

COMMUNITY TRANSIT

Contract Submittal and Routing Sheet

Contract Routing No. **21036**Use next Routing # in [Tracker](#) I:\Contract Routing\ (Procurement Contracts use Contract#)

Name of Agency Entering into Contract with Community Transit:

WSDOTContract Description Enter Procurement # if applicable**GCB 3333 Design & Build Cooperative Agreement for Design and Constuction of the**

I-405 Brickyard to SR 527 Improvement Project

Length of Contract Term:

N/A

Expiration Date: N/A

Contract Cost: \$ N/A

Funding Source: Acct

Fund

Dept ID

Project

Contract Revenue:

\$

If contract has revenue, please check "Yes" in
Copy to Accounting section below.

Type of Contract (Check Appropriate Box):

- Bid / Proposal
- Funding Agreement / Grant
- Interlocal Agreement
- Labor Agreement
- Lease
- Maintenance Agreement
- ORCA
- Professional/Personal Services Agreement
- Purchase (land, equipment, etc.)
- Room Rental / Catering*
- Ticket / Pass Outlet
- Other: _____



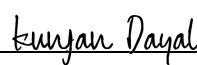
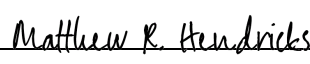
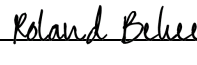
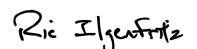
Was Board Action Required?

- Yes
Date of Board Action & Reso #:
- No

Copy to Accounting?

- Yes CC Accounts.Receivable@commtrans.org
- No

Routing for Approval and Signatures

Project Manager:	Noah Tunick		Date: 7/26/2021
Supervisor / Manager:	June DeVoll		Date: 7/26/2021
Supervisor / Manager:			Date: _____
Procurement & Contracts Manager*:	Kunjan Dayal		Date: 7/26/2021
Legal Counsel:	<input type="checkbox"/> Approved as to Form		Date: _____
	<input checked="" type="checkbox"/> Hendricks / Bennett		Date: 7/27/2021
Department Head: Up to \$100,000	Roland Behee		Date: 7/27/2021
Chief Executive Officer: Over \$100,000	<input type="checkbox"/> N/A		Date: _____
	<input checked="" type="checkbox"/> Ric Ilgenfritz		Date: 7/28/2021

All contracts on behalf of the Corporation shall be signed by the Chief Executive Officer or designee.

Return Contract To: Claudia McConnell

* Dept. Head, or their designee, have signature authority up to \$10,000 for catering, room rentals, etc. for on-site and off-site meetings and events. The Manager of Procurement and Contracts is not required to review and concur on contracts valued at less than \$10,000 for catering, room rentals, etc.

For Final Processing of fully executed contracts, please include:

1 original for CT contract files, include original routing sheet (return to Admin AAll)**1 original copy for each signatory party with whom CT is contracting (please indicate if you or the Admin II is to send an original copy to the contractor)*** 1 copy of ALL REVENUE AGREEMENTS to Accounts.Receivable@commtrans.org

GCB 3333

**DESIGN-BUILD COOPERATIVE AGREEMENT
For DESIGN and CONSTRUCTION of the
I-405, Brickyard to SR 527 Improvement Project**

THIS Agreement (AGREEMENT) is made and entered into by Community Transit (COMMUNITY TRANSIT) and the Washington State Department of Transportation (WSDOT), collectively referred to as the “PARTIES” and individually referred to as “PARTY.”

Recitals

- A. WSDOT, in the interest of providing additional capacity and improved transit reliability in the I-405 Corridor, proposes improvements along I-405 and within the Canyon Park Park and Ride Lot in a project known as the I-405, Brickyard to SR527 Improvement Project (PROJECT).
- B. The PARTIES entered into a Memorandum of Understanding (MOU), GC 5768, dated November 30, 1979, which provides for construction, operation and maintenance at the Bothell Park and Ride Lot, also known as Canyon Park Park and Ride (PARK AND RIDE).
- C. The PARTIES entered into an agreement GC 8725, on July 6, 1989, which provides for PARK AND RIDE right of way funding by both PARTIES.
- D. The PARTIES entered into an agreement GM 1275, on April 1, 1993, which provides for PARK AND RIDE improvements and operations and maintenance of the improvements.
- E. The PARTIES entered into the Community Transit Improvements on WSDOT Right of Way for the Community Transit Swift II BRT Project agreement on March 22, 2017, which provides for transit improvements in the PROJECT vicinity.
- F. COMMUNITY TRANSIT, King County Metro and Sound Transit entered into a Letter of Concurrence, dated February 7, 2020, which documents transit agency concurrence on the size and capacity of Sound Transit facilities at the new SR 522/I-405 interchange included in the PROJECT.
- G. The proposed PROJECT will require WSDOT to perform certain work on the existing PARK AND RIDE.
- H. The PARTIES recognize the existing PARK AND RIDE is currently an active Transit facility with over 350 bus trips per day. After construction of the PROJECT, the final condition will not diminish nor eliminate any of the current functionality.
- I. WSDOT will construct the PROJECT using the design-build method of project delivery.

- J. The design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery.
- K. The PARTIES have worked together on the preparation of the technical requirements in the PROJECT Request for Proposal (RFP) for the design-build contract.
- L. The design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery; therefore, expedited COMMUNITY TRANSIT review of the PARK AND RIDE design elements will be required.
- M. The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefit provided in shortening plan and proposal review times.
- N. The PARTIES understand that the PROJECT design will be finalized after the contract is awarded.
- O. The PARTIES agree the purpose of this AGREEMENT is to define each PARTY's roles and responsibilities related to design and construction of the PROJECT.
- P. The PARTIES recognize that future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions and define cost estimates related to the design, construction, and maintenance and operation of the PROJECT.

NOW, THEREFORE, by virtue of the Revised Code of Washington (RCW) 47.28.140 and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made part hereto,

IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 GENERAL

- 1.1 WSDOT will construct the PROJECT improvements along the I-405 Corridor, the general limits and conceptual design of which are described in Exhibit A, General Project Description, and shown in Exhibit B, Project Overview, attached hereto and by this reference made part of this AGREEMENT.
- 1.2 The PARTIES have had ongoing discussions that have resulted in design decisions for elements the PARTIES agree to incorporate in the PROJECT. Those elements are incorporated into this AGREEMENT, its supplements and/or amendments, or will be incorporated into contracts or other related agreements for this PROJECT.

2.0 ROLES

- 2.1 The PARTIES acknowledge that WSDOT will enter into future contractual agreement(s) with a design-build contractor (DESIGN-BUILDER) for final design and construction of the PROJECT.
- 2.2 A partnering session will be held including WSDOT staff, COMMUNITY TRANSIT staff, and WSDOT's DESIGN-BUILDER to review coordination processes and to determine the need for, or frequency of, continuing coordination meetings.
- 2.3 The PARTIES agree to fund, and be fully responsible for their own respective costs associated with staff time necessary to fulfill their roles and responsibilities as identified in this AGREEMENT.
- 2.4 WSDOT shall track all COMMUNITY TRANSIT communication requests related to the PROJECT.
- 2.5 COMMUNITY TRANSIT shall identify an individual (COMMUNITY TRANSIT Designated Representative) to be responsible for facilitating all PROJECT-related communication between WSDOT and COMMUNITY TRANSIT staff. This coordination of efforts with WSDOT will take place via WSDOT's I-405 Project Engineer.
- 2.6 WSDOT's I-405 Project Engineer, or designee, will be responsible for facilitating all PROJECT-related communication between the COMMUNITY TRANSIT Designated Representative and WSDOT staff as well as providing PROJECT PARK AND RIDE - related submittals to the COMMUNITY TRANSIT Designated Representative.
- 2.7 WSDOT agrees to make quarterly presentations or written updates to COMMUNITY TRANSIT when requested to do so by COMMUNITY TRANSIT.
- 2.8 WSDOT and WSDOT's DESIGN-BUILDER will develop a PROJECT Communication Plan, as documented in the PROJECT's RFP and addenda, so that PROJECT information is made available to the public.

3.0 COMMUNITY TRANSIT REVIEW AND COMMENT ON PARK AND RIDE PROJECT ELEMENTS

- 3.1 WSDOT will provide COMMUNITY TRANSIT with one (1) electronic copy of documents for review and comment by COMMUNITY TRANSIT on PROJECT PARK AND RIDE elements.
 - 3.1.1 PROJECT PARK AND RIDE elements include, but are not limited to, design of transit elements within the existing PARK AND RIDE, located in the vicinity of SR 527 and 17th Avenue in the City of Bothell.

- 3.1.2 COMMUNITY TRANSIT's review of these elements will be limited to conformance with applicable COMMUNITY TRANSIT design standards, standard plans, transit operational and maintenance requirements, and policies as documented in the PROJECT's RFP and addenda, and described in Section 4.0 of this AGREEMENT. The mandatory manuals and publications documented in the PROJECT's RFP and addenda shall take precedence for design standards, standard plans and policies.
- 3.2 WSDOT will review all submittals from its DESIGN-BUILDER for completeness and compliance with contract requirements prior to forwarding them to COMMUNITY TRANSIT for review. The electronic copy of the documents will fulfill the Quality Assurance and Quality Control requirements identified in the PROJECT RFP and addenda prior to submittal to COMMUNITY TRANSIT.
- 3.3 WSDOT will work with its DESIGN-BUILDER to give COMMUNITY TRANSIT as much advance notice of upcoming submittals as possible.
- 3.4 The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefit provided in shortening plan and proposal review times. To that end, COMMUNITY TRANSIT and WSDOT commit to concurrent review of submittals. COMMUNITY TRANSIT commits to reviewing and returning submittals to WSDOT within a maximum of ten (10) calendar days from receipt.
 - 3.4.1 In the case of infrequent circumstances, such as but not limited to, COMMUNITY TRANSIT need for consultant review, emergencies and extreme and unusual weather conditions affecting COMMUNITY TRANSIT's ability to perform normal functions, or receipt of PROJECT submittals of unusual volume, complexity, or unexpected or controversial content, the PARTIES recognize COMMUNITY TRANSIT may have to review and return submittals outside of the allotted review period.
 - 3.4.2 The PARTIES agree that additional review days may be allowed by WSDOT if there is no created delay or cost increase for the PROJECT. In these cases, COMMUNITY TRANSIT will be responsible for requesting additional review time from WSDOT and articulating the cause for delay and specific additional calendar days needed for the review.
 - 3.4.2.1 WSDOT will review the extended period request for consequences to the design-build contract requirements, schedules, and cost.
 - 3.4.2.2 WSDOT will approve extensions if there is no risk created to the design-build contract.
 - 3.4.2.3 If COMMUNITY TRANSIT does not review submittals within the agreed upon review time, WSDOT assumes COMMUNITY TRANSIT has no comments and will notify COMMUNITY TRANSIT in writing of this determination.

4.0 DESIGN OF PARK AND RIDE ELEMENTS

- 4.1 All plans for the PROJECT will follow WSDOT's Plans Preparation Manual as documented in the PROJECT RFP and addenda. All PARK AND RIDE elements will use WSDOT design standards and standards referenced in the PROJECT's RFP and addenda.
- 4.2 PROJECT PARK AND RIDE commitments are outlined in Exhibit D, Project Commitments, attached hereto and by this reference made part of this AGREEMENT.
- 4.3 The PARTIES agree that the aesthetic treatments of the I-405 Master Plan compatible elements will conform to the guidelines described in the Interstate-405 Urban Design Criteria (UDC) for the PROJECT, incorporated into this AGREEMENT by this reference. Details of aesthetic elements agreed to by the PARTIES for the PROJECT are identified in Exhibit D, as included in the PROJECT's RFP and addenda.
- 4.4 The PARTIES agree that the PROJECT may include COMMUNITY TRANSIT and other agency aesthetic treatments for the elements which are operated and maintained by COMMUNITY TRANSIT and other agencies, respectively.
- 4.5 If WSDOT's DESIGN-BUILDER proposes a design change to the proposed PARK AND RIDE, other than what is provided in the PROJECT RFP and addenda, WSDOT agrees to present the change to COMMUNITY TRANSIT for review and approval, which approval shall not be unreasonably withheld. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.
- 4.6 If COMMUNITY TRANSIT proposes a change to the PARK AND RIDE design concept and/or design criteria in order to accommodate a COMMUNITY TRANSIT-installed transit betterment or elements to be operated and maintained by COMMUNITY TRANSIT, other than as provided in the PROJECT RFP and addenda, COMMUNITY TRANSIT shall request a meeting through WSDOT's I-405 Project Engineer.
 - 4.6.1 The PARTIES agree to meet in a cooperative spirit to review and discuss the proposed change.
 - 4.6.2 If WSDOT determines the proposed change to be feasible and appropriate, the PARTIES shall negotiate the responsibilities for payment of costs associated with the requested change based on the benefits of the proposed change to each PARTY.
 - 4.6.3 If the PARTIES can mutually agree on payment responsibilities, WSDOT will implement the change.
 - 4.6.4 The consideration of potential schedule delays, which may result in additional cost, shall be of paramount importance to both PARTIES, with reducing cost as the primary goal and acknowledged mutual benefit.

4.7 WSDOT will provide COMMUNITY TRANSIT with plans for review of any proposed changes to the PARK AND RIDE identified in Section 4.5 and 4.6 for review. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.

5.0 REMOVAL, STORAGE AND RELOCATION OF EXISTING PARK AND RIDE ELEMENTS

5.1 WSDOT's DESIGN-BUILDER through WSDOT's I-405 Project Engineer will coordinate with COMMUNITY TRANSIT regarding the removal, storage and relocation of transit amenity items at the PARK AND RIDE referenced in GM 1275, GC 5768, including signs, litter receptacles, passenger shelters, benches and other items owned by COMMUNITY TRANSIT, as described in Appendix S01 in the PROJECT RFP and addenda.

5.2 If COMMUNITY TRANSIT requires they remove specific transit amenity items from the PARK AND RIDE, WSDOT's DESIGN-BUILDER through WSDOT's I-405 Project Engineer will coordinate with COMMUNITY TRANSIT to allow COMMUNITY TRANSIT access to the PARK AND RIDE transit amenity items for removal and agree on the date by which all items are to be completely removed from the PROJECT site.

5.3 WSDOT's DESIGN-BUILDER through WSDOT's I-405 Project Engineer will notify COMMUNITY TRANSIT's Designated Representative in writing thirty (30) calendar days prior to relocation of transit amenity items at the PARK AND RIDE, as described in the PROJECT RFP and addenda. This notification will include the agreed-upon date by which all PARK AND RIDE transit amenity items will need to be removed. WSDOT's DESIGN-BUILDER will remove, store and relocate the items according to the PROJECT RFP and addenda.

5.4 COMMUNITY TRANSIT will follow the WSDOT DESIGN-BUILDER's protocols when visiting the PROJECT site.

6.0 TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS FOR TRANSIT

6.1 WSDOT, working with its DESIGN-BUILDER, shall submit proposed road closures, detours, and traffic control plans involving the existing PARK AND RIDE to COMMUNITY TRANSIT for review and for approval as stated in the Maintenance of Traffic (MOT) section of the PROJECT's RFP, for which approval shall not be unreasonably withheld. COMMUNITY TRANSIT shall review each submittal in accordance with the timelines set forth in Section 3.0 of this AGREEMENT.

6.2 WSDOT shall provide a minimum of thirty (30) calendar days' notice to COMMUNITY TRANSIT prior to implementing any approved closure or relocation of PARK AND RIDE elements, road closures, detours, or traffic control plans, in order to allow COMMUNITY TRANSIT time to prepare transit reroutes, and notify transit patrons and transit staff, as documented in the PROJECT RFP and addenda.

7.0 INSPECTION OF PARK AND RIDE

- 7.1 COMMUNITY TRANSIT may inspect the PARK AND RIDE, at COMMUNITY TRANSIT's expense, to assess if the PROJECT as constructed is consistent with COMMUNITY TRANSIT standards as noted in Section 3.1.2. WSDOT will remain solely responsible for determining the PROJECT is constructed to meet all design requirements, building codes and any other legal duties and requirements to which the construction of the PROJECT is subject.
- 7.1.1 COMMUNITY TRANSIT's inspectors will follow the WSDOT DESIGN-BUILDER's protocols when visiting the PROJECT site.
- 7.1.2 COMMUNITY TRANSIT shall notify WSDOT in writing of any work that COMMUNITY TRANSIT believes does not conform to COMMUNITY TRANSIT's standards as noted in Section 3.1.2, for PARK AND RIDE elements as soon as the non-conforming issue is known. The non-conforming issues shall be resolved by WSDOT, through its DESIGN-BUILDER, and in a manner it determines is in accordance with the PROJECT RFP and addenda.
- 7.1.3 The COMMUNITY TRANSIT inspector shall communicate, through the COMMUNITY TRANSIT's Designated Representative to WSDOT's I-405 Project Engineer. WSDOT's I-405 Project Engineer will communicate with WSDOT's DESIGN-BUILDER.

8.0 MAINTENANCE RESPONSIBILITIES

- 8.1 WSDOT's DESIGN-BUILDER will be responsible for maintenance of the PARK AND RIDE during the construction period and temporary COMMUNITY TRANSIT stops will be provided and maintained by WSDOT, through WSDOT's DESIGN-BUILDER, as documented in PROJECT RFP and addenda.
- 8.2 COMMUNITY TRANSIT shall retain responsibility for regular servicing of the comfort station, Green Line systems, and trash receptacles, as documented in the PROJECT's RFP and addenda, and described in GM 1275.
- 8.3 Upon completion and acceptance of the PARK AND RIDE work, COMMUNITY TRANSIT shall be solely responsible for all future ownership, operation and maintenance costs of its PARK AND RIDE elements, as shown in Maintenance responsibilities for the new PARK AND RIDE and vicinity described in Exhibit C, attached hereto and by this reference made part of this AGREEMENT, and WSDOT will be released from all future claims and demands, without WSDOT liability or expense.
- 8.4 The PARK AND RIDE work will have the same warranty requirements as the rest of the PROJECT. The PROJECT's RFP describes the warranty requirement. WSDOT will enforce the warranty related to the PROJECT. If COMMUNITY TRANSIT requests

enforcement of the warranty related to the PARK AND RIDE work, WSDOT shall, after consultation with COMMUNITY TRANSIT, enforce the warranty in response to this request.

8.4.1 If COMMUNITY TRANSIT discovers defective work after acceptance of the PARK AND RIDE work and during the PROJECT design-build contract warranty period, COMMUNITY TRANSIT will notify WSDOT in writing. WSDOT will work with its DESIGN-BUILDER to resolve the warranty issue. The PARTIES will work together to inspect the warranty issue work according to Section 7.0 of this AGREEMENT.

8.5 Maintenance responsibilities for the new PARK AND RIDE and vicinity described in Exhibit C, will be subject to successful future negotiation of an amendment to GM 1275 or a new agreement between the PARTIES for the PARK AND RIDE, upon completion of the PARK AND RIDE final design.

9.0 DISPUTES

9.1 In the event that disputes arise that are related to the application of this AGREEMENT, the PARTIES agree to work collaboratively to resolve disputes promptly and at the lowest organizational level. The process to informally resolve the situation shall proceed in the following order:

9.1.1 COMMUNITY TRANSIT's Designated Representative and WSDOT's I-405 Project Engineer, or designee, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

9.1.2 If the issue cannot be resolved at the level described above, WSDOT's I-405/SR 167 Construction Engineering Manager, or designee and COMMUNITY TRANSIT's Deputy Director of Planning and Development, or designee shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.

9.1.3 If dispute resolution is still not successful, COMMUNITY TRANSIT'S Director of Planning & Development, or designee, and WSDOT's I-405/SR 167 Program Administrator shall jointly cooperate to informally resolve any dispute in accordance with the procedures described in Section 9.2 and 9.3 below.

9.2 If unresolved, COMMUNITY TRANSIT's Director of Planning & Development, or designee, and WSDOT's I-405/SR 167 Program Administrator shall notify each other in writing of any dispute needing resolution. They shall exercise their best efforts to meet together with appropriate staff from COMMUNITY TRANSIT and WSDOT, if any, within seven (7) calendar days of receiving the written notice in order to resolve the dispute to the satisfaction of both PARTIES. Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays and minimize costs.

9.3 If, after fourteen (14) calendar days of receipt of the written notice described in Section 9.2 above, the dispute is still unresolved, COMMUNITY TRANSIT's Director of Planning & Development and WSDOT's I-405/SR167 Program Administrator shall each appoint a member to a dispute resolution panel; these two members shall select a third member not affiliated with either PARTY. The decision made by this panel shall be final and binding on the PARTIES to this AGREEMENT. WSDOT and COMMUNITY TRANSIT shall each pay fifty (50) percent of the costs for the third member of the dispute resolution panel; however, each PARTY shall be responsible for their own costs and fees.

10.0 INDEMNIFICATION AND HOLD HARMLESS

10.1 Each PARTY shall protect, 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/or property), arising out of, or in any way resulting from, each of the PARTIES' own intentional negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such. Where such claims, suits, or actions result from the concurrent or contributory negligence of the PARTIES, officers, officials, employees, and agents, while acting within the scope of their employment as such, and/or involve those matters covered by RCW 4.24.115, the defense and indemnity provided herein shall be valid and enforceable only to the extent of the negligence of each PARTY, its employees, authorized agents, and/or contractors.

10.2 WSDOT and COMMUNITY TRANSIT agree that their obligations under this Section 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, the PARTIES, by mutual negotiation, hereby waive, 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.

10.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

11.0 AMENDMENT

11.1 Either PARTY may request modifications to this AGREEMENT.

11.1.1 Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT.

11.1.2 No variation or alteration of the terms of this AGREEMENT shall be valid unless made in advance and in writing and signed by an authorized representative of WSDOT and the COMMUNITY TRANSIT CEO, or designee, of COMMUNITY

TRANSIT hereto.

12.0 ALL WRITINGS CONTAINED HEREIN

12.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.

12.2 No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

13.0 GOVERNANCE

13.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.

13.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

14.0 EFFECTIVENESS AND DURATION

14.1 This AGREEMENT is effective upon execution by both PARTIES and shall remain in effect through the design and construction of the PROJECT.

15.0 SEVERABILITY

15.1 If any provision of this AGREEMENT, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

16.0 TERMINATION

16.1 WSDOT may terminate the design-build contract in whole, or from time to time in part, whenever WSDOT determines that such termination is in the best interests of the public or WSDOT.

16.2 This AGREEMENT may be terminated for convenience by either PARTY with thirty (30) calendar days' written notice or by the written mutual consent of both PARTIES.

16.3 WSDOT's performance under this AGREEMENT is contingent on the appropriation of sufficient funds to perform the activities contemplated herein. If sufficient funds are not appropriated, WSDOT may terminate this AGREEMENT immediately for lack of appropriation and will notify the COMMUNITY TRANSIT in writing.

17.0 VENUE

17.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in Thurston County, Washington, and only upon exhaustion of the dispute resolution process outlined in Section 9.0 of this AGREEMENT.

18.0 LEGAL RELATIONS

18.1 It is understood and agreed that this AGREEMENT is solely for the benefit of the PARTIES hereto and gives no right to any other person or entity. No joint venture, agent-principal relationship or partnership is formed as a result of this AGREEMENT. No employees or agents of WSDOT or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of COMMUNITY TRANSIT, and vice versa.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the PARTY's date signed last below:

Community Transit

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Ric Ilgenfritz

Lisa Hodgson 2021.08.09
12:07:28 -07'00'

By (signature):
Ric Ilgenfritz
Chief Executive Officer
Community Transit

By (signature):
Lisa Hodgson
I-405/SR 167 Program Administrator
WSDOT

7/28/2021

Date:

Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Matthew R. Hendricks

Guy Bowman
By (print):

By (print):

Matthew R. Hendricks

[Signature]

By (signature):
Legal Counsel

By (signature):
Assistant Attorney General

Community Transit

Office of the Attorney General

7/27/2021

Date:

7-28-2021
Date:

EXHIBIT A GENERAL PROJECT DESCRIPTION

The PROJECT includes design and construction improvements in the I-405 corridor from milepost 21.4 to 27.0. The primary elements of the PROJECT include the following:

1. Extend the dual I-405 express toll lane system between SR 522 and SR 527 (build one new lane in each direction)
2. Reconfigure I-405 through the SR 522 interchange and build direct access ramps to the express toll lanes at SR 522
3. Build a partial direct access interchange at SR 527 (to east, north and south) to provide connections to the PARK AND RIDE, including providing as pedestrian crossing of I-405.
4. Build a new inline station at Brickyard Park and Ride
5. Remove existing fish barrier culverts.
6. Restore stream connections across I-405. The connection will include a combination of open channel segments and culverts.

EXHIBIT B PROJECT OVERVIEW



Conceptual Design of the SR 522 Interchange



Conceptual Design of the SR 527 Interchange and PARK AND RIDE Vicinity



EXHIBIT C
MAINTENANCE RESPONSIBILITIES
for
the NEW PARK AND RIDE

Maintenance commitments after PROJECT construction completion, are to be included in an amendment to existing agreement GM 1275 or a new agreement upon completion of PARK AND RIDE final design.

As agreed to by the PARTIES, COMMUNITY TRANSIT will:

1. At a minimum operate and maintain the new PARK AND RIDE in the same capacity as noted in GM 1275 and GC 5768.
2. Operate and maintain the new combined structure and other elements, as mutually agreed by WSDOT, the City of Bothell, Sound Transit and COMMUNITY TRANSIT.

Agency maintenance responsibilities for the PARK AND RIDE vicinity are shown in the following conceptual design:

Exhibit C - Maintenance Responsibilities for the New PARK AND RIDE

WSDOT

- 1 Ramps - Roadway
- 2 Lighting - Along Ramps
- 3 Retaining Walls
- 4 Drainage Facilities
- 16 I-405 - Roadway

Sound Transit

- 5 Inline Station
- 6 Pedestrian Bridge
- 7 Elect. Generator & Fuel Tank

Community Transit

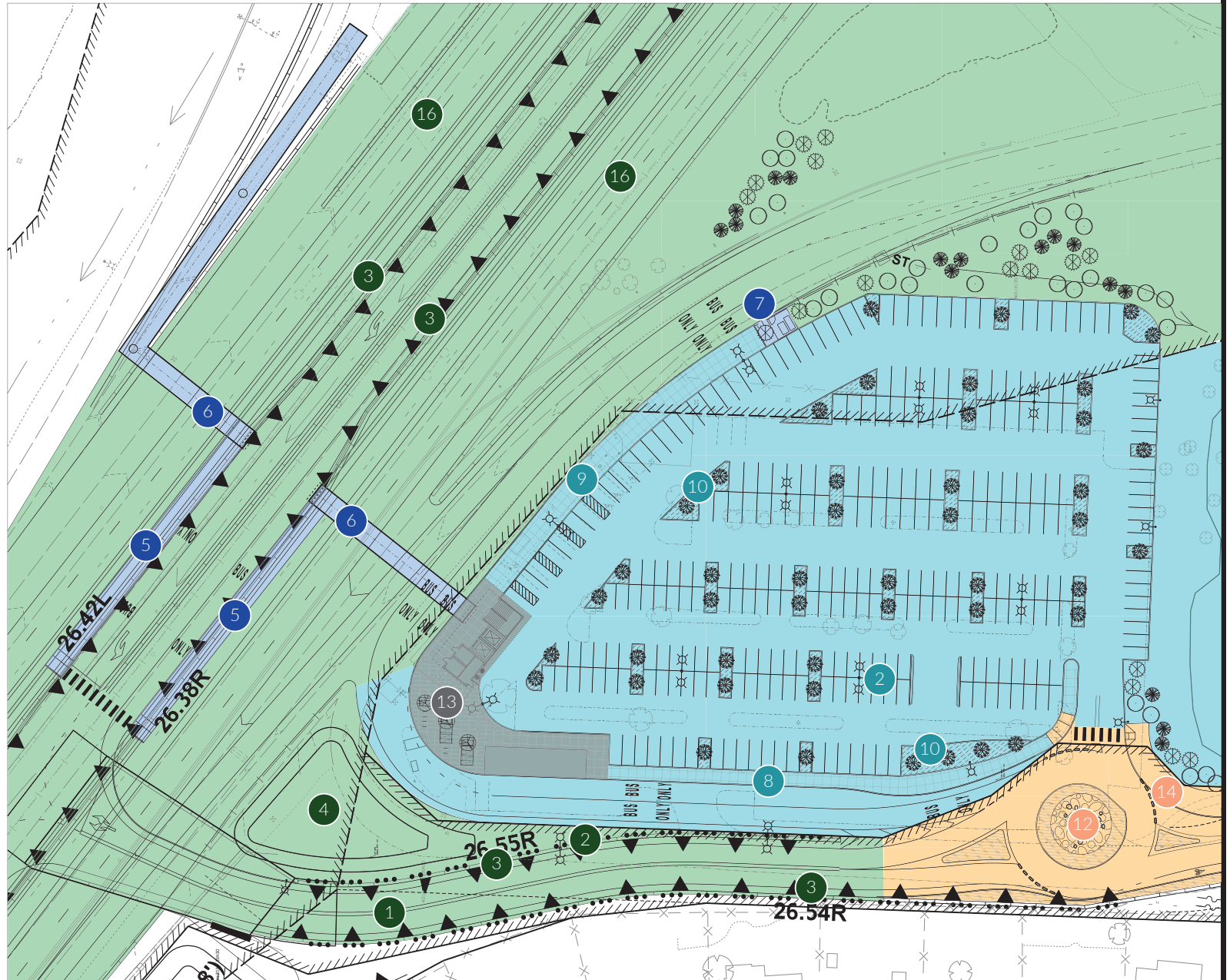
- 8 Pathway - Park & Ride
- 9 Bus Bay
- 10 Landscape - Park & Ride
- 2 Lighting - Park & Ride

City of Bothell

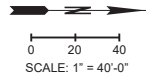
- 12 Roundabout
- 14 Sidewalk

See Enlarged Plan

- 13 Plaza & Structure



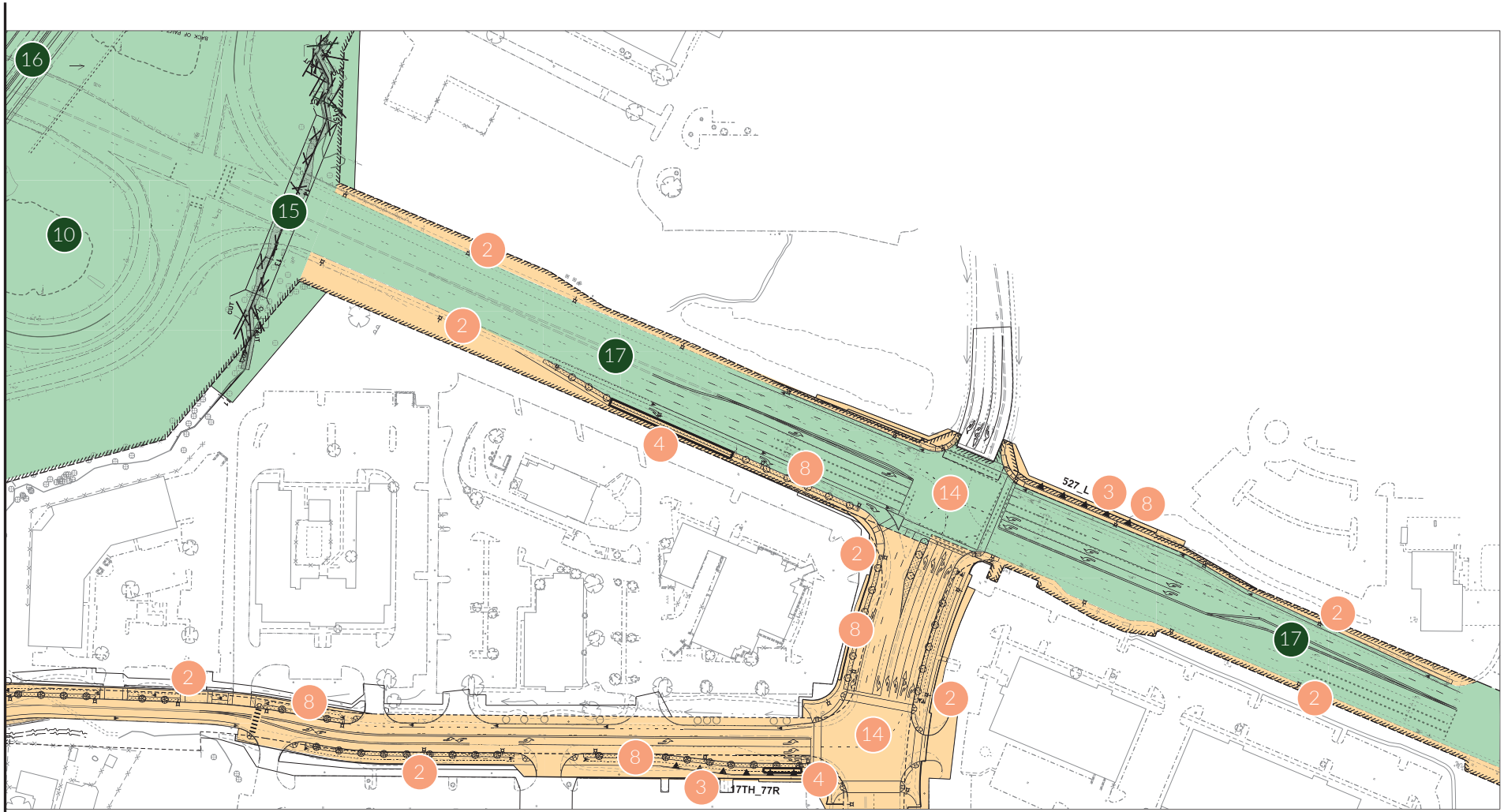
GCB 3333
Exhibit C
Page 2 of 4



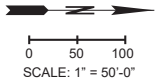
Matchline - See Page 3

Exhibit C - SR527 Interchange Maintenance Responsibility

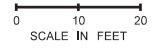
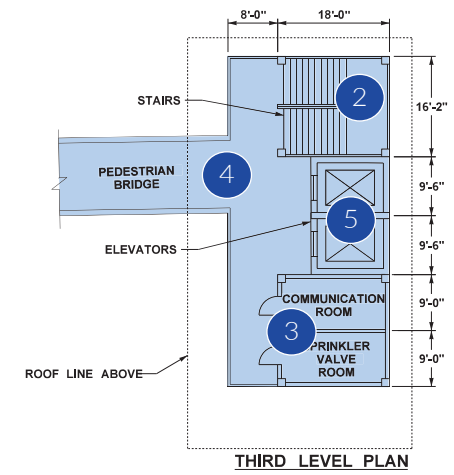
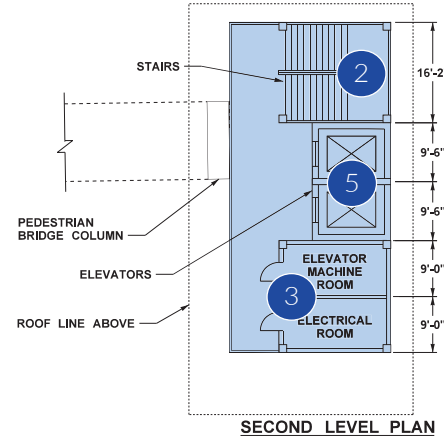
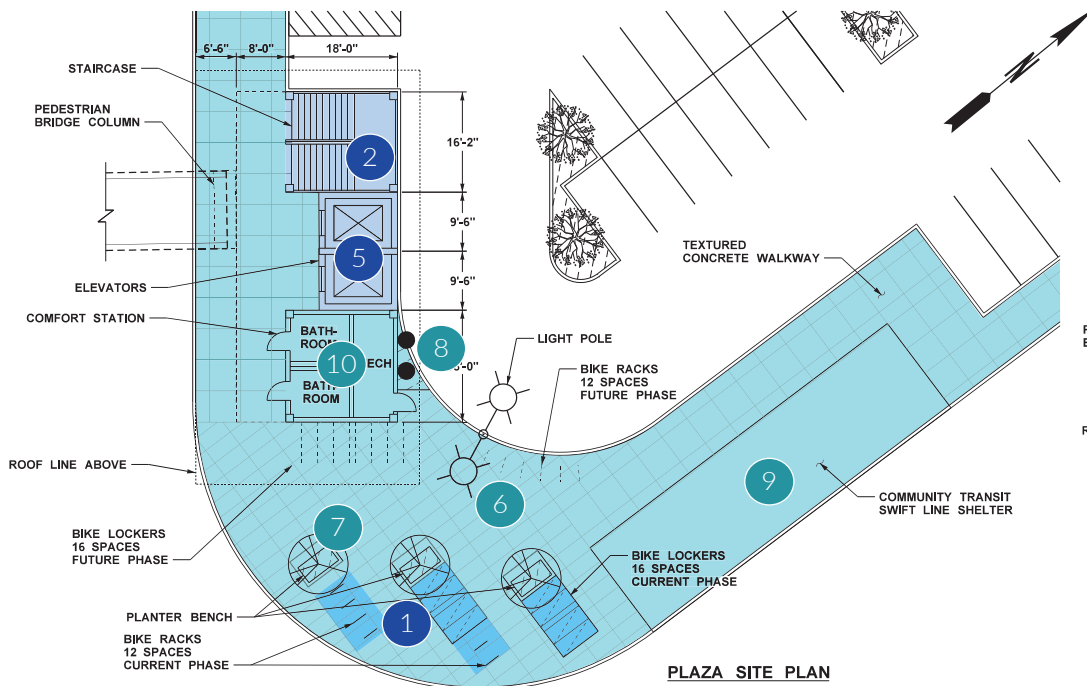
Matchline - See Page 2



WSDOT	City of Bothell
10 Landscape - Interchange	2 Lighting - Roadway
15 Fish Passage	3 Retaining Walls
16 I-405 - Roadway	4 Drainage Facilities
17 SR527 - Roadway	8 Sidewalk, Bike Lane, Planter Strips
	14 Traffic Signal



SR527 Canyon Park Park & Ride Maintenance Responsibility - Plaza and Structure Enlarged Plan



Sound Transit

- 1 Bike Racks & Lockers
- 2 Stairs
- 3 Ancillary Rooms
- 4 Walkways & Pedestrian Bridge
- 5 Elevators

Community Transit

- 6 Plaza & Pathway Paving
- 7 Planter Benches & Trees
- 8 Planting Areas
- 9 Swift Line Shelter
- 10 Comfort Station

EXHIBIT D

PROJECT PARK AND RIDE COMMITMENTS

The PARTIES agree to the commitments as follows, that are within the COMMUNITY TRANSIT's jurisdiction and within the PROJECT limits. The PARTIES recognize that these commitments are based on conceptual PROJECT design and future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions, update commitments based on final design and define cost estimates related to the design, construction and maintenance of the PROJECT. The PARTIES agree to the following with respect to the PARK AND RIDE.

- 1.0 As part of the PROJECT RFP and addenda WSDOT will:
 - 1.1 Include the PARK AND RIDE new comfort station in a combined structure in WSDOT's design-build PROJECT.
 - 1.2 Relocate and rebuild existing PARK AND RIDE elements to meet current WSDOT, COMMUNITY TRANSIT and American Disabilities Act (ADA) standards.
 - 1.3 Include specifications and plans for the new PARK AND RIDE as agreed to by the PARTIES and included in the PROJECT RFP and addenda.
 - 1.4 Include details related to disassembling, storing, relocating, and rebuilding existing Swift Station elements as described in the PROJECT RFP and addenda.
- 2.0 As related to the PROJECT, COMMUNITY TRANSIT agrees:
 - 2.1 The reconstructed comfort station and reconstructed elevator shall be in one structure. The structure will have three levels. The ground level will house the comfort station, the elevator, a stairway and a pedestrian walk through. The second level will house the mechanical room for the elevator, the elevator shaft and the stairway. The third or top level will connect to the pedestrian bridge and will house the elevator and the stairway. See SR 527 Conceptual Plan shown in Exhibit C.
 - 2.2 To negotiate and obtain from WSDOT an amendment to GM 1275 or a new agreement to address use and maintenance of the new PARK AND RIDE elements, including but not limited to, coordination and an agreement with Sound Transit for maintenance of the new combined structure and other elements at the PARK AND RIDE as outlined in this AGREEMENT.
 - 2.3 Provide COMMUNITY TRANSIT PARK AND RIDE elements which include, but are not limited to, Intelligent Transportation Systems (ITS) related to transit, transit security equipment, transit way finding, transit signage, transit ticket vending, and transit communications equipment, conditioned on the successful negotiation of an amendment to GM 1275 or new agreement described above.