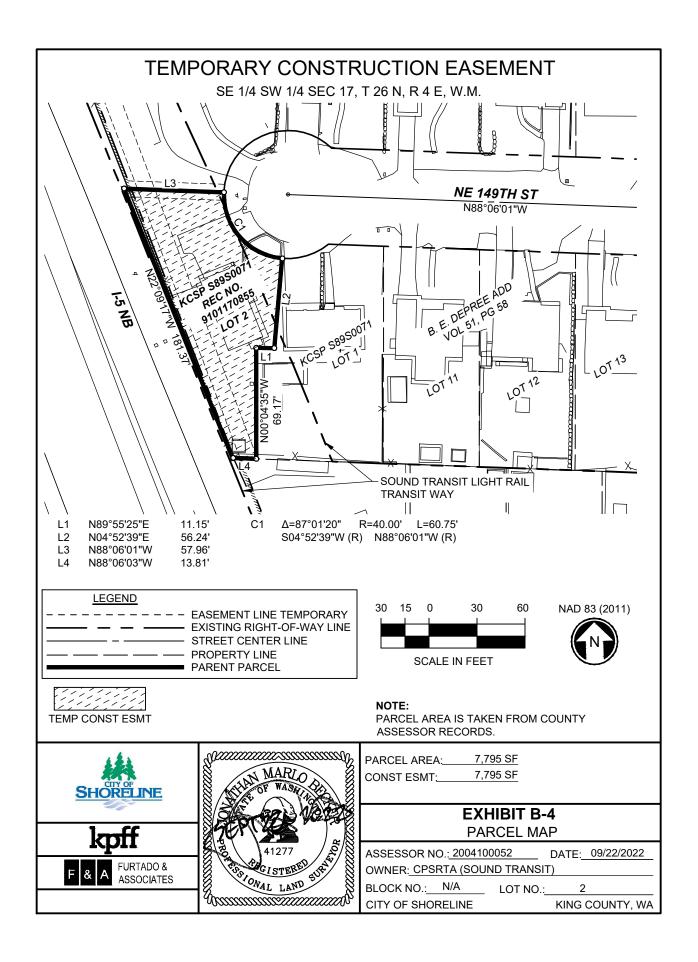


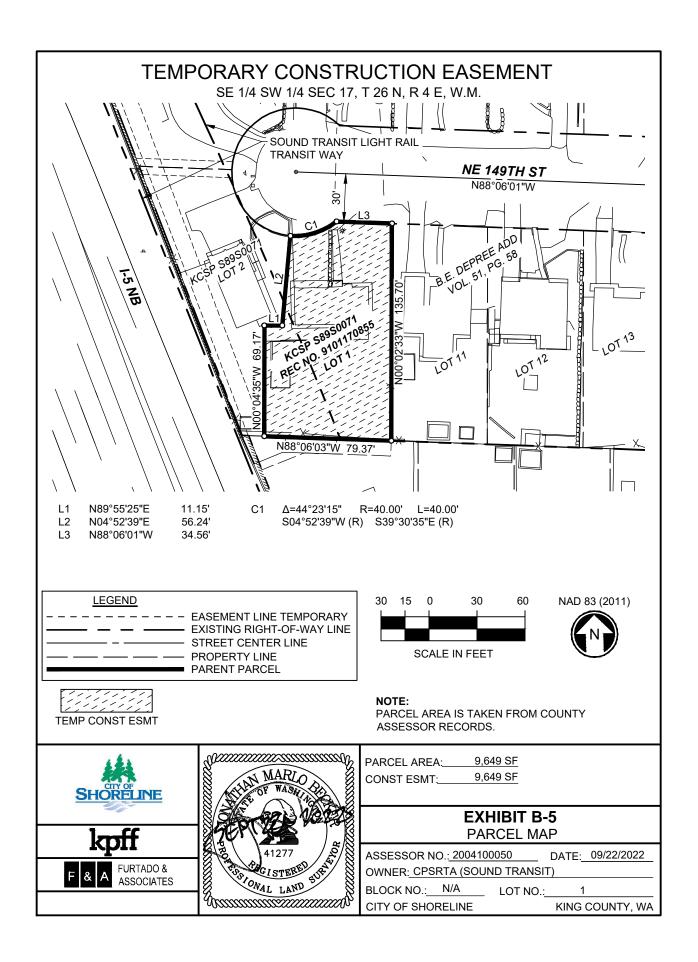
EXHIBIT B PARCEL DEPICTIONS











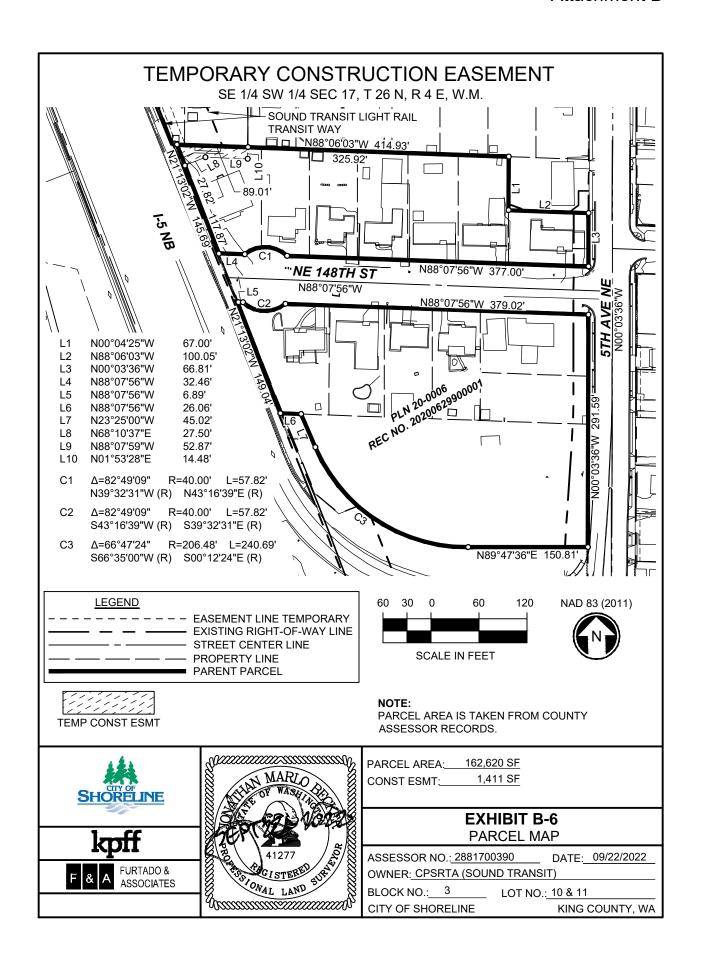


EXHIBIT C TCE LEGAL DESCRIPTIONS

PIN: 2881700323

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL; THENCE ALONG THE WEST LINE THEREOF, S21°07'30"E A DISTANCE OF 32.02 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WEST LINE, N67°51'58"E A DISTANCE OF 23.83 FEET;

THENCE S24°27'59"E A DISTANCE OF 6.51 FEET;

THENCE N89°57'16"E A DISTANCE OF 31.53 FEET TO THE EAST LINE OF SAID GRANTOR'S PARCEL AND THE **TERMINUS** OF SAID DESCRIBED LINE.

CONTAINING 6,555 SQUARE FEET, MORE OR LESS.



PIN: 3222200030

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"). CONTAINING 7,875 SQUARE FEET, MORE OR LESS.



PIN: 2004100045

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A").

CONTAINING 19,763 SQUARE FEET, MORE OR LESS.



PIN: 2004100052

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"). CONTAINING 7,795 SQUARE FEET, MORE OR LESS.



PIN: 2004100050

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A").

CONTAINING 9,649 SQUARE FEET, MORE OR LESS.



PIN: 2881700390

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Temporary Construction Easement Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;

THENCE ALONG THE NORTH LINE THEREOF, S88°06'03"E A DISTANCE OF 89.01 FEET;

THENCE LEAVING SAID NORTH LINE, S01°52'58"W A DISTANCE OF 14.48 FEET;

THENCE N88°07'59"W A DISTANCE OF 52.87 FEET;

THENCE S68°10'37"W A DISTANCE OF 27.50 FEET TO THE WEST LINE OF SAID GRANTOR'S PARCEL:

THENCE ALONG SAID WEST LINE, N21°13'02"W A DISTANCE OF 27.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,411 SQUARE FEET, MORE OR LESS.



EXHIBIT D TCE DEPICTIONS

