

**RETAINING WALL MAINTENANCE AND REPLACEMENT AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GMB 1016)
AND
LAKE FOREST PARK**

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Lake Forest Park, a municipal corporation, hereinafter "LFP" individually the "Party" and collectively the "Parties."

RECITALS

1. As part of the State Route 522/ NE 145th Stride Bus Rapid Transit Project, the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit") will be constructing new retaining walls along the SR 522 corridor. A portion of the new retaining walls fall within the limits of LFP.

2. LFP has requested that Sound Transit construct the retaining walls in a manner that deviates from WSDOT's standards for retaining walls.

3. WSDOT has agreed to deviate from WSDOT's standards for retaining walls and in exchange LFP has agreed to perform the required inspections and routine maintenance for the retaining walls as depicted in Exhibit "A", attached hereto.

4. LFP has agreed to inspect and maintain the drainage trench that runs along the top of the retaining walls, as shown in Exhibit "A", attached hereto.

5. LFP has agreed to inspect, maintain, and replace the fencing that will be installed along the top of the retaining walls, as shown in Exhibit "A".

6. THE PARTIES wish to enter into this Agreement set forth their respective obligations for the maintenance, inspection, and replacement of the retaining walls and related drainage trench and fences described within this Agreement.

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit which is incorporated and made a part hereof, It Is Mutually Agreed as Follows:

1. COOPERATION

The Parties agree to work cooperatively to ensure that the right of way and any improvements are maintained to function as designed. The Parties shall meet on an as needed basis to discuss their respective maintenance obligations, the functioning of the improvements, and this Agreement.

2. PURPOSE

2.1. The purpose of this Agreement is to establish each Party's respective responsibilities for the maintenance, inspection and replacement of the retaining walls, drainage trenches and fences at the locations identified in Exhibit "A".

2.2. Except as specifically set forth herein, as between LFP and WSDOT only, nothing in this Agreement is intended to depart from, or supersede, RCW 47.24.020 and the current *City Streets as Part of State Highways Guidelines*

3. PERIOD OF PERFORMANCE

This Agreement shall commence upon execution and shall remain in effect unless and until terminated by one or both Parties as set forth herein.

4. TERMINATION

WSDOT may terminate this Agreement without penalty or further liability in the event of the following:

4.1. Termination for Cause - WSDOT may terminate this Agreement if LFP violates any of the terms and conditions of this Agreement. WSDOT will give LFP written notice of such failure or violation. In the event that LFP fails to correct the violation within fifteen (15) days of written notice, this Agreement will automatically terminate.

4.2. Termination for Withdrawal of Authority - In the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement, WSDOT may terminate this Agreement by seven (7) calendar days written notice. No penalty shall accrue to WSDOT in the event this section shall be exercised.

4.3. If this Agreement is terminated, WSDOT shall perform the Work at LFP's sole cost and expense pursuant to Section 8, "FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE" below. This subsection will survive termination of this Agreement.

4.4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. LFP INSPECTION AND MAINTENANCE RESPONSIBILITIES

5.1. LFP at its sole cost and expense shall maintain the face of the retaining walls, including the drainage trenches, and fences on top of the retaining wall constructed by Sound Transit as set forth in this Agreement and identified in Exhibit "A". Maintenance of the face of the retaining walls, drainage trenches, and fences included in this Agreement shall hereinafter be referred to as "Work." The Work does not include any obligation to reconstruct or to make additions to the retaining walls, drainage trenches, and fences. Any reconstruction or additional construction shall be negotiated in a separate agreement.

5.2. In the inspection and maintenance of the retaining walls, drainage trenches, and fences, LFP will comply with all applicable federal, state and local laws, rules, and regulations, and all permits issued with respect thereto, as they currently exist or as amended.

5.3. LFP shall perform all Work in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto, or to the local agency standard if applicable (site specific manual).

5.4. LFP shall not perform any Work required under this Agreement in such a manner as to conflict with, impede or disrupt in any way WSDOT highway operation, construction, or maintenance, or interfere with or endanger the safety of the traveling public or pedestrians. LFP shall conduct all traffic control required for the Work in a manner consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and/or the WSDOT's Work Zone Traffic Control Guidance M54-44.

5.5. The LFP Work includes the following:

5.5.1. Retaining Walls - LFP shall maintain the retaining walls shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. Pursuant to the WSDOT Maintenance Manual, LFP will maintain the walls in a manner that ensures the longevity of the retaining walls. LFP shall also be responsible for any necessary small repairs to the retaining walls. Inspection can be of a cursory nature according to guidelines designated by the Area Maintenance Superintendent which include checking the walls for tipping, bulging, cracking, spalling, and water runoff over or through wall; checking all weep holes to assure that they are open, and if the structure is wooden, check for rot and the presence of fire hazards.

5.5.2. Retaining Wall Vegetation. LFP will maintain the vegetation on the retaining walls in accordance with the WSDOT Roadside Policy Manual M3110.04. Any deviations from the WSDOT Roadside Policy Manual M3110.04 shall require the written approval of the WSDOT Northwest Landscape Office.

5.5.3. Drainage Trenches - LFP shall maintain the drainage trenches shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. LFP shall also be responsible for any necessary repairs to the drainage trenches. In performing maintenance of the drainage trenches, LFP shall ensure that the drainage trenches are kept clear of debris to maintain the conveyance of water and to prevent any blockages.

5.5.4. Wall Fencing - LFP shall maintain the fencing along the top of the retaining wall as shown in Exhibit "A" in accordance with WSDOT Maintenance Manual standards M51-01.11, or any revisions thereto. LFP shall also be responsible for any necessary repairs to the wall fencing.

5.6. LFP Requested Work and Traffic Control

5.6.1. At the time LFP determines Work is necessary that will require placing traffic control devices on the state highway, LFP shall provide written notice, with email being acceptable, to WSDOT's AREA MAINTENANCE SUPERINTENDENT including a description of proposed Work, plans and specification for the proposed Work (if available) and the proposed Traffic Control Plan/Procedures a minimum of 14 days prior to commencing the Work

5.6.2. WSDOT will review and comment on the proposed Work or issue written approval within 10 days from receipt of the Traffic Control Plans.

5.6.3. Upon completion of the Work, LFP shall notify WSDOT for final inspection and acceptance.

5.6.4. Emergency work is exempt from the requirement in this section 5.6 except written notice will be provided to the WSDOT's AREA 5 MAINTENANCE SUPERINTENDENT as soon as possible after an emergency.

6. RETAINING WALL REPLACEMENT

6.1. When WSDOT has determined, at its sole discretion, that the retaining walls require replacement, WSDOT shall be responsible for the replacement of the retaining walls. WSDOT will coordinate with LFP on the timing, design, and construction of the retaining wall replacement. At the time of replacement, the Parties shall either amend this Agreement to reflect the final condition of the new retaining walls or enter into a new agreement to address any new or modified maintenance responsibilities related to the new retaining walls. Alternatively, the Parties may determine that no Agreement is needed.

7. EMERGENCY MAINTENANCE OR REPAIR

7.1. Should a Party determine that any work that is responsibility of the other Party presents an immediate danger to the public or to the real property, facility, or operations, the Party will notify the responsible Party in writing with email being acceptable, and request that the responsible Party immediately address the emergency maintenance or repair problem, within one (1) working day of notification.

7.2. In the event that the responsible Party does not or cannot immediately perform the emergency maintenance or repair, the Party providing notice may perform the emergency maintenance or repair at the expense of the responsible Party.

7.3. The responsible Party shall be responsible for the actual direct and related indirect costs of the emergency maintenance or repair work. Reimbursement of the cost of the work shall be made in accordance with invoice and payment procedures set forth below.

8. FAILURE TO PERFORM MAINTENANCE AND EMERGENCY MAINTENANCE

8.1. WSDOT reserves the right to perform the Work required of LFP, should LFP fail to perform the Work pursuant to this Agreement, or in the event this Agreement is terminated under Subsection 4.1.3, above.

8.1.1. If LFP fails to perform the Work required under this Agreement WSDOT will notify LFP, in writing with email being acceptable, of the Work that must be completed, and LFP shall begin performing the Work within thirty (30) calendar days. If LFP does not perform the identified Work, WSDOT reserves the right to perform the Work in accordance with minimum WSDOT highway standards set forth in this agreement.

8.1.2. In the event WSDOT is required to perform any of the Work required to be performed by LFP, LFP shall reimburse WSDOT for its actual direct, and related indirect costs, for all Work performed on behalf of LFP within thirty (30) days of the date of the invoice from WSDOT (the "Due Date"). In the event LFP fails to make payment by the Due Date, LFP will pay WSDOT interest on outstanding balances at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

8.1.3. If LFP objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and LFP shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice LFP is determined not to owe following settlement between the Parties or completion of dispute resolution process.

8.1.4..This Section 8 will survive termination of this Agreement.

9. RIGHT OF ENTRY

9.1. Each Party hereby grants to the other Parties a right of entry upon the real property for which the Party holds fee title as may be necessary to perform the Work required under this Agreement.

9.2. The granting of the right of entry pursuant to this agreement does not relieve the Party exercising the right of entry from obtaining all permits required to perform the Work required under this Agreement.

10. FUTURE IMPROVEMENTS

10.1. A Party shall not make any alterations, additions, or improvements to the property that may affect the other Party without first obtaining the other Party's approval, which approval shall not be unreasonably withheld. Alterations and improvements shall be the subject of a subsequent agreement, or amendment which must be executed prior to commencing work.

10.2. The cost and expense of any such alteration, addition, or improvement consented to by the other Party, including construction, maintenance, and removal, shall be borne by the Party(ies) benefiting from the improvements, in proportion to the benefit received by each Party.

10.3. It shall be the responsibility of the Party making the alteration to secure any and all governmental permits required in connection with any such work, and to perform such work in accordance with governing laws and procedures.

10.4. In addition, any Party constructing such an improvement shall work with the other Party to minimize any adverse impacts of construction to the other Parties.

11. THIRD PARTY DAMAGE

11.1. LFP shall be responsible for repairing all third-party damage to the retaining wall, trenches, and fencing identified in Exhibit "A" at LFP's expense.

11.2.. If WSDOT has information concerning third-party damages, it shall provide the information to LFP as soon as practicable after receipt of request for records.

12. ADMINISTRATION AND NOTICES

12.1. The Point of Contact (POC) identified for each Party shall be responsible for administering this Agreement.

POC for LFP:
Director of Public Works.

POC for WSDOT:
Area 5 Maintenance Superintendent
currently Steve Reichmuth
(425)739-3739
steve.reichmuth@wsdot.wa.gov

12.2. Any notice, demand, or other communication required or permitted to be given under this Agreement or applicable law shall be effective only if it is in writing, email being acceptable, addressed to the applicable Party's designated POC as set forth herein.

12.3. The name and contact information of a POC may be updated by a Party in writing to the other Party. A change in the name and/or contact information of a POC shall not be considered an amendment to this Agreement.

13. ASSIGNMENT AND SUBCONTRACT

Except as otherwise provided herein, a Party to this Agreement shall not assign, delegate or transfer this Agreement or the obligations incurred hereunder, in whole or in part, by operation of law or otherwise, or subcontract for the management or operation of their respective responsibilities, or parts thereof, without the prior written consent of the other Party to this Agreement, which approval shall not be unreasonably withheld.

14. LEGAL RELATIONS

14.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

14.2. The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

15. INDEMNIFICATION

15.1. Each Party to this Agreement will 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 property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither 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 property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/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 negligence of the indemnifying Party, its agents, officials or employees.

15.2. The Parties 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 their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to

each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

15.3. This indemnification and waiver will survive the termination of this Agreement.

16. DISPUTE RESOLUTION

16.1. The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

16.1.1. The POC, as designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The POCs shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The POCs shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

16.1.2. A Party's POC shall notify the other Party in writing of any dispute or issue that the POC believes may require formal resolution contained herein. The POCs shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

16.1.3. In the event the POCs cannot resolve the dispute or issue, the LFP City Administrator, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

16.1.4. In the event LFP's City Administrator and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, LFP and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

17. RECORDS AND AUDIT

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, LFP and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

18. GENERAL

18.1. Assurances. The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, State, and local laws, rules, and regulations as they currently exist or as amended.

18.2. Interpretation. This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

18.3. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties executed by personnel authorized to bind each of the Parties.

18.4. Waiver. A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving Party and attached to the original Agreement.

18.5. All Writings Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

18.6. Venue. Venue of any action brought under this Agreement involving WSDOT shall be in Superior Court for Thurston County, State of Washington.

18.7. Severability. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18.8. Authority to Bind. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

18.9. Counterparts and Electronic Signature. This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures. Each Party intends to be bound by its electronic or "PDF" signature and is aware that the other Parties are relying on its electronic or "PDF" signature.

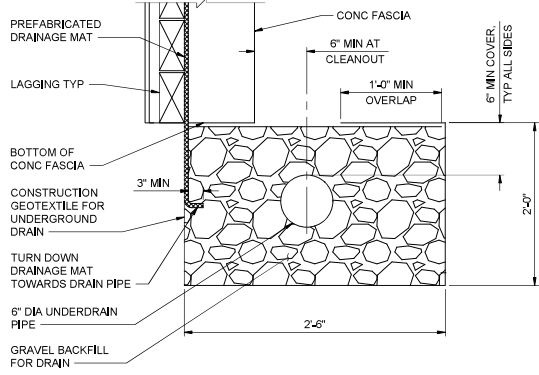
CONTRACT EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

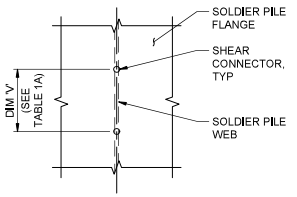
Lake Forest Park	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Approved as to Form for Lake Forest Park	Approved as to Form for Washington State Department of Transportation
By:	By:
Printed: Kim Adams Pratt	Printed:
Title: City Attorney	Title:
Date:	Date:

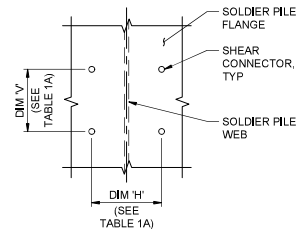
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08-SEAL-120123369



SOLDIER PILE UNDERDRAIN DETAIL (1)
NOT TO SCALE



SHEAR CONNECTOR LAYOUT TYPE 1
NTS



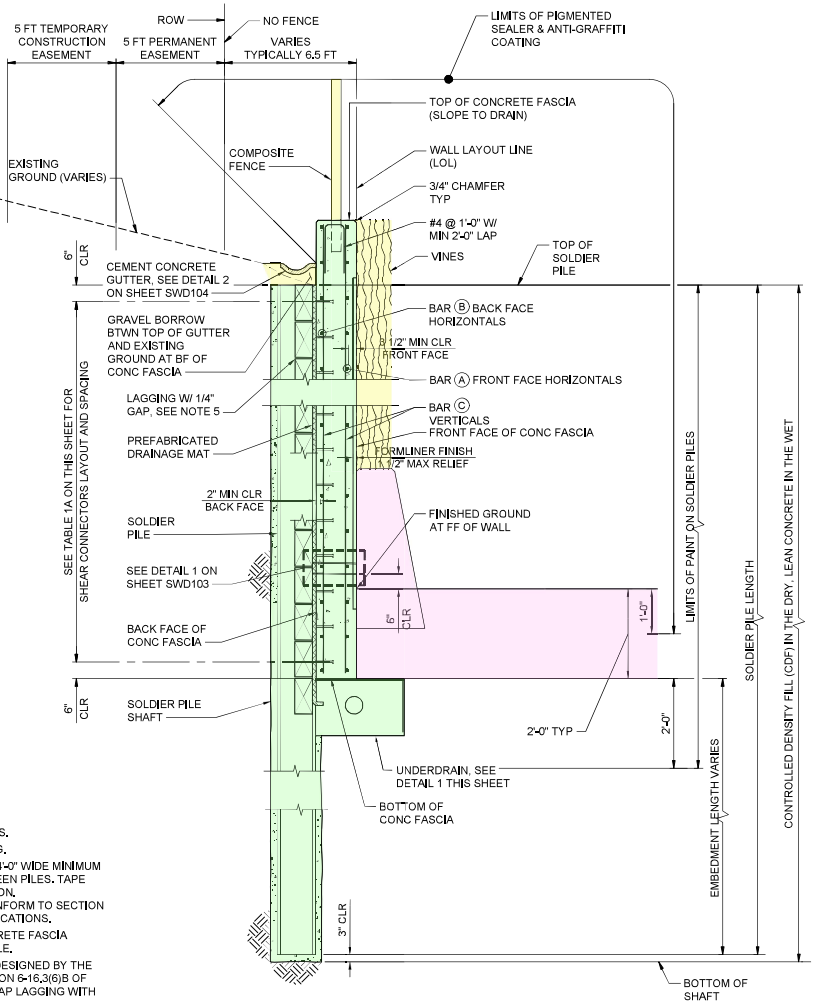
SHEAR CONNECTOR LAYOUT TYPE 2
NTS

TABLE 1A - SHEAR CONNECTOR LAYOUT					
WALL NO	SHEAR CONNECTOR DIAMETER	SHEAR CONNECTOR LENGTH*	SHEAR CONNECTOR LAYOUT TYPE	DIM 'V' (IN)	DIM 'H' (IN)
480, 684, 8306, 18972, 19800	3/4" DIA	8"	TYPE 1	12"	-
20143, 21285, 22549, 22549A, 23357	3/4" DIA	8"	TYPE 2	12"	9"

* WELDED SHEAR CONNECTOR LENGTH IS MINIMUM LENGTH AFTER WELD

LEGEND

- MAINTAINED BY WSDOT -ROADWAY PAVING/BARRIER
- FACE OF RETAINING WALL/VINES/GUTTER/ COMPOSITE FENCE - MAINTAINED BY LAKE FOREST PARK
- RETAINING WALL - MAINTAINED BY LAKE FOREST PARK



SOLDIER PILE CUT WALL TYPICAL SECTION (B)
NOT TO SCALE

GENERAL NOTES:

1. SEE SHEET SWN201 FOR STRUCTURE NOTES.
2. SEE SWP SHEETS FOR WEEP HOLE SPACING.
3. PREFABRICATED DRAINAGE MAT SHALL BE 4'-0" WIDE MINIMUM BY FULL LAGGED HEIGHT CENTERED BETWEEN PILES. TAPE EDGES TO PREVENT CONCRETE INFILTRATION. PREFABRICATED DRAINAGE MAT SHALL CONFORM TO SECTION 9-33.2(3) OF THE WSDOT STANDARD SPECIFICATIONS.
4. SEE TABLE 1 ON SHEET SWD104 FOR CONCRETE FASCIA GEOMETRY AND REINFORCEMENT SCHEDULE.
5. LAGGING SHALL BE TEMPORARY LAGGING DESIGNED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 6-16.3(6)B OF THE WSDOT STANDARD SPECIFICATIONS. GAP LAGGING WITH SPACERS TO ACHIEVE THE 1/4" GAP, TYP.
6. GRAVEL BACKFILL FOR DRAINS SHALL CONFORM TO SECTION 9-03.12(4) OF THE WSDOT STANDARD SPECIFICATIONS.
7. CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAIN SHALL CONFORM TO SECTION 9-33.2(1) TABLE 1 AND TABLE 2 OF THE WSDOT STANDARD SPECIFICATIONS. CONSTRUCTION GEOTEXTILE SHALL BE MODERATE SURVIVABILITY WOVEN, CLASS A MATERIAL.
8. PERFORATED 6" DIA UNDERDRAIN PIPE SHALL CONFORM TO SECTION 9-05.2(6) OF THE WSDOT STANDARD SPECIFICATIONS.

08/19/23 | 3:30 PM | SCHWASB
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90% SUBMITTAL

NOT FOR CONSTRUCTION

DESIGNED BY:
T. JAIN
DRAWN BY:
E. MUENCH
CHECKED BY:
K. JUMPAWONG
APPROVED BY:
T. JAIN



LINE IS 1" AT FULL SCALE



SCALE:
NTS
FILENAME:
S3-BTSTD-SWD102
CONTRACT No.:
RTA/LR OA 2026-19
DATE:
06/09/2023

SUBMITTED BY:
P. AVADUTHA

DATE:
06/09/2023

REVIEWED BY:
K. LEOTTA

DATE:
06/09/2023

**SR 522 / NE 145TH BRT
SR 522 (BOTHELL WAY NE)**
BT306

STRUCTURAL
SOLDIER PILE (CUT) WALL DETAILS

DRAWING No.:
BTSTD-SWD102
FACILITY ID:
BTSTD
SHEET No.:
REV:

