

**CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF MOUNTLAKE TERRACE
AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
FOR
MAIN STREET RECONSTRUCTION PROJECT
AND LYNNWOOD LINK PROJECT IMPROVEMENTS AT 236TH STREET SW
GA0229-17**

This Agreement is made and entered into between the City of Mountlake Terrace, herein after called “City,” and the Central Puget Sound Regional Transit Authority, herein after called “Sound Transit,” each of which is referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the City is a non-charter optional municipal code City 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;

WHEREAS, 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;

WHEREAS, the Sound Transit Lynnwood Link Light Rail Project includes a planned light rail station in Mountlake Terrace, to be located immediately east of the intersection of 236th Street SW and the NB off-ramp of I-5 exit 178, and will extend over 236th Street SW, and will include a planned 59th Place Park and Ride (“the Sound Transit Project”);

WHEREAS, the City has designed and plans to construct the Main Street Reconstruction Project Phase 1 roadway improvements on 236th Street (the “Roadway Project”) in the vicinity of the Sound Transit Project;

WHEREAS, the Roadway Project will be completed prior to completion of the Sound Transit Project, and the Sound Transit Project construction will likely damage and require restoration of surface improvements on 236th Street SW within the station limits;

WHEREAS, the City and Sound Transit desire to coordinate the design and construction of the roadway and light rail projects to improve efficiency and to reduce costs to the Parties as well as the public; and

WHEREAS, on November 15, 2018, the Parties entered into the Reimbursement Agreement for Design of Lynnwood Link Project Improvements at 236th Street SW, and

consistent with that Agreement, the City has completed design and Sound Transit has reimbursed the City for the design changes required to accommodate transit needs;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Parties agree to the following terms and conditions:

1.0 PURPOSE

The City and Sound Transit have coordinated the design of City Roadway Project and planning for the Sound Transit Project and desire to coordinate construction of certain Sound Transit Project elements and certain City Roadway Project elements to further mutual goals of realizing efficiencies and preventing unnecessary redesign or reconstruction of the road or transit improvements. The purpose of this Agreement is to identify and define the responsibilities of the Parties with respect to the following areas of agreement:

Underground Improvements. City will construct subsurface improvements that will serve the Sound Transit Project within the 236th Street SW right-of-way, as indicated in **Exhibit A** to this Agreement (the Sound Transit “Underground Improvements”), as part of its Roadway Project, and Sound Transit will pay the City costs as set forth in this Agreement.

Intersection Construction. City will construct the intersection at 59th Place in accordance with the agreed design to accommodate the Sound Transit’s planned temporary Park and Ride and bus loop at 59th Place, at its own cost.

Temporary Improvements. City will install, at its own cost, temporary asphalt sidewalks and roadway improvements in those areas where Sound Transit’s Light Rail construction will damage the roadway in the agreed limits described below, and depicted in **Exhibit B**:

- North side of 236th Street from station 103+69 to station 109+20
- South side of 236th Street from station 103+69 to station 105+95

Permanent Pavement and Surface Improvements. During the construction of the Sound Transit Project, Sound Transit, at its own cost, will place permanent roadway surface improvements in the agreed limits described above.

2.0 PROJECT OVERSIGHT

- 2.1 Each Party shall have full responsibility for and shall control final acceptance and all aspects of its respective construction project, except as otherwise specified in this Agreement. Each Party shall provide all necessary construction administration for its own project to ensure that it is completed in accordance with the contract terms and in compliance with all laws, regulations, ordinances, and other requirements applicable to that project.

- 2.2 Each Party agrees to continue to cooperate to achieve cost effective and timely projects, benefitting both Parties; and to administer its project to not unreasonably delay either Party's project..
- 2.3 Each Party agrees to perform reviews and provide requested responses, comments, and approvals in an expedited manner, within the time frames agreed during the continued collaboration during the construction of the Projects.
- 2.4 The Parties agree to continue to collaborate and resolve issues promptly to prevent or minimize impacts to the Projects.
- 2.5 Each Party shall invite the other Party to participate in acceptance inspections and the creation of punch lists prior to acceptance of work being performed on behalf of the other Party.

3.0 CITY RESPONSIBILITIES

- 3.1 **Underground Improvements.**
 - 3.1.1 At Sound Transit's request, City will initiate a Change to its Roadway Project contract and receive a proposal from the Contractor for construction of the Sound Transit Underground Improvements, the scope of work identified in **Exhibit A**, and will expressly incorporate any applicable federal clauses and requirements.
 - 3.1.2 City will transmit the Contractor proposal to Sound Transit, and Sound Transit will inform the City in writing whether it accepts or rejects the Change proposal within five (5) business days of receiving the proposal. Sound Transit will work with the City to reach agreement with the City contractor on a reasonable price for completing the Underground Improvements Change. City will not allow its Contractor to proceed with the Change work for construction of the Underground Improvements without prior written authorization by Sound Transit.
 - 3.1.3 City will coordinate with Sound Transit in the processing of any requests for information, change requests, materials submittals, inspections, and acceptance of the Underground Improvements work. City shall not approve any changes to the Underground Improvements work, or to work that could impact the use of the Underground Improvements, without Sound Transit's prior written approval.
 - 3.1.4 City shall provide notice in advance to allow Sound Transit, at its own expense, the opportunity to review any plans, be present during construction, and inspect any or all of the work being performed on behalf

of Sound Transit. City will require any defective or non-compliant work to be replaced or repaired to the satisfaction of the City and Sound Transit.

- 3.1.5 City will require any contractor on its Project to maintain the insurance required in the Roadway Project contract, and to name Sound Transit as an additional insured for Sound Transit Underground Improvement scope of work. In addition, the City shall require any contractors performing Sound Transit Underground Improvements work to indemnify and hold harmless Sound Transit in the same manner and to the same extent as the City, including the waiver of any industrial insurance immunity. Sound Transit will reimburse the City for any reasonable additional costs associated with naming them as additionally insured; in the event that the contractor requests additional costs.
- 3.1.6 Federal Requirements. City will administer the Sound Transit Project Underground Improvements work to ensure that it complies with Federal Transit Authority funding requirements applicable to the Sound Transit Project. Sound Transit shall provide the required third party contract clauses and will assist the City with interpretation and application of the federal requirements.
- 3.1.7 City will grant final acceptance of the Sound Transit Underground Improvements only after both the City and Sound Transit provide written approval of such acceptance.

3.2 59th Place Intersection Construction and Transit Access.

- 3.2.1 City has included within the scope of the Roadway Project contract, the modified designs for construction of the intersection at 59th Place to accommodate the Sound Transit's planned temporary Park and Ride and bus loop at 59th Place W. The cost of this construction is the responsibility of the City and shall be at no additional cost to Sound Transit.
- 3.2.2 City will complete the construction of the Roadway Project in coordination with the Sound Transit's Project, schedule, work activities, and in a manner allowing Sound Transit's contractor to construct and use the planned temporary Park and Ride and bus loop at 59th Place W. Such timely completion of the Roadway Project will be the responsibility and cost of the City.
- 3.2.3 City's Roadway Project will maintain continuous access to the existing Mountlake Terrace Transit Center during construction of the Roadway Project for use by transit providers and transit users accessing the Garage until Sound Transit completes the temporary Park and Ride at 59th Place W, after which bus loop and park and ride use will transfer to the 59th

Place W. facility. The City's Roadway Project will continue to maintain continuous access to the Mountlake Terrace Transit Center Garage.

- 3.3 Temporary Improvements. City, at its own cost, will install temporary asphalt sidewalks and roadway improvements in areas in the agreed limits described in Section 1 above, and as depicted in **Exhibit B**. Such temporary improvement work shall be the responsibility of the City, at no cost to Sound Transit.

4.0 SOUND TRANSIT RESPONSIBILITIES

Sound Transit, at its own cost, will replace the temporary surface improvements identified in Section 3.3, in the locations identified in Section 1 and depicted in **Exhibit B**, with permanent surface in accordance with City standards at the time of construction of the Sound Transit Project.

5.0 PAYMENT

- 5.1 Sound Transit will reimburse the City for the agreed amount of the Change issued by the City to the Roadway Project contractor, as approved by Sound Transit and attached hereto as **Exhibit C**, for the construction of the Sound Transit Underground Improvements scope of work, and the amount of any changes to this scope of work that have been approved in writing, in advance, by Sound Transit.
- 5.2 In addition, Sound Transit will pay the City an amount not to exceed nine percent (9%) of the amounts paid pursuant to paragraph 5.1 above, as the agreed amount to reimburse the City for its administration and oversight of the Sound Transit Underground Improvement work and all reimbursements due the City from Sound Transit related to this Agreement. The Parties have agreed that this administrative fee is a fair amount and Sound Transit shall not be responsible for payment to the City of any additional fees or costs related to this Agreement, other than those specifically identified in this Agreement.
- 5.3 The total of all Sound Transit payments under this Agreement shall not exceed four hundred seventeen thousand nine hundred fifty-two dollars (\$417,952) authorized by the Sound Transit Board of Directors in Motion M2019-01. The City will notify Sound Transit when the amount expended reaches 80% of this authorized amount. No additional funding shall be provided without prior authorization in accordance with Sound Transit policies and procedures.
- 5.4 Invoicing.
 - 5.4.1 The City shall invoice not more than monthly for verified actual progress on the Sound Transit Underground Improvements, plus not more than nine percent (9 %) of the progress payment amount as the City administrative reimbursement.
 - 5.4.2 The City shall ensure the actual progress of the work and verify that the

amounts requested accurately represent the agreed Change Order prices for the physical progress of the Sound Transit Underground Improvement work. All requests for payment by the City shall be accompanied by supporting documentation.

- 5.4.3 Sound Transit shall pay valid, undisputed incurred costs invoiced, within thirty (30) days of receipt of appropriately supported invoice from the City for documented progress on the Sound Transit Underground Improvement work or approved changes.
- 5.4.4 At no time will Sound Transit pay any amount in excess of actual costs incurred by the City in an amount greater than the total of (1) the agreed Change Order price of the Sound Transit Underground Improvements; plus (2) any changes to that work that are approved in writing in advance by Sound Transit; plus (3) a maximum of nine percent (9%) additional administrative reimbursement to the City.
- 5.4.5 Final payment shall be made at the time of final acceptance of Sound Transit Underground Improvements by Sound Transit.
- 5.4.6 If Sound Transit determines that any amounts on an invoice are ineligible, questioned or an invoice lacks sufficient documentation to support payment, Sound Transit will promptly notify the City of its determination and request that the City provide additional documentation. Sound Transit will promptly coordinate with the City to resolve any questioned or disputed amounts. Sound Transit may withhold payment for any contested portions of the invoice until supporting documentation for the contested portions are provided, or disputed costs are approved, however such approval shall not be unreasonably withheld.

6.0 AUDIT AND INSPECTION OF RECORDS

City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed related to the Sound Transit Underground Improvements so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records shall be maintained for a period of six (6) years after final acceptance of the Sound Transit Underground Improvements. These records shall be open to inspection and audit by Sound Transit and the federal government during normal business hours upon request, and copies shall be provided upon request. These requirements shall be included in all contracts and subcontracts for performance of the Sound Transit Underground Improvement work.

7.0 TRANSFER AND OWNERSHIP OF IMPROVEMENTS

- 7.1 Ownership of City facilities shall remain with the City at all times during this

Agreement.

7.2 By operation of this Agreement, title and ownership of Sound Transit Underground Improvements shall pass to Sound Transit upon completion of all of the following:

- (1) Completion and Final Acceptance of the City's construction project by the City;
- (2) Final acceptance by Sound Transit of the Sound Transit Underground Improvements; and
- (3) Payment in full by Sound Transit to the City of amounts owed under this Agreement.

Sound Transit may utilize the Sound Transit Underground Improvements at no cost for transit purposes during the resolution of any dispute or other delay of transfer of ownership and title to Sound Transit. Upon transfer of ownership to the Sound Transit Underground Improvements, Sound Transit shall be responsible for maintenance and protection of such improvements.

7.3 Ownership, control and maintenance of any permanent Roadway Project elements constructed by Sound Transit shall pass to the City upon completion and acceptance by Sound Transit and the City. If any dedication or conveyance of property is required, the Parties agree to cooperate to complete the transaction(s) without delay.

7.4 Each Party shall transfer any warranties, manuals, and other documentation related to the facility to the other Party, and shall provide as-built documentation for all work performed and transferred to the other Party. Prior to transfer of warranties, each Party agrees to enforce warranties on behalf of the other Party. City agrees to require replacement or repair of any defective or non-conforming work in accordance with the applicable contract provisions, upon discovery by the City or by Sound Transit.

8.0 INDEMNITY

8.1 Each Party to this Agreement 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, the negligent acts or omissions of the Party, its officers, employees, or agents in performing the requirements of this Agreement. No 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. 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 shall 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 shall survive the termination of this Agreement.

9.0 TERM AND TERMINATION

- 9.1 This Agreement shall remain in effect until all required construction as set forth herein is completed, accepted and transferred as agreed under this Agreement, and final payment is made by Sound Transit.
- 9.2 The Parties may terminate all or part of this Agreement by mutual agreement signed by both Parties.
- 9.3 If a reasonable price cannot be negotiated with the City contractor at the time of negotiation of the Change Order for the construction of the Sound Transit Underground Improvements, Sound Transit may terminate the Agreement related to the obligations to construct and pay for that scope of work and the related Agreement obligations.
- 9.4 Except as identified in this provision, neither the City nor Sound Transit may terminate this Agreement without the concurrence of the other Party. Such termination shall be in writing and signed by both Parties.
- 9.5 Notice of Default. Neither Party shall be in default under this Agreement unless it has failed to perform a material obligation under this Agreement for a period of thirty (30) calendar days after written notice of default from the other Party. A notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within a thirty (30) day period, then the defaulting party shall initiate reasonable actions to cure within the thirty (30) day period; provided however, the defaulting party diligently prosecutes such cure to completion.

10.0 DESIGNATED REPRESENTATIVES AND NOTICE

The designated representatives for each Party, as identified below, shall be responsible for coordination of any notices or communications between the parties and shall act as the point of

contact for each party and resolve any issues or disputes 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. All notices or correspondence related to this Agreement shall be in writing, addressed to the appropriate Designated Representative, as reflected below. Any notice, request, demand or other communication made pursuant to this Agreement shall be deemed received three days after it is mailed, or upon written confirmation by the recipient of receipt by email or by hand delivery.

SOUND TRANSIT:

Gwen McCullough
L300 Project Manager
401 S. Jackson St.
Seattle, WA 98104
Phone: (206) 903-7255
gwen.mccullough@soundtransit.org

CITY OF MOUNTLAKE TERRACE:

Eric LaFrance
Public Works Director
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043
Phone: (425) 744-6221
ELaFrance@ci.mlt.wa.us

11.0 DISPUTE RESOLUTION

- 11.1 The Designated Representatives of each Party shall use their best efforts to resolve any disputes between the Parties related to or arising out of this Agreement. If an issue is not resolved by informal cooperative efforts, the Designated Representative shall notify the other in writing of any issue or dispute they believe requires resolution. Upon receipt of written notification, the Designated Representatives shall meet within three days to attempt to resolve the matter. Supporting documentation and information shall be provided as requested.
- 11.2 In the event that a dispute or issue is not resolved by the Designated Representatives, the matter shall be elevated to the Sound Transit Lynnwood Link Executive Project Director and the City Public Works Director or Designee and they shall meet within 7 business days and in good faith attempt to resolve the matter.
- 11.3 In the event these persons are unable to resolve the matter, the Sound Transit Design and Engineering Construction Management Executive Director or Designee and the City Manager or Designee shall meet and in good faith attempt to resolve the matter within 14 business days.
- 11.4 This Dispute Resolution process shall be exhausted prior to initiating legal action.

12.0 GENERAL PROVISIONS

- 12.1 **Governing Law and Venue.** This Agreement shall be interpreted construed and enforced in accordance with the laws of the State of Washington. Venue for any Action under this Agreement shall be Snohomish County, Washington.
- 12.2 **No Agency.** No joint venture or partnership of any type is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 12.3 **No Third-Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.
- 12.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of the Agreement, and supersedes any and all prior negotiations, understandings and agreements with respect thereto. This Agreement may be amended only by written agreement signed by both Parties.
- 12.5 **Severability.** In the event any term of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 12.6 **Assignment.** Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party.
- 12.7 **Section headings are intended as information only, and shall not be construed with the substance of the section they caption.**
- 12.8 **Attorney Fees.** In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorneys' fees.
- 12.9 **Federal Clauses.** The Parties shall comply with all applicable requirements of their respective federal funding programs and agencies. The City acknowledges that Sound Transit plans to fund its obligations under Section 3 with grants from one or more agencies of the Federal government. The City's Project shall expressly incorporate any applicable federal clauses and requirements into their respective terms. The Parties further acknowledge that any funding agency may

request changes to this Agreement to comply with its funding requirements, and agree to cooperate in the negotiation of any such change.

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

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND
TRANSIT)

THE CITY OF MOUNTLAKE TERRACE

By: 
Peter M. Rogoff, Chief Executive Officer

By: 
Scott Hugill, City Manager

Date: 6-5-19


Date: 5-23-2019

Authorized by Motion No. 2019-01

Authorized by City Council Motion on
5-6, 2019

Approved as to form:

Approved as to form:

By: 
Jerelyn Arbuckle, Senior Legal Counsel


By: 
Gregory G. Schrag, City Attorney

Exhibit List:

Exhibit A: Sound Transit Underground Improvements

Exhibit B: City-installed Temporary Surface Improvements & 59th Place Intersection

Exhibit C: Change Order issued to City Contractor

CITY OF MOUNTLAKE TERRACE

MAIN STREET REVITALIZATION PROJECT - PHASE 1

236TH STREET SW, FROM INTERSECTION OF I-5 OFF RAMP TO 56TH AVE W

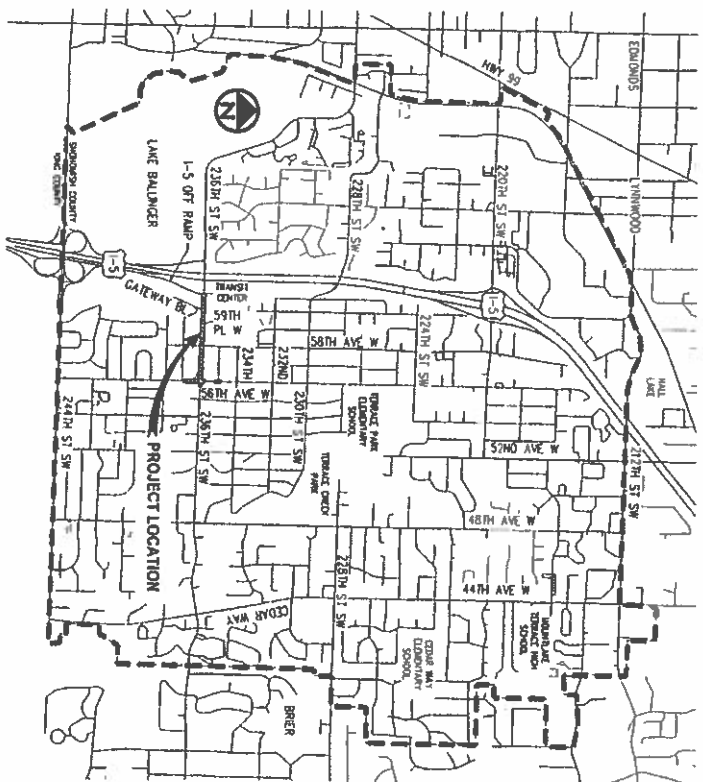
FEDERAL AID NO. STPUL-2519(003)
 WASHINGTON STATE DEPARTMENT OF COMMERCE
 WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (TIB)
 MLT PROJECT NO. 2013-15

MAYOR
 JERRY SMITH
CITY MANAGER
 SCOTT HUGGL
CITY ENGINEER
 JESSE BIRCHMAN, PE

CITY COUNCIL
 KYOKO MATSUMOTO WRIGHT, MAYOR PRO TEM
 LAURA SONMARE
 SEAIN RICHARDS
 BRYAN WAHL
 DOUG MCCARDLE
 RICK RYAN

SHEET NO.	SHEET TITLE
1	COVER SHEET
2	SHEET INDEX, SURVEY CONTROL & ALIGNMENT DATA
3	LEGEND & ABBREVIATIONS
4-5	TYPICAL SECTIONS
6-11	STANDARD DETAILS
12-16	SITE PREPARATION PLANS
17-21	ROADWAY PLANS
22-27	CURB AND SIDEWALK ALIGNMENT PLANS
28-33	ROADWAY AND DRAINAGE PROFILES
34-46	WALL PLANS, PROFILES AND DETAILS (SHEET 43 NOT USED)
47-56	DRIVEWAY PROFILES AND DETAILS
57-68	URBAN DESIGN PLANS AND DETAILS
69-72	LANDSCAPE PLANS AND DETAILS
73-79	IRRIGATION PLANS AND DETAILS
80-87	ILLUMINATION PLANS AND DETAILS
89-97	SIGNALIZATION PLANS AND DETAILS
98-102	CHANNELIZATION AND SIGNING PLANS
103-104	SOUND TRANSIT DUCT BANK PLANS, PROFILES, SECTIONS AND DETAILS
105-123	JOINT UTILITY TRENCH PLANS, PROFILES, SECTIONS AND DETAILS
124-129	WATER PLANS
130-132	SEWER PLANS, PROFILES AND DETAILS (SHEET 131 NOT USED)
133-135	SEWER PLANS, PROFILES AND DETAILS (SCHEDULE D)
136-140	TESC PLANS
141-145	RIGHT OF WAY PLANS
146-170	TRAFFIC CONTROL AND DETOUR PLANS

EXHIBIT A
 SOUND TRANSIT
 STATION IMPROVEMENTS
 SHEET 1 OF 7

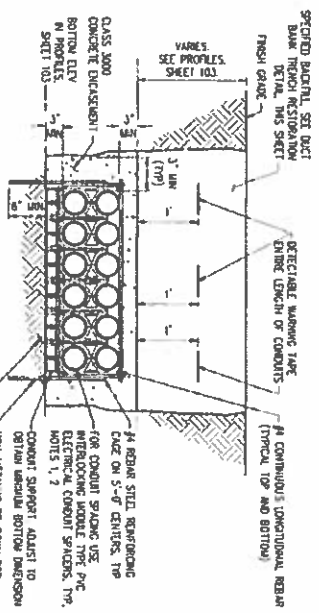


VICINITY MAP
 NTS

CALL 2 DAYS
 BEFORE YOU DIG
 1-800-424-5555

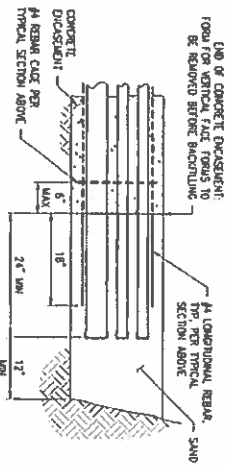


	KPC King Pacific Consulting Engineers, Inc. 2100 1st Avenue Seattle, WA 98101 (206) 465-4000 www.kpc.com	BID DOCUMENT		MAIN STREET REVITALIZATION PROJECT-PHASE 1 236TH STREET SW FROM INTERSECTION OF I-5 OFF RAMP TO 56th AVE W FEDERAL AID No. STPUL-2519(003) MLT PROJECT No. 2013-15	COVER SHEET SHEET 1 OF 170
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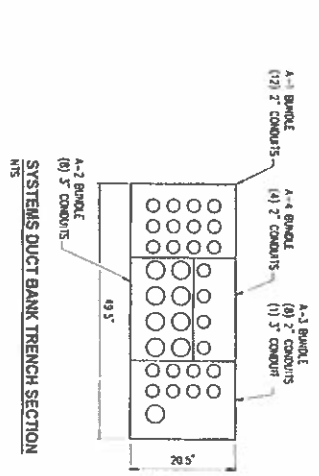
- NOTES:
1. USE PRE-CAST ELECTRICAL CONDUIT SPACERS TO MAINTAIN A SPACING OF 1.5" FOR SYSTEMS DUCT BANK AND 2" FOR ELECTRICAL DUCT BANK CLEAR BETWEEN CONDUITS.
 2. REBAR REINFORCING DOUBLE CONDUIT SPACERS AT 5'-0" ON CENTER.
 3. SEE TRENCH SECTIONS THIS SHEET FOR HAUBERLS AND SIZES OF CONDUIT AND TYPICAL WIDTHS.
 4. COORDINATE WITH THE SOUND TRANSIT REPRESENTATIVE PRIOR TO EXCAVATION. SEE SPECIAL PROVISIONS.

TYPICAL SOUND TRANSIT DUCT BANK TRENCH SECTION
N15

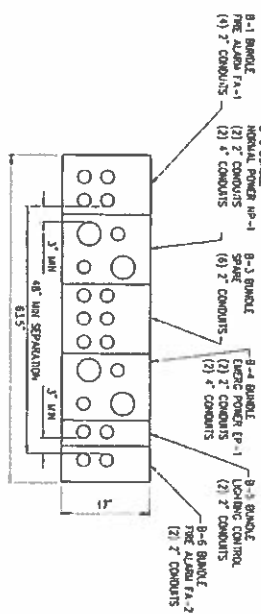


- NOTES:
1. EXCAVE LONGITUDINAL REBAR AT ALL FOUR CORNERS AS SHOWN, FOR CONNECTION TO EXTENSION OF DUCT BANK/ENCASUREMENT BY SOUND TRANSIT IN FUTURE.
 2. SPACERS SHALL BE PLACED AS CLOSE TO THE END OF ENCASUREMENT AS POSSIBLE IN ORDER TO MAINTAIN PROPER CONDUIT SPACING.
 3. LOWER CONDUIT SHALL BE FLUSH OR PROTRUDE BEHIND THE CONDUIT ABOVE IT TO FACE FUTURE CONNECTIONS.
 4. CONDUITS AS SHOWN ARE SUPPLEMENTARY SET POINTS FOR ELECTRICAL DUCT BANK TRENCH SECTIONS. THIS SHEET FOR HAUBERLS AND SIZES OF CONDUIT.

TYPICAL SOUND TRANSIT DUCT BANK TERMINATION DETAIL
N15



SYSTEMS DUCT BANK TRENCH SECTION
N15



ELECTRICAL DUCT BANK TRENCH SECTION
N15



DUCT BANK TRENCH RESTORATION DETAIL
N15

GENERAL DUCT BANK CONSTRUCTION NOTES

1. CONSTRUCT SOUND TRANSIT DUCT BANKS PER THE TYPICAL TRENCH DETAILS AND SECTIONS. THIS SHEET COORDINATE WITH SOUND TRANSIT REPRESENTATIVE DUCT BANK CONSTRUCTION. CONTACT JOHANNAN H. COLETTI, (760) 903-0174, johannan@johannancoleetti.com
2. ADJUST THE PROFILE AS NECESSARY TO AVOID CONDUITS WITH EXISTING UTILITIES. WHILE MAINTAINING THE MINIMUM COVERED COVER OVER CONDUITS AND A 12" MINIMUM VERTICAL CLEARANCE FROM THE BOTTOM OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL VERTICALLY MARK THE LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL VERIFY SOUND TRANSIT REPRESENTATIVE'S RECORDINGS.
3. ALL EXISTING UNDERGROUND UTILITIES AND INSTALLATION BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY AND SPECIFICATIONS AS OUTLINED IN THE SPECIAL PROVISIONS.
4. ALL CONDUITS FOR DUCT BANKS SHALL BE FURNISHED BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND PROVIDE A COMPLETE VERTICAL SECTION DISCREETLY MARKED COMPANION, MARKING CONDUIT AND UTILITY COORDINATION TO PROVIDE A COMPLETE INSTALLATION.
5. WORK SHALL BE STOPPED TO ALLOW COMPLETED OPERATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING DUCT BANK CONSTRUCTION.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE PLANS IS APPROXIMATE AND THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES, AS NOT ALL UTILITIES MAY BE SHOWN ON THE PLANS.
7. CONTRACTOR SHALL PRESERVE AND PROTECT ALL FACILITIES TO REMAIN.

EXHIBIT A
SOUND TRANSIT
STATION IMPROVEMENTS
SHEET 3 OF 7

NO.	DATE	BY	REVISION



KPG
Katherine P. G...
Professional Engineer
License No. 45678
State of California

BID DOCUMENT



MAIN STREET REVITALIZATION PROJECT - PHASE 1
236TH STREET SW
FROM INTERSECTION OF I-5 OFF RAMP TO 56th AVE W
PROPOSAL AND NO. STRUC. 251902131. NET PROJECT No. 2519115

SOUND TRANSIT DUCT BANK PLANS
SECTIONS AND DETAILS
RFP PROJECT No. 13066 PART 104 OF 170

NO.	DATE	BY	REVISION

Approved By: _____
 DATE: _____
 PROJECT: 13081 Main Street

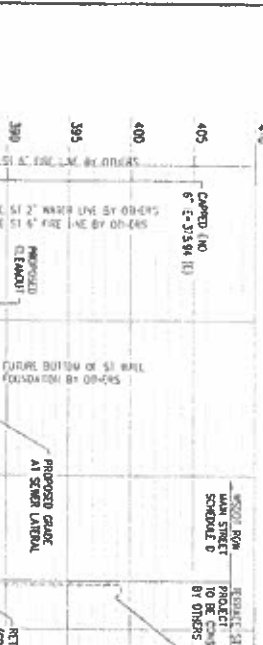
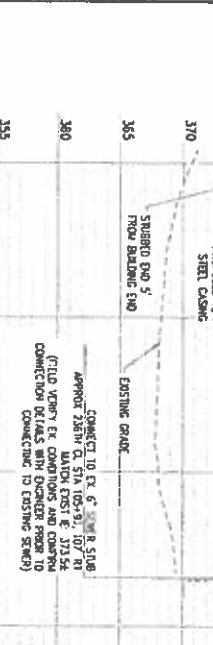


EXHIBIT A
SOUND TRANSIT
STATION IMPROVEMENTS
SHEET 7 OF 7

BID DOCUMENT

KPG
 Kiewit Professional Group, Inc.
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 Phone: 206.461.1000
 Fax: 206.461.1001
 Email: kpg@kpg.com

MOUNTLAKE TERRACE

MAIN STREET REVITALIZATION PROJECT - PHASE 1
 FROM INTERSECTION OF 145 OFF RAMP TO 58th AVE W
 FEDERAL AND HO STRA 2510000.1 (MT PROJECT) No. 2013-15

236TH STREET SW
SEWER PROFILE AND DETAILS

KPG PROJECT No. 13081 SHT 132 OF 170

CONCRETE FILL TO FINISH GRADE (SEE SECTION 2-03.X10) OF THE SPECIAL PROVISIONS)

CONCRETE FILL TO FINISH GRADE (SEE SECTION 2-03.X10) OF THE SPECIAL PROVISIONS)

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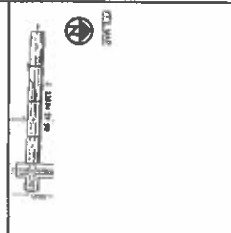
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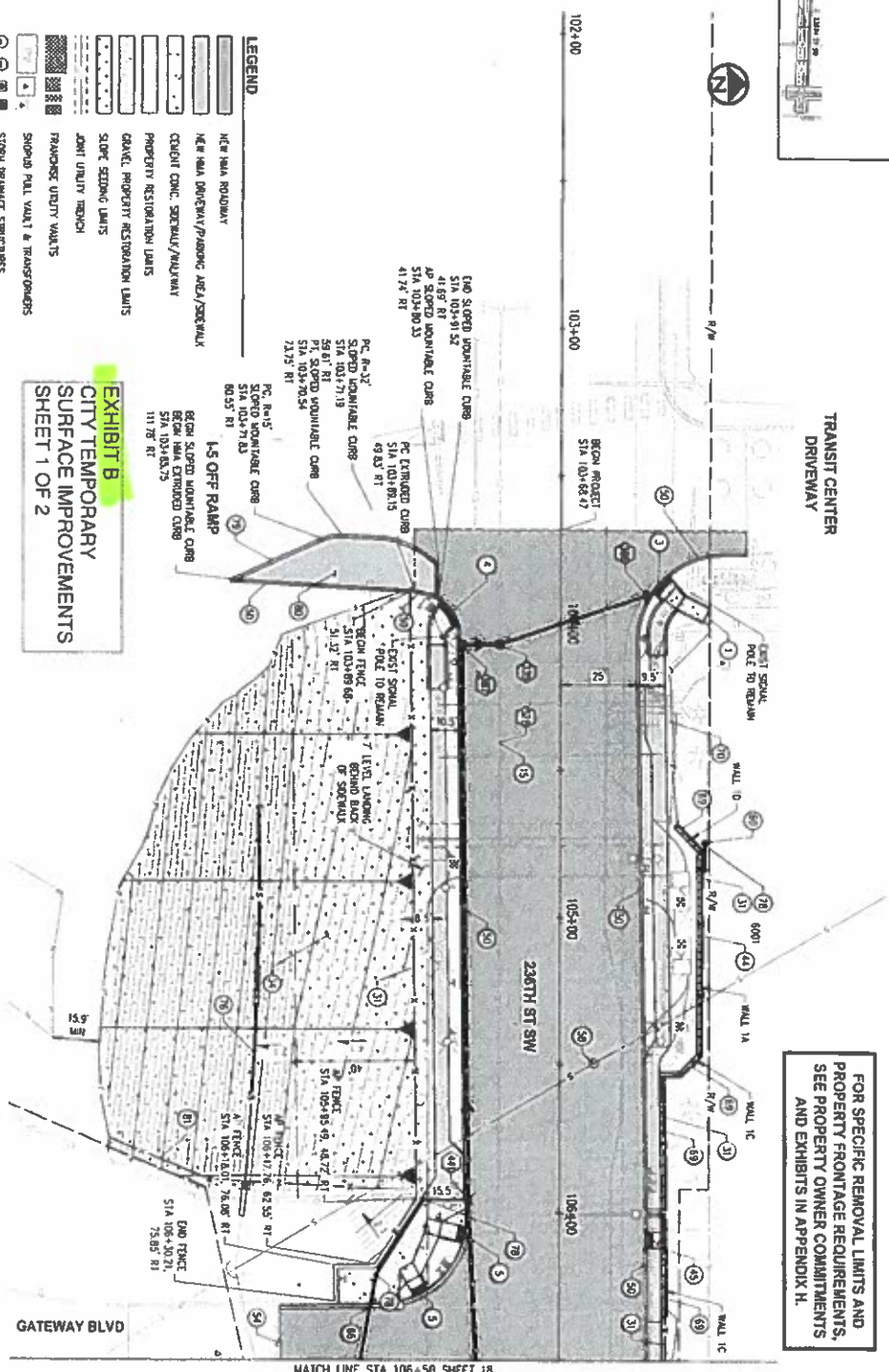
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CONCRETE FILL TO FINISH GRADE (SEE SECTION 2-03.X10) OF THE SPECIAL PROVISIONS)



- LEGEND**
- NEW HMA ROADWAY
 - NEW HMA DRIVEWAY/PARKING AREA/TOROPARK
 - CONCRETE CONC. SIDEWALK/PAVEMENT
 - PROPERTY RESTORATION LIMITS
 - GRAVEL PROPERTY RESTORATION LIMITS
 - SLOPE SEEDING LIMITS
 - JOINT UTILITY TRENCH
 - FRAMING UTILITY WALLS
 - SHOULDER PULL VAULT & TRANSFORMERS
 - STONE PAVEMENT STRUCTURES
 - CLEANOUT
 - STONE DRAIN PIPES
 - EXISTING RIGHT OF WAY LINE

**EXHIBIT B
CITY TEMPORARY
SURFACE IMPROVEMENTS
SHEET 1 OF 2**



DRAINAGE CONSTRUCTION NOTES

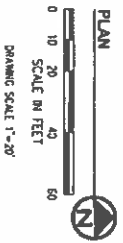
- 1) Stone drainage structure number see profile sheet 28 for structure type and additional drainage construction notes.

FOR SPECIFIC REMOVAL LIMITS AND PROPERTY FRONTAGE REQUIREMENTS, SEE PROPERTY OWNER COMMITMENTS AND EXHIBITS IN APPENDIX H.

GENERAL CONSTRUCTION NOTES

- 1) Property restoration materials see landscape plans, sheet 15-17.

- CONSTRUCTION NOTES**
- 1) MATCH EXISTING
 - 2) CONSTRUCT APPROXIMATE CURB RAMP PER A PER CITY OF MOUNTLAKE TERRACE STD DWG 0701 AND DETAILS SHEETS 9-11
 - 3) CONSTRUCT UNDERDRAIN SLOPE DIRECTION CURB RAMP PER A PER CITY OF MOUNTLAKE TERRACE STD DWG 0701 AND DETAILS SHEETS 9-11
 - 4) CONSTRUCT PERPENDICULAR CURB RAMP PER A PER CITY OF MOUNTLAKE TERRACE STD DWG 0701 AND DETAILS SHEETS 9-11
 - 5) ADJUST STORM CATCH BASIN TO GRADE PER DETAIL IN APPENDIX B
 - 6) ADJUST UTILITY VAULT/MANHOLE TO GRADE BY OTHERS
 - 7) INSTALL BRICK VENT COATED CHAIN LINK FENCE PER DETAIL 10, SHEET 1
 - 8) CONSTRUCT SLOPE AT THE GRADES INDICATED AND SET PER SLOPE SCHEDULE RECOMMENDATIONS IN SPECIAL PROVISIONS, SECTION 8-01
 - 9) CONSTRUCT REINFORCED CONCRETE RETAINING WALL PER WSDOT STD PLAN 6-10-20-00
 - 10) CONSTRUCT PARALLEL CURB RAMP PER W-11 STD DET 100 AND DETAILS SHEETS 9-11
 - 11) CONSTRUCT STRUCTURAL EARTH FILL WALL PER DETAILS SHEET 42.
 - 12) CONSTRUCT HMA EXTENDED CURB PER DETAIL 15, SHEET 6
 - 13) INSTALL HMA TRANSITION PER DETAIL 1E, SHEET 6
 - 14) BARRED MANHOLE TO REMAIN AT EXISTING GRADE.
 - 15) INSTALL YARD DRAIN SEE DETAIL IN APPENDIX B
 - 16) CONNECT DRAIN WITH CLEANOUT TO NEAREST CATCH BASIN WITH 6" DRAIN PIPE AT 0.5% MIN SLOPE.
 - 17) CONSTRUCT INTERLOCKING MODULAR BLOCK FILL WALL PER DETAIL SHEET 42
 - 18) USING TRANSFORMER TO REMAIN
 - 19) INSTALL SCREW LATERAL FOR ROUND TRAPPER, PER SHEETS 130 & 132
 - 20) CONNECT WALL DRAIN WITH CLEANOUT TO YARD DRAIN WITH 6" DRAIN PIPE AT 0.5% MIN SLOPE
 - 21) INSTALL CLEANOUT FOR 6" DRAIN PER W-13 STD DET 304
 - 22) PRECAST SLOPED UNDRAINABLE CURB PER WSDOT STD PLAN F-10-42-02
 - 23) INSTALL 6" OF CONCRETE HMA TO FILL AREA BETWEEN CORNERS
 - 24) RESET EXISTING CHAIN LINK FENCE REQUIRED TO COMPLETE WORK. INSTALL NEW POSTS PER DETAIL 10, SHEET 7, CORNER UNITS WITH EXISTING PRIOR TO REINSTALLATION.



GATEWAY BLVD/TERRACE STATION PROJECT CONSTRUCTION IS ONGOING. GATEWAY BLVD WORK SHOWN IN PLANS TO BE COMPLETED IN FALL 2018. ADDITIONAL WORK WILL BE ONGOING DURING THE LENGTH OF CONSTRUCTION CONTRACT. CONTRACTOR TO COORDINATE WITH SERRA CONSTRUCTION CONTRACTOR TO COORDINATE WITH SERRA SUPERINTENDENT (P 425-407-5700, C 206-850-5-8542, www.serradoc.com)

NO.	DATE	BY	APPROVED

Approved By	DATE

KPG
Professional Design
201 Bell St
Suite 400
Seattle, WA 98101
206.465.1100

BID DOCUMENT

MOUNTLAKE TERRACE

MAIN STREET REVITALIZATION PROJECT-PHASE 1

236TH STREET SW

FROM INTERSECTION OF 1.5 OFF RAMP TO 560 AVE W
F (DETAILED ADDRESS: 2318001) & EAST PROJECT No. 2015-15

ROADWAY PLAN

STA 102+00 TO STA 108+50

NO. PROJECT NO. 13086 SHEET 17 OF 170



P.O. Box 72, 6100 219th St SW, Suite 200
 Mountlake Terrace, WA 98043
 Phone (425) 776-1161 Fax (425) 775-0420

Project Change Order #1

Date: _____

Project # **MLT # 2013-15** Project Title **Main Street Revitalization Project - Phase 1**

Fed Aid # **STPUL-2519(003)**

- Ordered by Engineer under the terms of Section 1-04.4(1) of Standard Specifications
- Change proposed by Contractor

Prime Contractor: **Interwest Construction, Inc.**

Address: **609 North Hill Blvd., Burlington, WA 98233**

Endorsed by (Contractor's authorized representative):

_____ *President* _____

Eben Twaddle Title Date

Description of Work:
 Please see attached Exhibit "A" for re-instated, additional, and modified bid items. See Exhibit "B" for detail of the work to be completed in regard to the Main Street Revitalization Project - Phase 1.

Original Contract Amount	Current Contract Amount		Estimated Contract Total After Change
\$9,057,386.14	\$9,057,386.14	\$381,478.07	\$9,438,864.21
Time Allowed by Original Contract	Current Contract Time	Adjustment to Contract Time by This Change Order	Total Contract Time After Changes
240 Working Days	240 Working Days	0 Working Days	240 Working Days

Recommended for approval by: _____ Date _____

Project Manager/Engineer

Approved by: _____ City Manager _____ Date _____

Scott Hugill Title