Council Meeting Date:	June 14, 2021	Agenda Item: 7(b)

# CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Agreement with Sound		
	Transit for the Shoreline North/185th Station Pedestrian Connection		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager		
ACTION:	Ordinance ResolutionX_ Motion		
	Discussion Public Hearing		

# PROBLEM/ISSUE STATEMENT:

On April 23, 2015, the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Lynnwood Link Extension (LLE) Light Rail Project. In 2017, at about the 60% design milestone for the project, Sound Transit found unexpected budget overruns and engaged in a cost reduction process. Sound Transit's proposed changes to the LLE Project to address the budgetary shortfalls included relocating the Shoreline North/185<sup>th</sup> parking garage from the west side of I-5 to the east side so as to be co-located with the transit loop and next to the station.

City staff reviewed this proposed design change and to ensure equitable transit user access between the bus transit loop to both the northbound and southbound station platforms, a pedestrian connection between the transit loop and the platform access overpass at the north end of the station was proposed and committed to by the City. As part of this commitment, the City agreed to contribute \$100,000 towards the cost of this pedestrian connection, which is estimated to cost roughly \$500,000.

Tonight, staff is requesting that the City Council authorize the City Manager to enter into an agreement with Sound Transit (Attachment A) for the City's partial funding contribution for this pedestrian connection, as was committed to in 2018 and made a permit condition in 2019. Sound Transit has already advanced the design of the pedestrian connection and included it in its contract for construction of the LLE Project.

#### RESOURCE/FINANCIAL IMPACT:

The adopted 2021-2022 Biennial Budget includes a one-time supplemental expenditure of \$100,000 reserved for the City's Shoreline North/185<sup>th</sup> Pedestrian Bridge partnership commitment with Sound Transit.

# **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Shoreline North/185<sup>th</sup> Street Station Pedestrian Connection Agreement for the Lynnwood Link Light Rail Transit Project with Sound Transit.

Approved By: City Manager **DT** City Attorney **JA-T** 

# **BACKGROUND**

On April 23, 2015, the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Lynnwood Link Extension (LLE) Light Rail Project. In coordination with the City, Sound Transit designed the LLE Project as described in Sound Transit's Alignment Resolution, including a public rail transit line, light rail stations at NE 145<sup>th</sup> Street and NE 185<sup>th</sup> Street in Shoreline, parking garages at the two stations in Shoreline, passenger amenities, and associated mitigation measures, among other improvements.

Sound Transit's initial proposed design of the Shoreline North/185<sup>th</sup> Station included a retained cut station and bus transfer facility that was just north of NE 185<sup>th</sup> Street and east of I-5; an approximately 500-stall parking garage in interstate right-of-way on the west side of I-5; and pedestrian connections between the station and garage that were on or adjacent to the existing NE 185<sup>th</sup> Street bridge over I-5.

In 2017, at about the 60% design milestone for the project, Sound Transit found unexpected budget overruns and engaged in a cost reduction process. Sound Transit's proposed changes to the LLE Project to address the budgetary shortfalls were presented to the City Council on July 16, 2018, and included, among other measures, relocating the Shoreline North/185<sup>th</sup> parking garage from the west side of I-5 to the east side so as to be co-located with the transit loop and next to the station.

City staff reviewed these changes based on Shoreline's Guiding Principles for Light Rail Facility Design and concluded that in order to minimize the traffic impacts and best serve Shoreline residents, the transit loop should be located on the top of the Shoreline North parking garage, with transit access to the loop from NE 185<sup>th</sup> Street, and car access to the parking garage below from 8<sup>th</sup> Avenue NE. Additionally, to ensure equitable transit user access between the bus transit loop to both the northbound and southbound platforms, a pedestrian connection between the transit loop and the platform access overpass at the north end of the station was proposed and committed to by the City. More information about this can be found in the July 16, 2018, Council staff report at the following link:

http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2018/staffreport071618-8b.pdf.

# **DISCUSSION**

As is noted above, at the Shoreline North/185<sup>th</sup> Light Rail Station, Sound Transit has agreed to construct the transit loop on top of the parking garage with an elevated pedestrian connection between the transit loop and the platform access overpass at the north end of the station. In support of this pedestrian connection, in 2018, the City committed to contributing \$100,000 towards the cost of this pedestrian connection to Sound Transit. The City's initial commitment was incorporated into a condition of the LLE Project Special Use Permit Decision, which was issued on May 31, 2019, which states:

"Sound Transit shall construct an ADA accessible pedestrian bridge contingent on Sound Transit's receipt of funding as agreed to by King County Metro and the City of Shoreline. The pedestrian bridge would span from the northwest corner of the transit center on the top of the Shoreline North/185th parking garage to the northern station platform entrances."

Sound Transit proceeded with design and construction of the pedestrian connection to stay on schedule and are currently completing the support columns.

As is noted in the Special Use Permit decision, King County Metro also made a similar commitment to provide \$100,000 toward the pedestrian connection and is also working with Sound Transit on a similar funding agreement. Sound Transit staff tentatively plan to take this agreement, if approved by Council, and the King County Metro agreement to the Sound Transit Board for approval in July or August of this year.

Sound Transit has met with their contractor on this segment of the LLE Project and provided a rough order of magnitude cost of approximately \$500,000 to construct the pedestrian connection. Because the pedestrian connection scope includes a number of subcontractors where the pricing is not broken out specifically for the pedestrian connection itself, developing an accurate construction cost is impractical for both the contractor and Sound Transit. This \$500,000 rough cost estimate does not include design costs or any of the costs related to change the garage and station structures themselves.

Tonight, staff is requesting that the City Council authorize the City Manager to enter into an agreement with Sound Transit (Attachment A) for the City's partial funding contribution for this pedestrian connection, as was committed to in 2018 and made a permit condition in 2019. Sound Transit has already advanced the design of the pedestrian connection and included it in its contract for construction of the LLE Project. As such, Sound Transit will be responsible for the ownership and maintenance of the pedestrian connection as part of the Shoreline North/185<sup>th</sup> station site.

# **COUNCIL GOAL(S) ADDRESSED**

The agreement to assist in funding the pedestrian connection at the Shoreline North/185<sup>th</sup> station and garage supports the 2020-2022 Council Goal 3 – Continue preparation for regional mass transit in Shoreline.

# RESOURCE/FINANCIAL IMPACT

The adopted 2021-2022 Biennial Budget includes a one-time supplemental expenditure of \$100,000 reserved for the City's Shoreline North/185<sup>th</sup> Pedestrian Bridge partnership commitment with Sound Transit.

### RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Shoreline North/185<sup>th</sup> Street Station Pedestrian Connection Agreement for the Lynnwood Link Light Rail Transit Project with Sound Transit.

# **ATTACHMENTS**

Attachment A: Shoreline North/185<sup>th</sup> Street Station Pedestrian Connection Agreement for the Lynnwood Link Light Rail Transit Project

# SHORELINE NORTH/185<sup>th</sup> STREET STATION PEDESTRIAN CONNECTION AGREEMENT

### FOR THE LYNNWOOD LINK LIGHT RAIL TRANSIT PROJECT

# **GA 0018-21/City Receiving #9912**

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

### **RECITALS**

- 1. Sound Transit is a governmental entity created pursuant to RCW 81.104 and 81.112 with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.
- 2. The City is a non-charter optional municipal code city organized pursuant to chapter 35A RCW and incorporated under the laws of the State of Washington, with the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- 3. On April 23, 2015, the Sound Transit Board selected and authorized the implementation of the preferred alternative alignment for the Lynnwood Link Light Rail Extension Project ("LLE Project") in Resolution 2015-05 ("Alignment Resolution").
- 4. In coordination with the City, Sound Transit is in the process of designing and constructing the LLE Project, within the City's boundaries as described in the Alignment Resolution, including without limitation a public rail transit line, stations, other infrastructure, improvements, public transit and passenger amenities, and mitigation measures associated therewith.
- 5. As part of that the interagency coordination and, as part of the LLE Project cost reduction process that Sound Transit undertook in 2017 to address significant cost pressures, in June 2018 the City communicated to Sound Transit that the City was willing to contribute \$100,000.00 towards the cost of an elevated pedestrian connection ("Pedestrian Connection") at the Shoreline North/185th Station ("North Station") to ensure equitable transit user access between the bus transit loop to both the northbound and southbound platforms at the North Station.
- 6. Based on the City's willingness to contribute funding, Sound Transit completed the design of the Pedestrian Connection and incorporated it into its construction contract for the North Station, after City review and approval.
- 7. The Parties desire to enter into this Agreement to set forth their respective responsibilities to implement the City's willingness to contribute \$100,000.00 for the Pedestrian Connection at the North Station, and build effective cooperation between the Parties.

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

# <u>AGREEMENT</u>

**A. PURPOSE.** Sound Transit and the City have coordinated during the LLE Project design to ensure inclusion of a pedestrian connection near the North Station. The purpose of this Agreement is to identify and define the Parties' responsibilities with respect to the Pedestrian Connection scope of work. The Pedestrian Connection will provide better pedestrian access to the light rail station at 185<sup>th</sup> Street and will be built at the North Station between the north west corner of the transit loop on top of the garage to the overpass access to both platforms at the north end of the Station as agreed to by both Parties through the station redesign process.

The Pedestrian Connection is more fully identified in **Exhibit A** ("Pedestrian Connection Contract Drawings").

**B.** CITY CONTRIBUTION OF FUNDS. Subject to the terms of this Agreement, the City agrees to provide Sound Transit \$100,000.00 towards the cost to design and construct the Pedestrian Connection ("City Contribution"). This shall be the City's sole contribution for the Pedestrian Connection, no additional funding shall be provided.

#### C. SOUND TRANSIT'S RIGHTS & RESPONSIBILITIES.

- 1. Sound Transit will be responsible for the design and construction of the Pedestrian Connection in accordance with all applicable federal, state and local laws, regulations and ordinances; City and Sound Transit design criteria; and the LLE Project L200 Contract ("LLE Contract").
- **2.** Sound Transit shall be solely responsible for the construction of the Pedestrian Connection as part of the LLE Contract.
- **3.** The Pedestrian Connection will be owned by Sound Transit as a component of the LLE Project. Sound Transit will be solely responsible for all cost related to the operation and maintenance of the Pedestrian Connection for the life of the structure.

## D. INVOICING AND PAYMENT

1. Invoicing. Sound Transit will invoice the City within thirty (30) calendar days of the execution of this Agreement for the City Contribution. The invoice will sent to:

City of Shoreline Attn: Accounts Payable

17500 Midvale Ave N Shoreline, WA 98133

Email: accountspayable@shorelinewa.gov

**2. Payment.** The City will pay Sound Transit's invoice within thirty (30) calendar days of receipt of the invoice.

#### E. TERM

**1. Term.** This Agreement will remain in effect until Sound Transit has accepted the Pedestrian Connection as complete from its Contractor for the LLE Project.

#### F. INDEMNIFICATION

- 1. Mutual Indemnification. Each Party will defend, indemnify and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, its negligent acts or omissions. Neither Party will be required to defend, indemnify or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party.
- 2. Concurrent Negligence. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification was specifically and mutually negotiated by each of the Parties and will survive the termination of this Agreement.
- **3. Survival.** The indemnification obligations provided in this Section F will survive termination of this Agreement.
- **G. DESIGNATED REPRESENTATIVES.** The Designated Representatives for each Party, as identified in Exhibit B, will be responsible for coordination of any notices or communications between the Parties and will act as the point of contact for each Party for all matters related to this Agreement. The Parties reserve the right to change Designated Representatives by providing written notice to the other Party during the term of this Agreement. Any correspondence or communications related to the Pedestrian Connection will be made exclusively by and through Sound Transit's Designated Representative or their designee.

#### H. RECORDS

1. Records to be Maintained. Sound Transit will maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all costs of any nature incurred by Sound Transit and all monies paid by the City to Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the City and the destruction is authorized under RCW Chapter 40.14.

- **2. Inspection.** All such Sound Transit's records and documents will be available during regular business hours, upon reasonable request, for inspection, review or audit by the City during the performance of this Agreement and for the required six (6) year period.
- 3. Public Records Act. The Parties are both public agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if either Party receives a public records request, unless a statute exempts disclosure, the Party must disclose the record to the requestor. Release of a public record pursuant to the Public Records Acts will not be considered a breach of this Agreement nor will the disclosing Party be liable for any cost or expense incurred by the other Party due to disclosure.

#### I. GENERAL PROVISIONS

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

- **8.** Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 9. Force Majeure. Neither party will be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure will include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure will give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice will preclude recovery under this provision.
- **10. Amendments.** This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to the design of the Pedestrian Connection as set forth in Exhibit A 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.
- 11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto. However, the Parties will negotiate and execute such ancillary agreements as may be required to implement this Agreement.
- **12. Headings.** Section headings are intended as information only, and will not be construed with the substance of the section they caption.
- **13. Exhibits.** All exhibits attached to this Agreement are hereby incorporated into and made part of this Agreement.
- **14. Execution of this Agreement**. This Agreement may be executed electronically on a platform agreed to by the Parties. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute but one and the same instrument.
- **15. Severability.** If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions thereby will remain in full force and effect.

# CENTRAL PUGET SOUND REGIONAL THE CITY OF SHORELINE TRANSIT AUTHORITY (SOUND TRANSIT)

By: Kimberly Farley, Deputy Chief Executive	By:	
Officer	<i>37 3</i>	
Date:	Date:	
Authorized by Motion No	Approved by City Council Motion or	
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Approved as to form:	Approved as to form:	
By:	By:	
Mattelyn Tharpe, Legal Counsel I	City Attorney's Office	
EXHIBITS:		
Exhibit A: Pedestrian Connection Scope o	f Work	

Designated Representatives

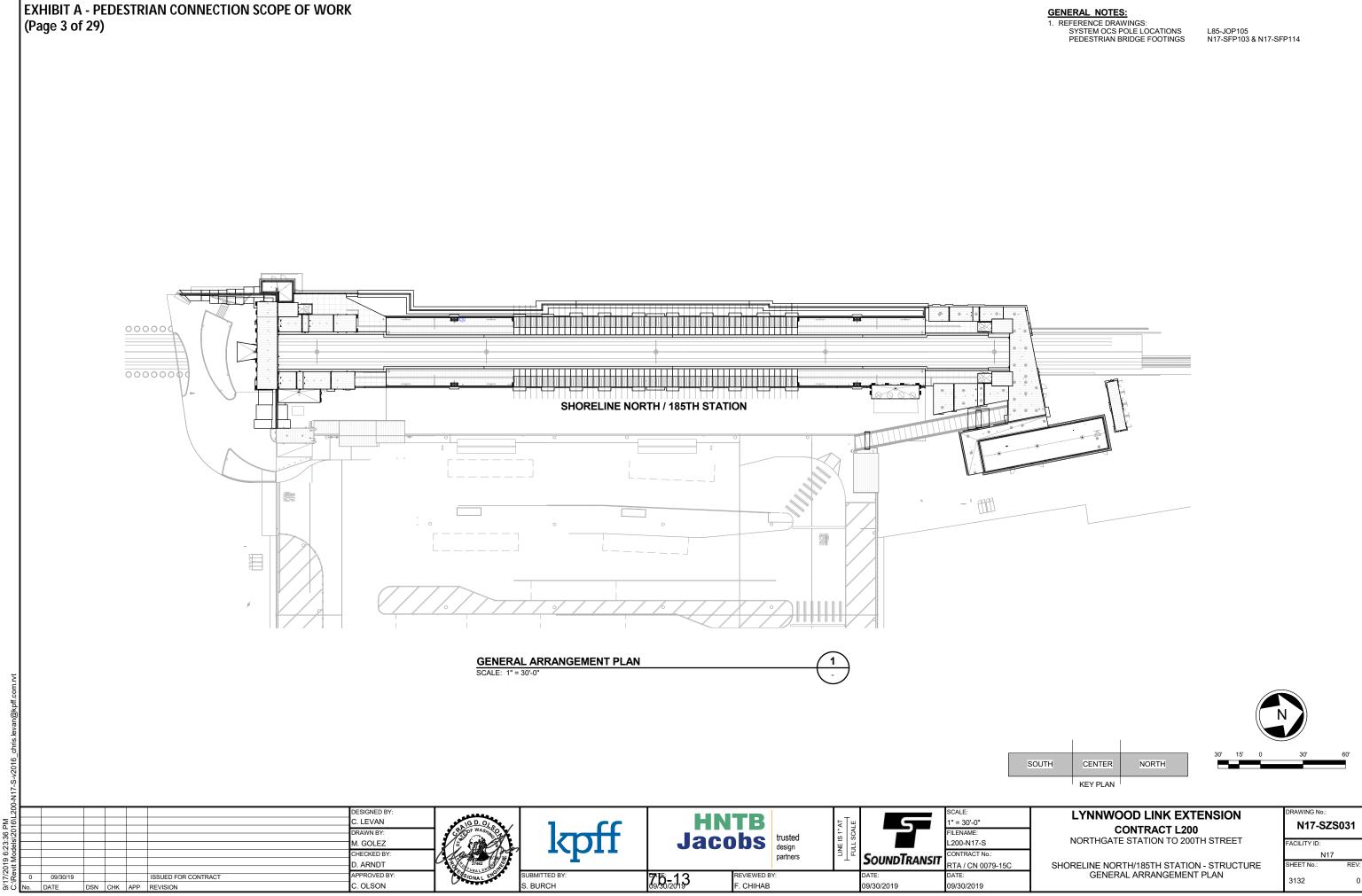
Exhibit B:

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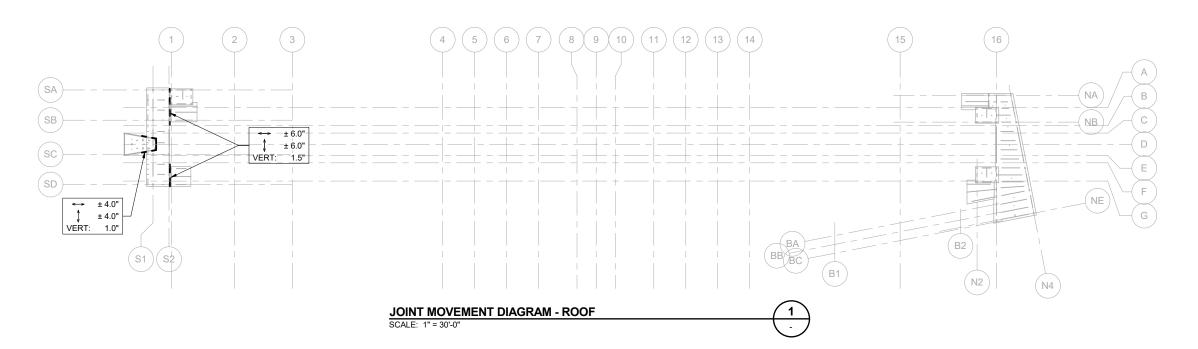
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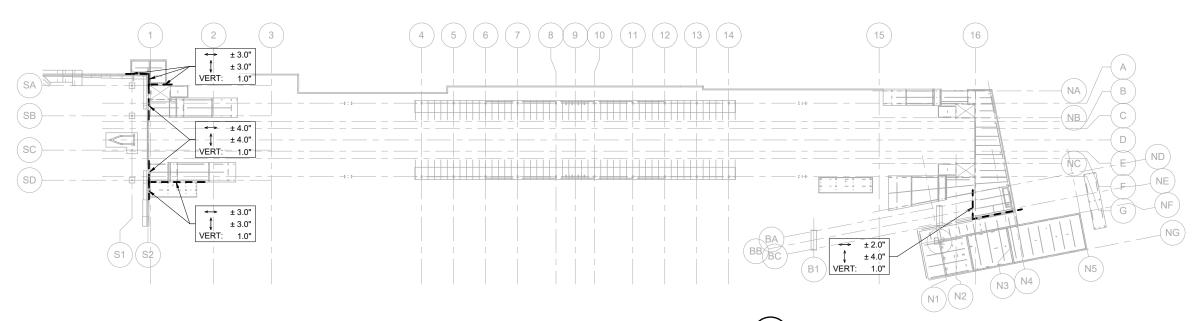
09/30/2019

C. OLSON



# EXHIBIT A - PEDESTRIAN CONNECTION SCOPE OF WORK (Page 4 of 29)





#### NOTES

ALL ELEMENTS CROSSING JOINT LOCATIONS INDICATED ON PLANS ABOVE ARE REQUIRED TO ACCOMMODATE THE BELOW DIFFERENTIAL MOVEMENTS ACROSS THE JOINT INTERFACE:

2. HORIZONTAL MOVEMENTS INDICATED ARE BASED ON DISPLACEMENT OF ADJACENT STRUCTURES COMBINED USING SUM ROOT OF SQUARES (SRSS).

JOINT	MOVEMENT	DIAGRAM -	· PLAZA

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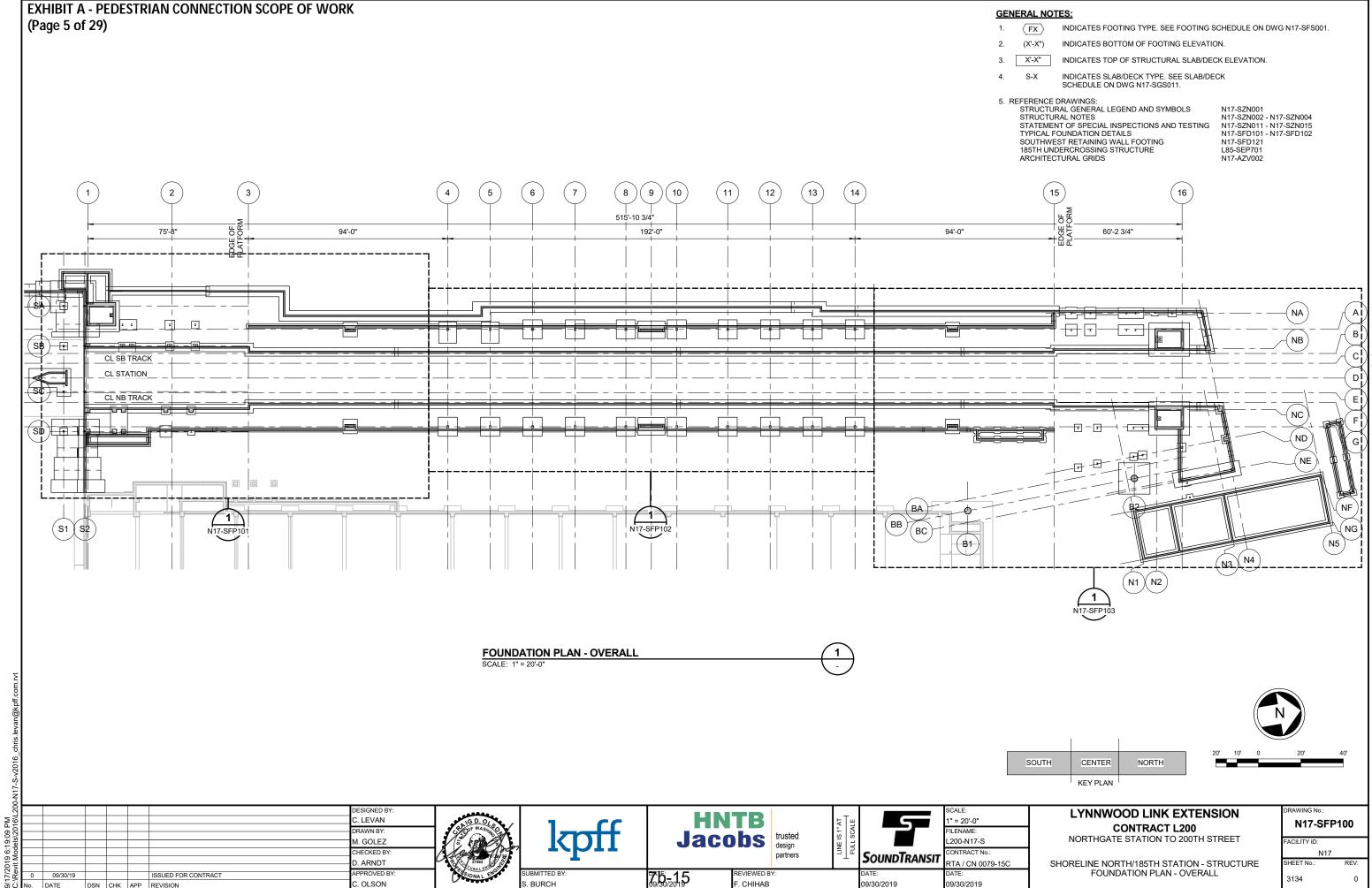
# LYNNWOOD LINK EXTENSION CONTRACT L200 NORTHGATE STATION TO 200TH STREET

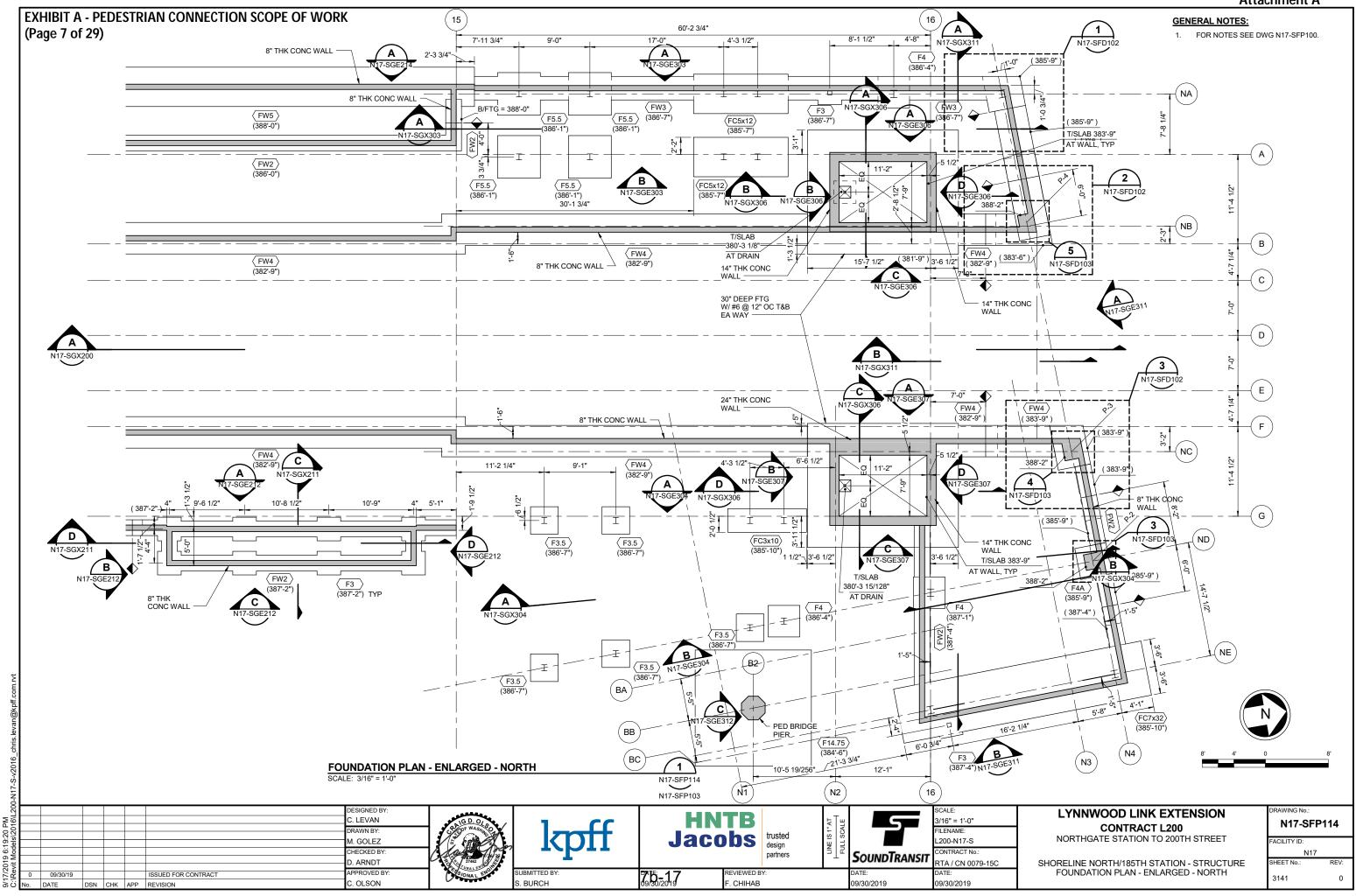
SHORELINE NORTH/185TH STATION - STRUCTURE

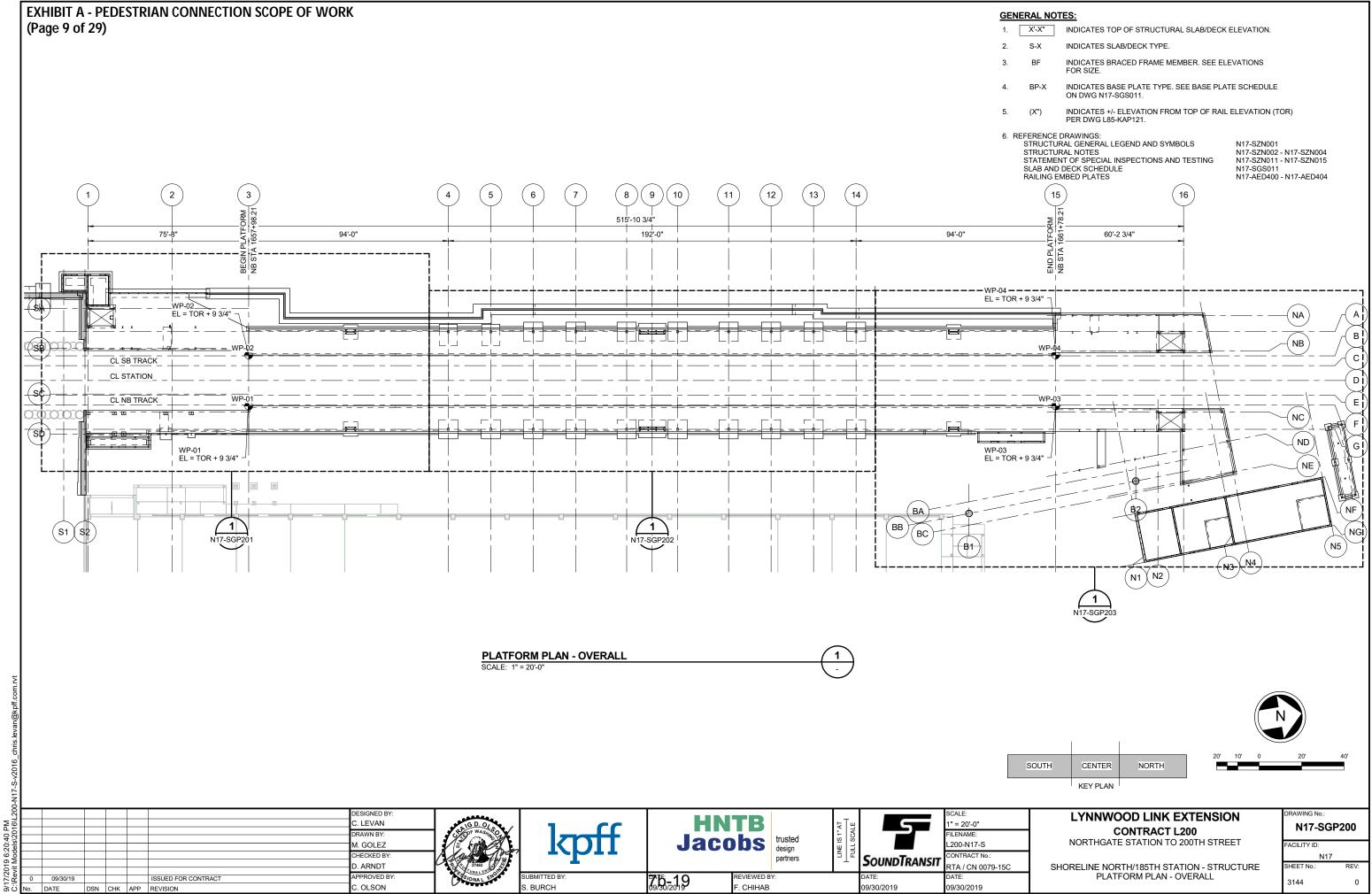
JOINT MOVEMENT DIAGRAMS

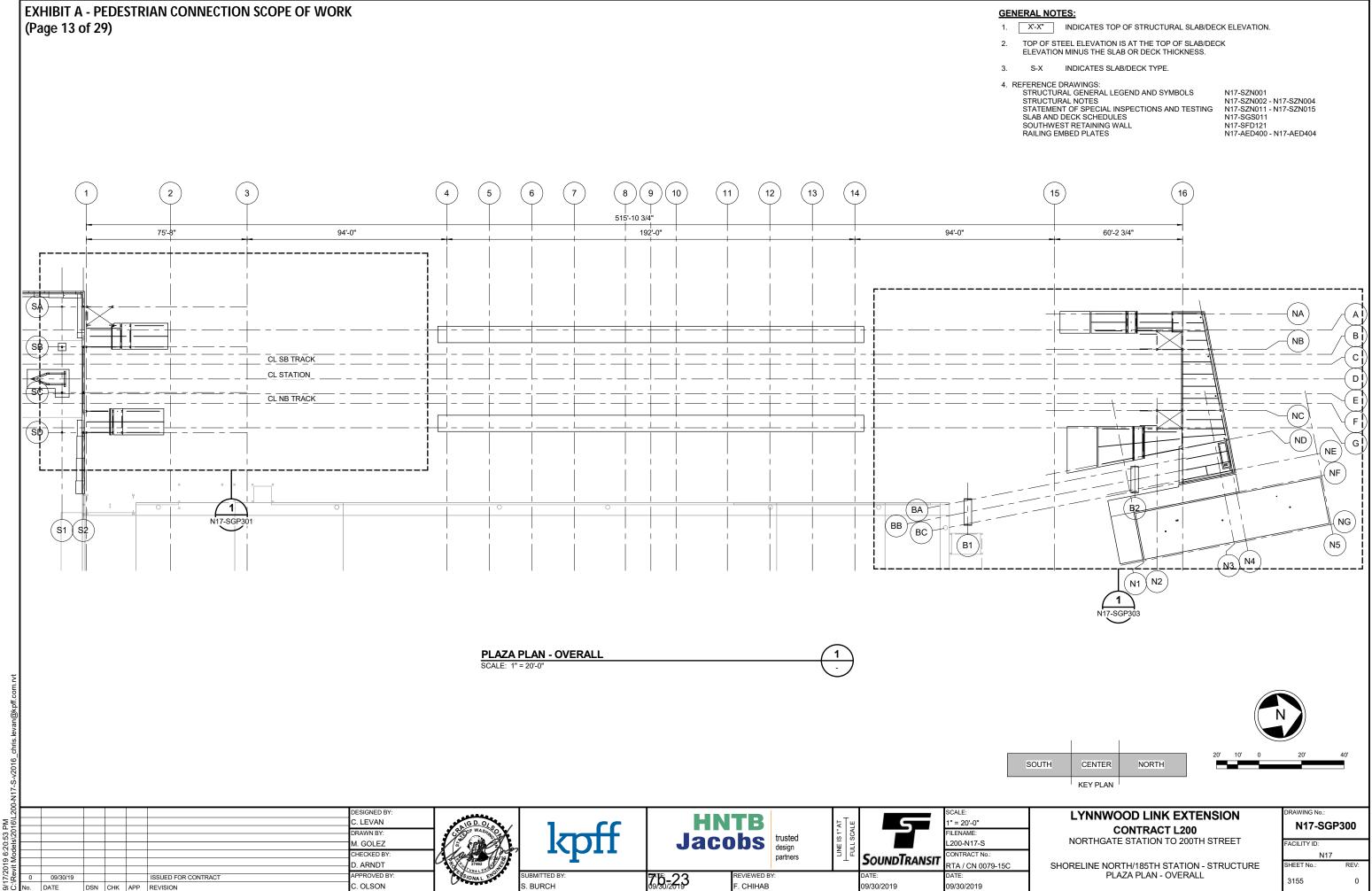
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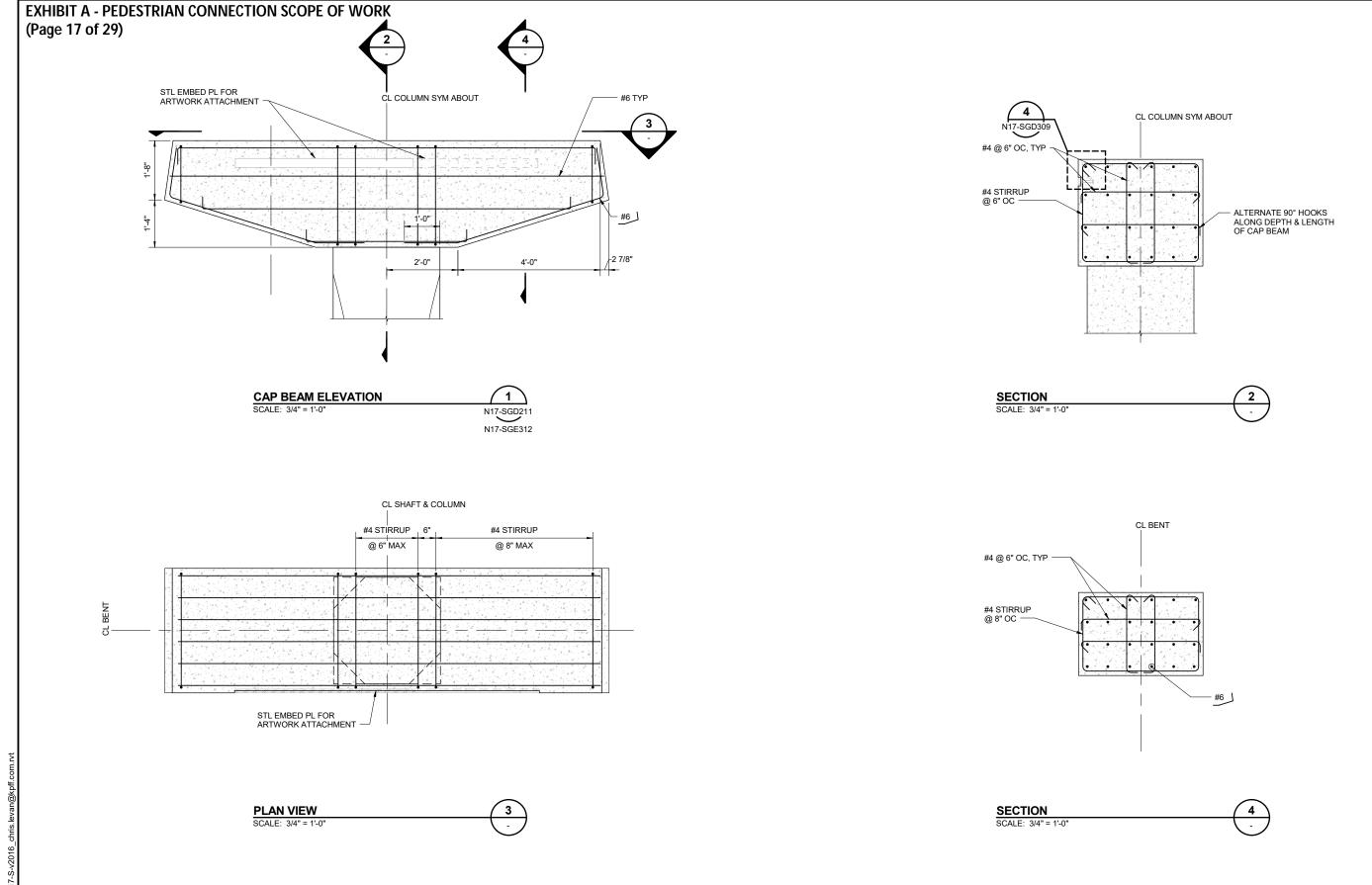


75-25

ISSUED FOR CONTRACT

PLAZA PLAN - ENLARGED - NORTH





09/30/19

DATE

ISSUED FOR CONTRACT

DESIGNED BY C. LEVAN

DRAWN BY:

M. GOLEZ CHECKED BY

D. ARNDT





F. CHIHAB

75-27

SOUNDTRANSIT

09/30/2019

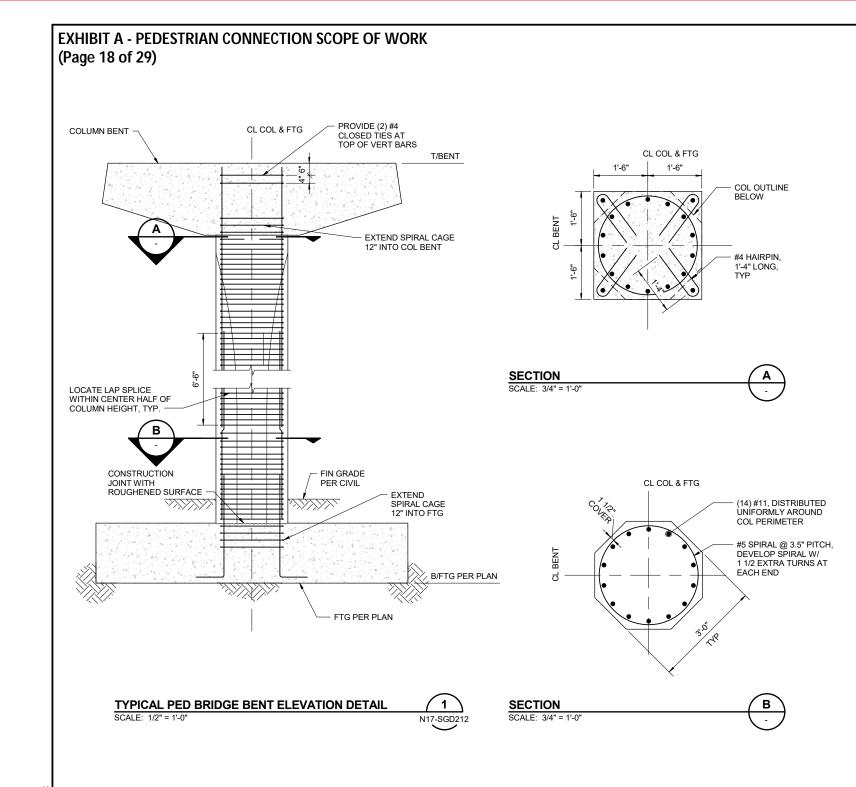
3/4" = 1'-0" L200-N17-S RTA / CN 0079-15C LYNNWOOD LINK EXTENSION CONTRACT L200 NORTHGATE STATION TO 200TH STREET

SHORELINE NORTH/185TH STATION - STRUCTURE PEDESTRIAN BRIDGE CONCRETE DETAILS

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FACILITY ID:	
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SHEET No.:	REV:

DRAWING No.:

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DESIGNED BY C. LEVAN DRAWN BY: M. GOLEZ CHECKED BY D. ARNDT ISSUED FOR CONTRACT 09/30/19 C. OLSON DATE



**HNTB** Jacobs trusted design

F. CHIHAB

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09/30/2019

SOUNDTRANSIT

AS NOTED

L200-N17-S RTA / CN 0079-15C LYNNWOOD LINK EXTENSION **CONTRACT L200** NORTHGATE STATION TO 200TH STREET

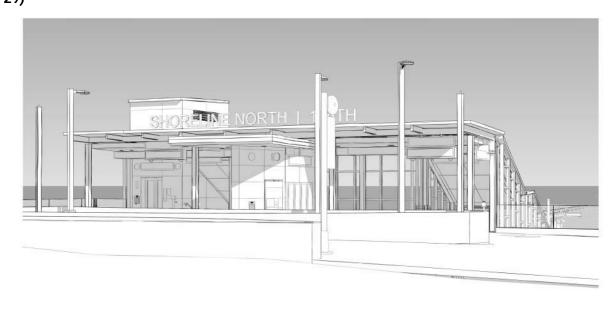
PEDESTRIAN BRIDGE CONCRETE DETAILS

SHORELINE NORTH/185TH STATION - STRUCTURE

N17-SGD212 ACILITY ID:

N17 HEET No.: 3225

# EXHIBIT A - PEDESTRIAN CONNECTION SCOPE OF WORK (Page 20 of 29)



VIEW - SOUTH PLAZA

SCALE: NOT TO SCALE

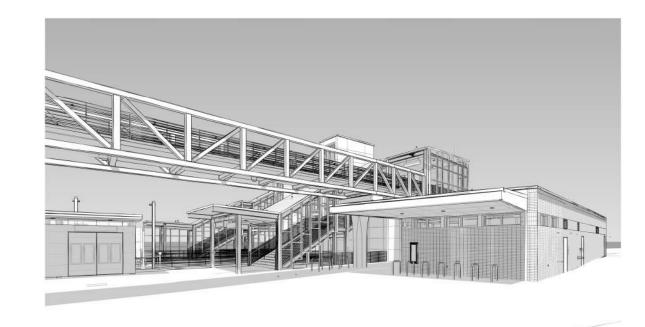




VIEW - SOUTHBOUND PLATFORM LOOKING SOUTH

SCALE: NOT TO SCALE





VIEW - ANCILLARY FROM ENTRY PLAZA

SCALE: NOT TO SCALE





VIEW - ANCILLARY FROM PLATFORM PLAZA

SCALE: NOT TO SCALE



DESIGNED BY: C. SCHARRER LYNNWOOD LINK EXTENSION **HNTB** rolluda architects REGISTERED ARCHITECT N17-AZV004 CONTRACT L200 NORTHGATE STATION TO NE 200TH STREET **Jacobs** L200-N17-A K. WILLIAMS SCHARRERAD CHECKED BY: N17 SOUNDTRANSIT SHORELINE NORTH / 185TH STATION - ARCHITECTURE 3D VIEWS EXTERIOR 3D VIEWS S. CAMERON STATE OF WASHINGTON RTA / CN 0079-15C HEET No.: **7**5-30 3251 A. ROLLUDA

V17-A-v2016\_kathi@rolludaarchitects.com.rv

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09/30/2019

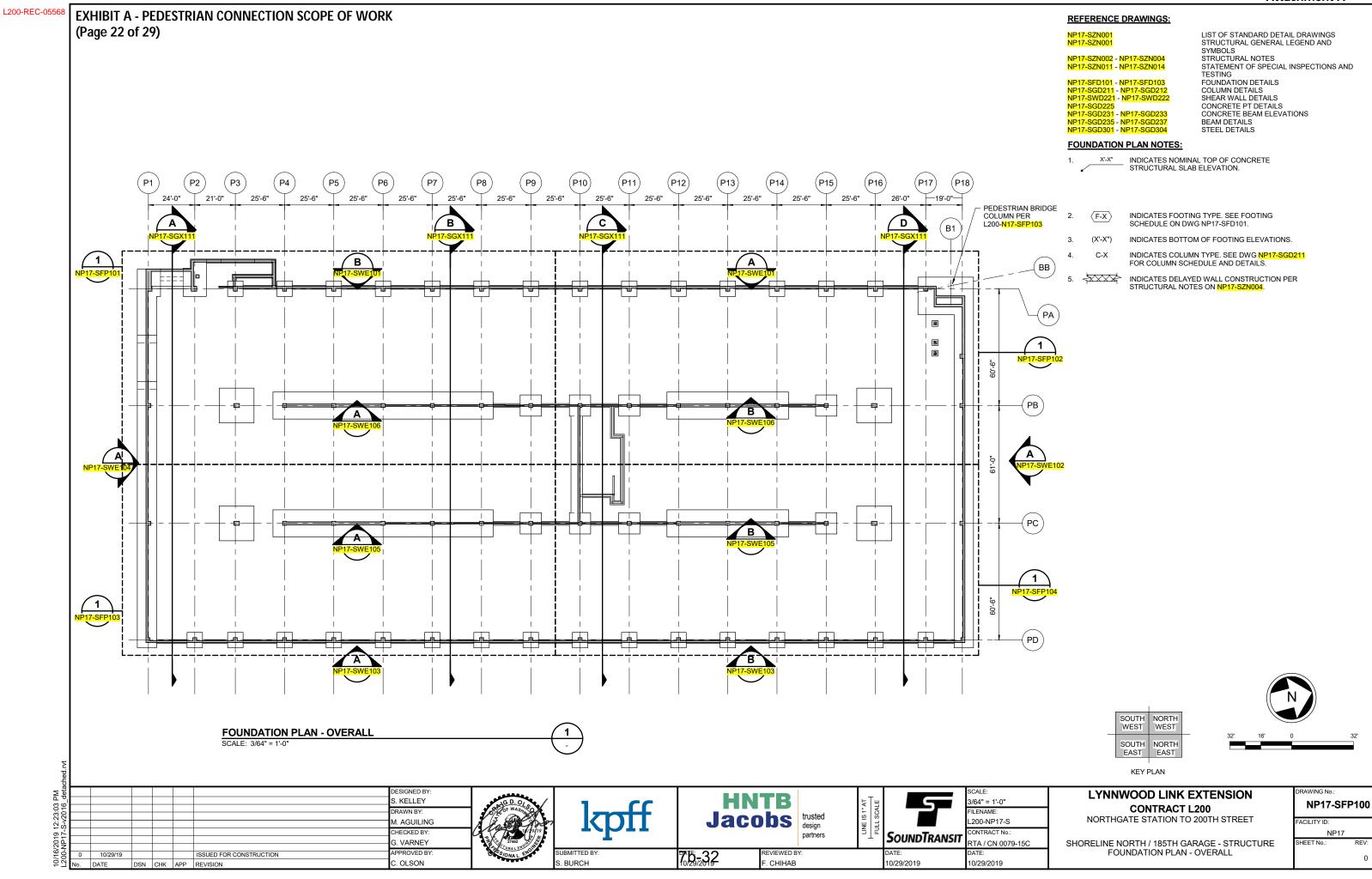
A. ROLLUDA

DATE

DSN CHK APP REVISION

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SITE PLAN - STATION

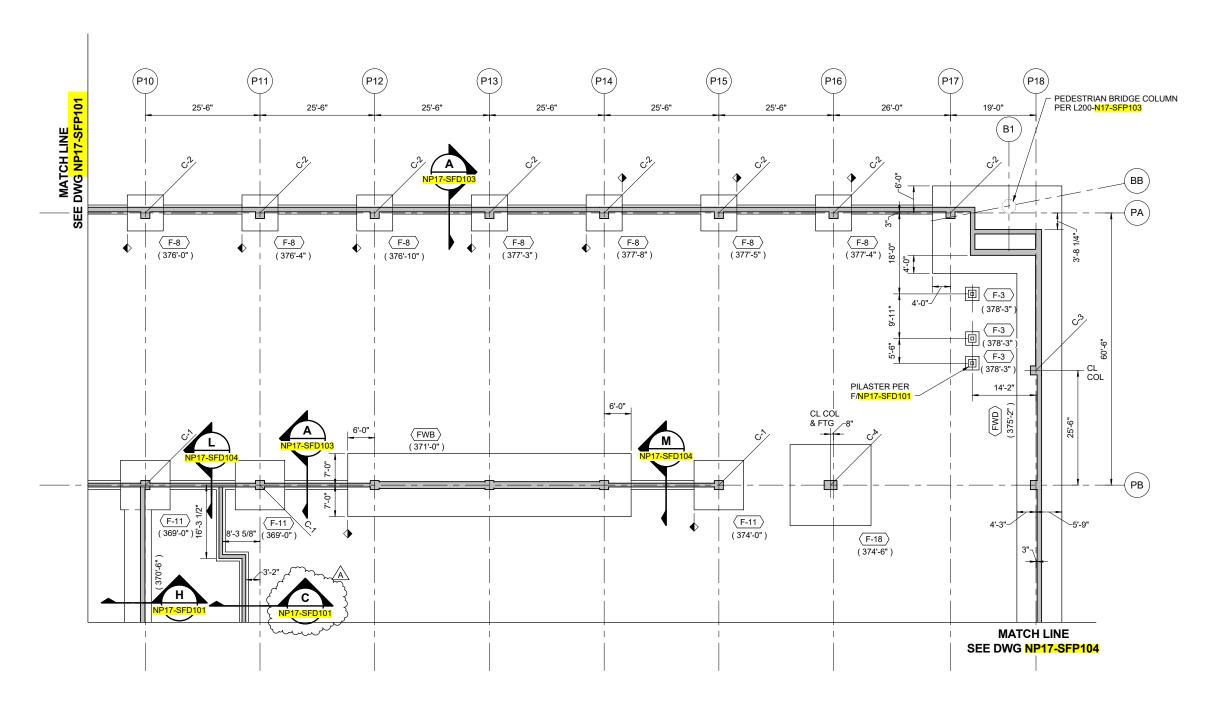


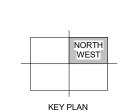
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L200-REC-05384 L200-REC-08501 EXHIBIT A - PEDESTRIAN CONNECTION SCOPE OF WORK (Page 23 of 29)

NOTES:

FOR FOUNDATION NOTES SEE DWG NP17-SFP100.







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FOUNDATION PLAN - NORTHWEST SCALE: 3/32" = 1'-0"

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HNTB Jacobs trusted design partners

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CONTRACT No.:
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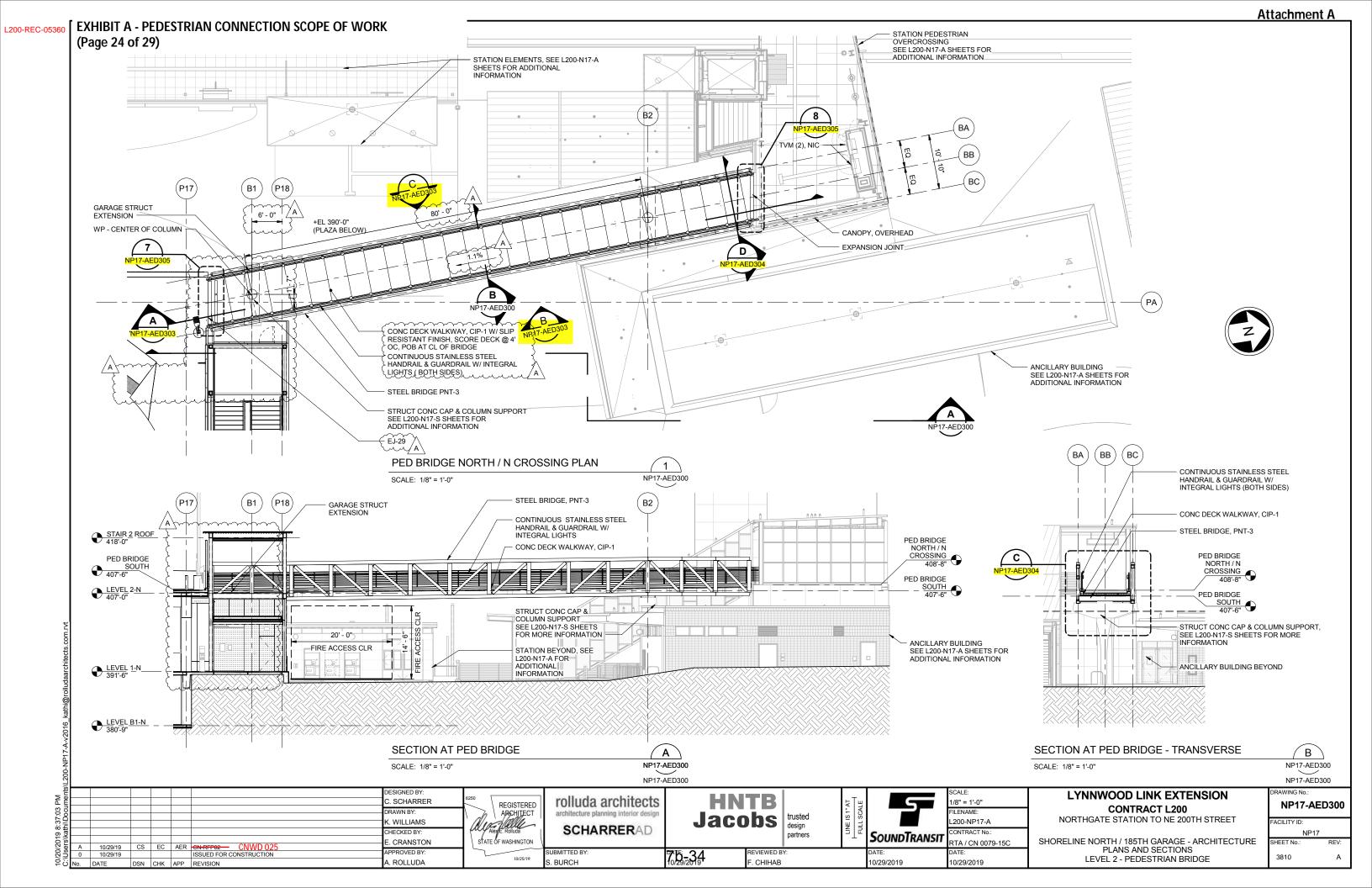
LYNNWOOD LINK EXTENSION

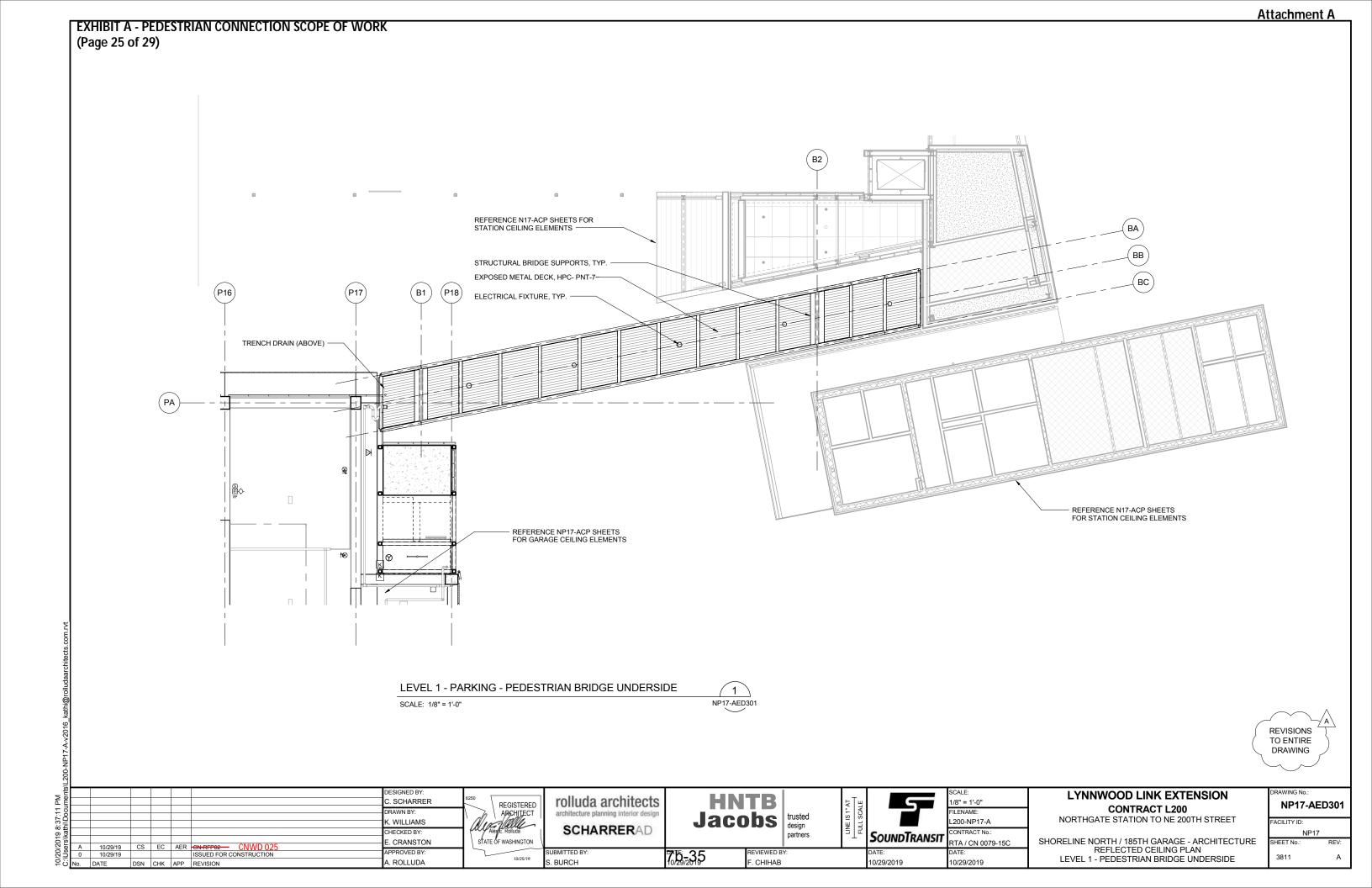
CONTRACT L200

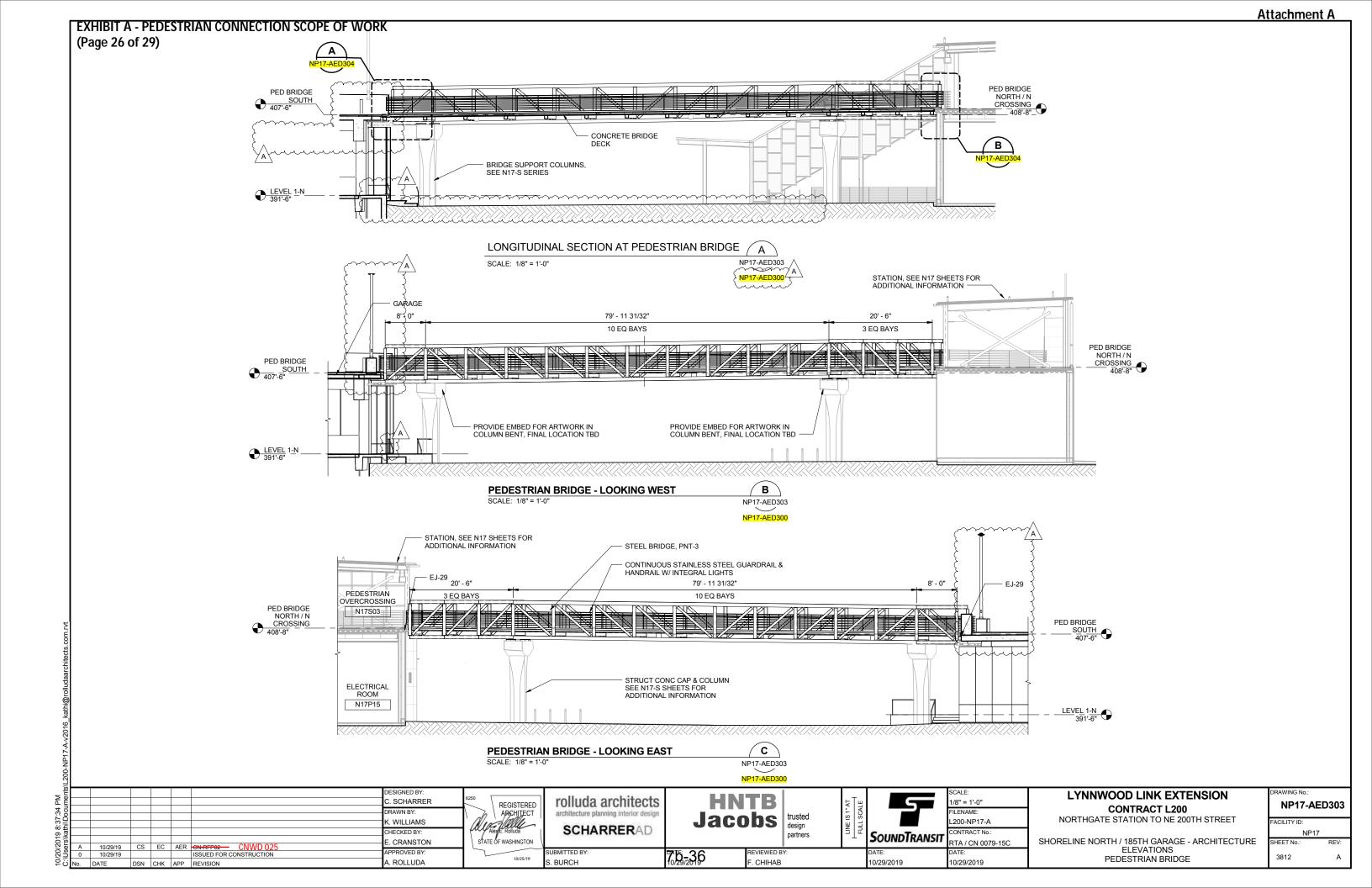
NORTHGATE STATION TO 200TH STREET

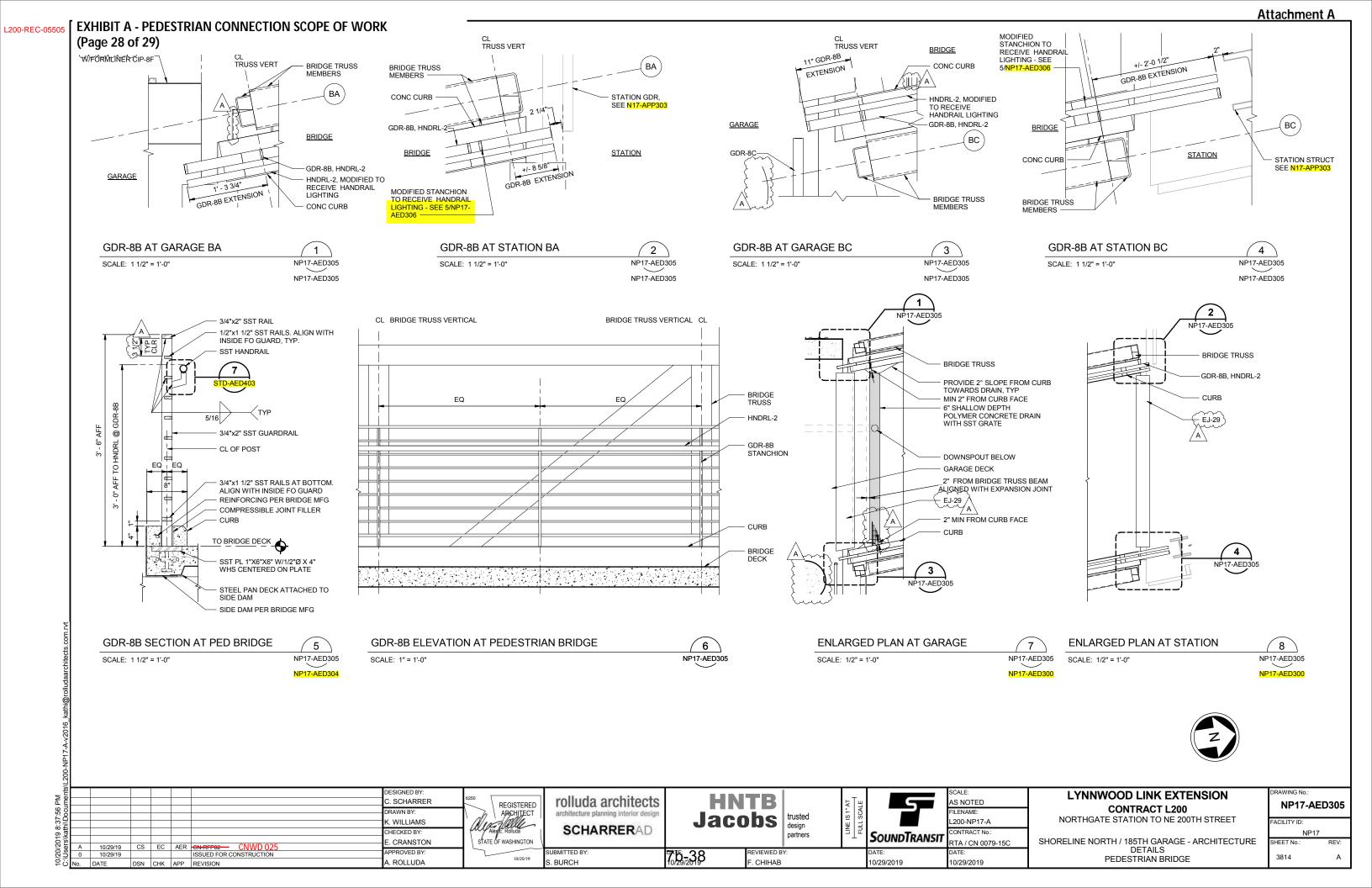
SHORELINE NORTH / 185TH GARAGE - STRUCTURE FOUNDATION PLAN - NORTHWEST

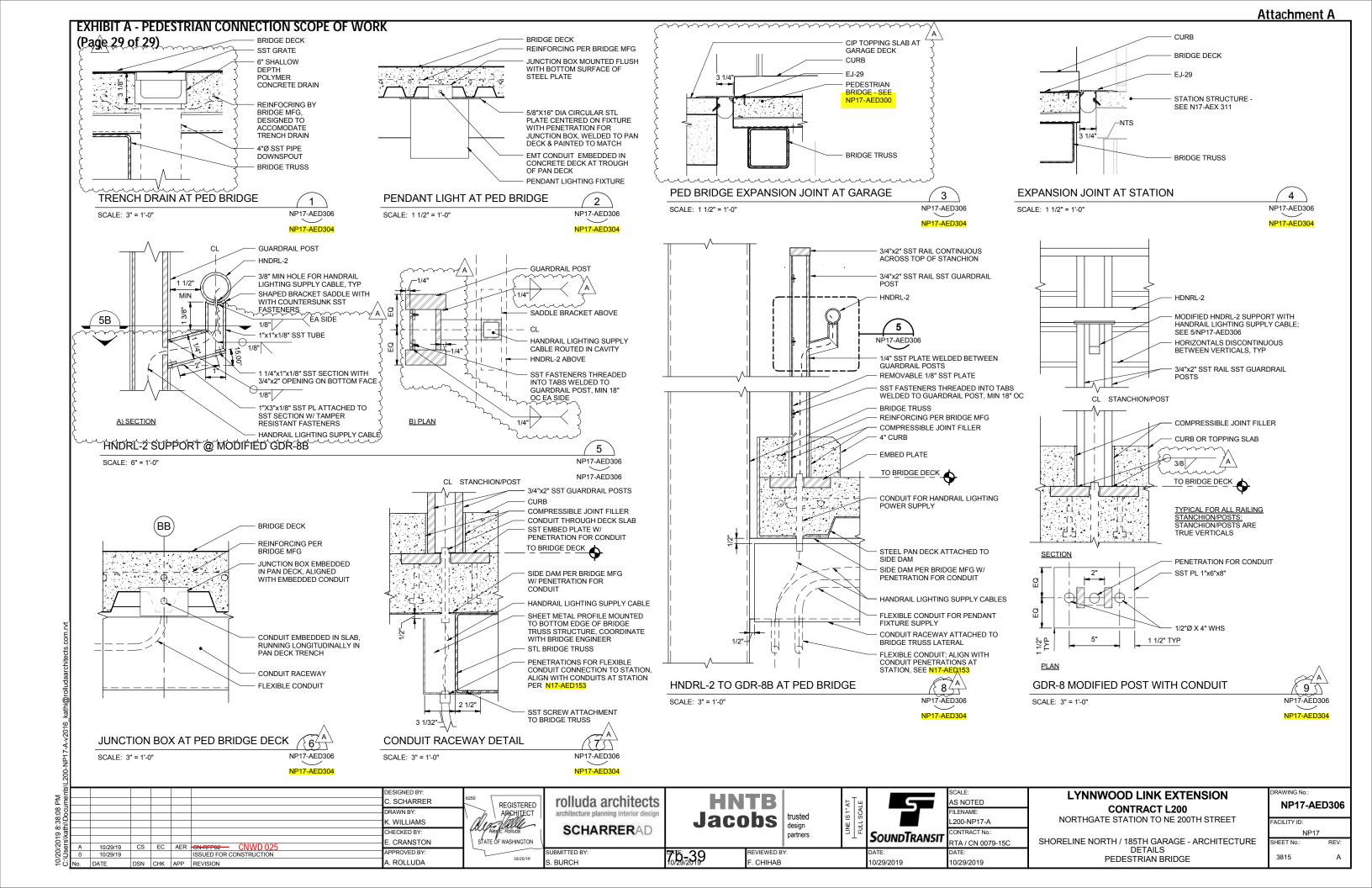
DRAWING No.:
NP17-SFP102
FACILITY ID:
NP17











### **EXHIBIT B**

# **DESIGNATED REPRESENTATIVES**

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

SOUND TRANSIT CITY OF SHORELINE

Pedestrian Connection Representative Pedestrian Connection Representative

Barbara Hinkle, Project Manager Juniper Nammi, Light Rail Project Manager

Barbara.hinkle@soundtransit.org jnammi@shorelinewa.gov