

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: King County-Cities of Burien, Seatac, Tukwila, and Renton Vendor #N/A

Project Name/Description: ^{Related} To: Agreement on the Design, Construction, Ownership, and Maint. of the F Line Rapidride Fiber Optic Project #3882

Contract Amount: \$ NA * RapidRide Intelligent Transportation System Agreement *

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done <input type="checkbox"/> Consulting/Services (Non-Engineering)	<input type="checkbox"/> Construction/Public Works <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> Human Services/Arts & Culture <input checked="" type="checkbox"/> Other: _____ <input type="checkbox"/> Contract Amendment to Contract No. _____
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Is this contract authorized in the current year's budget? Yes No

If budgeted, list Fund/Dept.: _____

Page # in Budget: _____ Budget line item amount: \$ _____

BARS Account Number: _____ Approved by City Council 7-15-13

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: Quia Robert Date: 5/31/13

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval WOT Date: 6/5/13

Legal Dept. Directions/Approval: Ca D Kmit Date: 5/31/13

- Review insurance
- Review by City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: ^{srfs} L Fleming Date: 6-10-13

- Review contract budget/administrative review.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

Contract File Checklist:	
<input checked="" type="checkbox"/>	W-9 Taxpayer ID Form
<input checked="" type="checkbox"/>	Burien Business License # _____
<input checked="" type="checkbox"/>	Insurance Certificate
<input type="checkbox"/>	Bids, if applicable <input checked="" type="checkbox"/> N/A
<input type="checkbox"/>	Contract Fully Signed

RapidRide Intelligent Transportation System Agreement
By and between King County and the City of Burien, Washington

This RAPIDRIDE INTELLIGENT TRANSPORTATION SYSTEM AGREEMENT (“Agreement”) is made and entered into this 14th day of AUGUST, 2013 by and between the City of Burien, hereinafter referred to as the “City,” and King County, hereinafter referred to as the “County,” both of which may be collectively referred to as the “Parties.”

WHEREAS, the King County Ordinance No. 15582 (Transit Now Ordinance) identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through Transit Now that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, the key elements of bus rapid transit include new, low floor, hybrid diesel-electric buses; improved frequency of bus service; improved traffic operations; and transit stations with real time passenger information signs; and

WHEREAS, mutually beneficial contractual arrangements with other public entities that leverage public funds to provide both new and better bus service to cities employers is a key strategy identified in the Transit Now Ordinance approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the County’s bus rapid transit along this corridor is named F Line RapidRide and the Parties are interested in advancing the implementation of this project; and

WHEREAS, the approved King County transit capital program, “RapidRide Program”, includes funding to support these investments in traffic signal systems and communication necessary to implement F Line RapidRide; and

WHEREAS, the Parties have reached agreement on the location and components of the Intelligent Transportation System (ITS) and fiber optic cable resources as provided in the County’s King County F Line ITS Corridor Improvements Construction Contract No. C00759C12 (“Contract No. C00759C12”) plans, copies of which are attached hereto as Attachment B and incorporated herein by reference into this Agreement as if fully set forth herein;

NOW IN CONSIDERATION of the mutual provisions, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to identify the roles and responsibilities of the Parties regarding the construction and maintenance of the F Line RapidRide ITS Improvements. The Agreement identifies specific details regarding:

- A. City-owned conduit resources that the City will make available for County use.
- B. The County-owned fiber optic cable, power and other communication conductors the County will install in City conduits.

- C. The County-owned fiber optic cable, power and other communication conductors the County will install in new conduits.
- D. The traffic signal controllers, fiber optic cable, fiber patch panels, and ethernet switches the County will install for the City's use.
- E. The fiber optic cable the County will install aurally on Seattle City Light utility poles.
- F. The terms and conditions for the ownership and maintenance of the ITS cabinets (332 RapidRide ITS cabinets, 336A RapidRide ITS cabinets) and TSP compatible traffic signal controller cabinets (double door P-style cabinets) as shown in Contract No. C00759C12 plans, shown in Exhibit 1, that are required to operate RapidRide transit ITS elements.

2. City Responsibilities

- 2.1. The City shall allow the County to install new ITS cabinets, fiber vaults, junction boxes and conduits within City right-of-way as shown in the Contract No. C00759C12 plans.
- 2.2. The City shall allow the County to install fiber optic cable, power and other communication conductors as shown in the Contract No. C00759C12 plans in City-owned conduits.
- 2.3. The City shall allow the County to install fiber optic cable aurally on SW 150th St (4th Avenue SW to Transit Center driveway), 4th Avenue SW (SW 153rd St to SW 156th St), and SW 156th St (4th Avenue SW to Des Moines Memorial Drive) as shown in the Contract No. C00759C12 plans. Aerial fiber shall be installed on existing Seattle City Light utility poles. King County shall obtain permits from Seattle City Light for the attachment of the fiber optic cable to the utility poles.
- 2.4. The City shall permit the County to install new traffic signal controllers, fiber optic cable, fiber patch panels and ethernet switches in the City's existing controller cabinets as shown in the Contract No. C00759C12 plans. The City shall also permit the County to install a TSP interface panel in the City's traffic signal controller cabinet and to pull and terminate communication conductors from the County's RapidRide ITS cabinet to the interface panel in the City's traffic signal controller cabinet.
- 2.5. The City shall allow the County to install a 20 amp breaker in the City's traffic signal service cabinet, and the City shall pay for the electricity required to operate all of the equipment housed in the RapidRide ITS cabinets. The City will allow the County's contractor to install all conduit and wiring needed to provide power to the ITS cabinets from the service cabinets as shown in the Contract No. C00759C12 plans.
- 2.6. The City shall allow the County to install the Wireless Access Point (WAP) on the City's traffic signal mast arm or luminaire arm as shown in the Contract No. C00759C12 plans. The City shall also permit the county to install the associated CAT5 cable in the City's signal/lighting pole and conduit from the WAP to the RapidRide ITS cabinet.
- 2.7. The City shall review and implement new transit signal priority (TSP) timing plans as proposed by the County consistent with Section 3.7.
- 2.8. The City shall provide a right-of-way use permit for the County to work within the City's right-of-way and grant the necessary rights for the continuing existence of the County's improvements in the City's right-of-way in accordance with this Agreement. The right-of-way use permit shall contain the City's standard terms and the right for continuing existence granted under this Agreement and shall be subject to the following term and conditions:
 - A. The County shall keep ITS improvements installed by the County pursuant to this ITS Agreement ("F Line RapidRide ITS Improvements") in good order and repair and shall

comply with all City requirements for undertaking work in the right-of-way when installing, repairing or replacing the F Line RapidRide ITS Improvements.

B. Relocation at City's Request.

- If the City requests relocation of the County ITS Improvements in City right-of-way for the purposes of making street improvements or other public improvements solely by the City, the F Line RapidRide ITS Improvements will be relocated subject to the following conditions:
 - The City must provide 180 days notice to the County prior to the date by which the F Line RapidRide ITS Improvements must be relocated.
 - The City and the County shall coordinate the design of the relocated F Line RapidRide ITS Improvements.
 - The County must approve the design, such approval not to be unreasonably withheld or delayed.
 - Unless otherwise agreed to by the Parties, the County shall perform the relocation.
 - Prior to starting construction of the relocated F Line RapidRide ITS Improvements, the City and the County shall agree on how the cost of the relocation, including costs of delays caused by the County, will be shared between the City and County. The parties shall attempt to resolve disputes regarding cost allocation using the dispute resolution process provided in Section 13 below.
- If the City requests relocation of the F Line RapidRide ITS Improvements for any purpose other than making street improvements or other public improvement solely by the City, the F Line RapidRide ITS Improvements will be relocated subject to the following conditions:
 - The City must provide 180 days notice to the County prior to the date by which the F Line RapidRide ITS Improvements must be relocated.
 - The City and the County shall coordinate the design of the relocated F Line RapidRide ITS Improvements.
 - The County must approve the design, such approval not to be unreasonably withheld or delayed.
 - Unless otherwise agreed to by the Parties, the County shall perform the relocation.
 - The City shall reimburse or cause a third party to reimburse the County for all costs the County incurs as a result of the design and relocation of the F Line RapidRide ITS Improvements.

C. Relocation at the County's Request.

- If the County requests relocation of the F Line RapidRide ITS Improvements in City right-of-way for any purpose:
 - The County must provide 180 days notice to the City prior to the date by which the F Line RapidRide ITS Improvements are to be relocated.
 - The City and the County shall coordinate the design of the relocated F Line RapidRide ITS Improvements.
 - The City must approve the design, such approval not to be unreasonably withheld or delayed.

- Unless otherwise agreed to by the Parties, the County shall perform the relocation.
- The County shall pay fees for any and all required permits for the relocation and shall reimburse the City for all costs incurred as a result of the design and relocation of the F Line RapidRide ITS Improvements other than the cost of City staff time spent on such activities.

3. County Responsibilities

- 3.1. The County shall be responsible for all work activities required to design, construct and inspect the F Line RapidRide ITS Improvements. The County or its contractor will construct and install fiber optic cable, conduit, junction boxes, fiber vaults, wiring, double door P type cabinets, ITS cabinets, wireless access points, service cabinet upgrades and all related equipment within the City's right-of-way in accordance with this Agreement and the County's Contact No. C00759C12 plans and the right-of-way permits granted by the City under Section 2.8.
- 3.2. The County shall submit to the City the Contract No. C00759C12 plans for the City's review and approval before initiating construction. The City will have the opportunity to review and provide written comments on the plans for consistency with the recommended F Line RapidRide ITS Improvements. The County shall submit the plans to the City in electronic form.
- 3.3. The County shall coordinate with the City and Seattle City Light as to any new electrical service connections required from Seattle City Light.
- 3.4. The County or its contractor shall install signal modifications at the intersection of 4th Avenue SW/SW 156th St to provide a southbound protected left turn phase to enhance transit safety and operations along the F Line RapidRide route.
- 3.5. In consideration for the use of the City's conduit resources and to enable use of transit signal priority at signalized intersections along the F Line RapidRide route, the County shall provide the following elements for the City's use, ownership and maintenance:
 - A. New Traffic Signal Controllers: The County or its contractor shall replace the existing Traconex controllers with Econolite ASC/3 traffic signal controllers at the intersections of 4th Avenue SW/SW152nd St and 4th Avenue SW/SW 156th Street.
 - B. Traffic Signal Interconnect: The County or its contractor shall install fiber optic ethernet switches to support traffic signal interconnect and shall install, splice and terminate, per Contract No. C00759C12, 12 fibers (6-in, 6-out) for the City's use into each of the following traffic signal controller cabinets:
 - 4th Avenue SW/SW 150th St
 - 4th Avenue SW/SW 152nd St
 - 4th Avenue SW/SW 153rd St
 - 4th Avenue SW/SW 156th St
 - SW 156th St/1st Avenue SW
- 3.6. The County or its contractor shall install TSP compatible traffic signal controller cabinets (double door P-style cabinets) at the proposed TSP locations, as shown in Contract No. C00759C12 plans and listed below:
 - 4th Avenue SW/SW 150th St
 - 4th Avenue SW/SW 153rdSt
 - 4th Avenue SW/SW 156th St

- SW 156th St/1st Avenue SW

The County shall install the Transit Signal Priority Request Generator (TPRG) unit in the upper compartment of the double door P cabinet and shall connect the TPRG unit to the City's signal controller to enable transit signal priority at the intersections.

- 3.7. The County shall develop new transit signal priority (TSP) timing plans for all TSP intersections along the F Line RapidRide corridor. The TSP timing plans shall account for the operation of the transportation network so that the intersection at 1st Ave S at SW 156th St operates no worse than Level of Service (LOS) D, and all other intersections along the F-Line operate no worse than LOS E. The City shall review and approve the new TSP plans and shall implement the timings in the traffic signal controllers.
- 3.8. The County shall provide the City with quarterly reports on work progress and other matters of significance in the performance of this Agreement. Before the issuance of a change order or any acceptance of a contractor's work, the County shall notify the City and give the City an opportunity to comment on and inspect the work. Neither waiver of the City's right to inspect, nor improvements constructed prior to execution of this Agreement shall relieve the County of its responsibility for said improvements.
- 3.9. The County shall provide the City with one full-size set of record drawings delivered to City Hall plus one 11" X 17" set of each controller record drawing in a plastic pouch in its respective cabinet.

4. Fiber Optic Cable

- 4.1. The County shall install a 72-count fiber optic cable along the F Line RapidRide corridor as a part of the F Line RapidRide ITS Improvements. This cable size will provide future communication capacity which could be used by King County and the local agencies for other purposes. The fiber shall be distributed between King County and the local agencies as follows:

<u>Agency</u>	<u>Fiber Assignment</u>
King County Metro RapidRide	24 Strands (1-24)
City of Burien Communications	24 Strands (25-48)
Interagency Communications	24 Strands (49-72)

- 4.2. The County shall terminate 12 fibers assigned for City of Burien Communications in the traffic signal controller cabinets as identified in Section 3.5.B. The City's fiber strands will also be terminated into a RapidRide ITS termination cabinet (332 type) at the intersection of 4th Avenue SW/SW 153rd Street.
- 4.3. A separate 24-count fiber cable shall be installed from the RapidRide ITS termination cabinet at the intersection of 4th Avenue SW/SW 153rd St to the communication room of the Burien Park and Ride structure to provide the backhaul connection from the F Line corridor to the King County WAN.
- 4.4. Concurrent with this Agreement, the Parties will enter into a separate fiber optic project agreement to establish the terms and conditions for the ownership and maintenance of the 72-count fiber optic cable.

5. Ownership and Maintenance

- 5.1. The City will continue to own all City-owned conduits that it has made available to the County for the F Line RapidRide ITS project.
- 5.2. The F Line RapidRide ITS Improvements to the City-owned conduit, junction boxes, and traffic signal controller equipment shall become property of the City upon their completion and final acceptance. This includes the traffic signal controllers, ethernet switches, fiber termination panels within the traffic signal controller cabinet, as well as the TSP interface panel housed within the traffic signal controller cabinet.
- 5.3. The County will own and maintain the RapidRide ITS cabinet and all new fiber optic cable, conduit, and other communication equipment and cable it installs within the ITS cabinet between the County's RapidRide ITS cabinet and the nearest junction box or vault.
- 5.4. The City will own and maintain the four double door P-cabinets funded by this Agreement. This includes all City-supplied equipment and the TSP interface panel housed in the lower compartment of this cabinet.
- 5.5. The County will own and maintain all County-supplied equipment housed in the upper compartment of the double door P-cabinets that will be installed by the County after the County completes installation of the new double door P-cabinets.
- 5.6. A goal of the RapidRide Program is to achieve a minimum of ten percent (10%) transit travel time from roadway and TSP improvements. The Parties agree to make their best faith effort to achieve and maintain a ten percent (10%) or greater transit travel time improvement on the F Line RapidRide route between the terminals at 'The Landing' in Renton and Burien Transit Center. The County intends to perform before and after transit travel time studies and share this information with the City to assist in maintaining the transit travel time improvements.
- 5.7. The separate, concurrent agreement on the terms and conditions for the sharing of fiber optic installation projects will establish the ownership and maintenance for the 72-strand fiber optic cable.

6. Financing

- 6.1. **Total Project Price.** The project price is \$ 519,793. See Attachment A.
- 6.2. **County Contribution for King County Road Services Performed Work:** The County shall pay for the work performed by King County Road Services on behalf of the City in direct support during the construction and acceptance of the F Line RapidRide ITS Improvements. The County will arrange for King County Road Service to bill the F Line ITS project directly for this work. The estimated budget for King County Road Services work is \$70,000.

7. Schedule

- 7.1 The scheduled date to begin construction of the F Line ITS Improvements is March 12, 2013.
- 7.2 The scheduled date for completion of the F Line ITS Improvements is September 17, 2013.
- 7.3 The scheduled date for beginning RapidRide service is June, 2014.

8. Insurance and Indemnification

- 8.1 Insurance Requirements.** If the County uses a contractor to perform work under this Agreement, after taking into account the scope of work and services which may be performed by its contractor(s), the County shall require that the County's contractor maintain Commercial General Liability, Professional Liability if professional services are required, Automobile Liability insurance, Statutory Workers Compensation, Employers Liability/Stop Gap and other insurance as may be required with prudent limits of liability as established by a County risk assessment.
- 8.2** Any such contractor insurance specified in Subsection 8.1 shall insure the County, its contractor, and the City and its officers, officials, agents and employees against loss arising out of or in connection with activities, performed in furtherance of this Agreement by the County's contractor. Contractor's general and automobile liability insurance and other liability insurance, except Workers Compensation and Professional Liability, as may be required shall include the City and its officers, officials, agents and employees as an additional insured and shall contain standard separation of insured's language. The County's contractor's insurance shall be primary to and not contributing with any insurance or self insurance that may be carried by the City.
- 8.3 Indemnification and Hold Harmless.** To the maximum extent permitted by law, each Party shall protect, defend, indemnify and hold harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Each Party shall require similar indemnification language in all Agreements with subcontractors entered into in conjunction with this Agreement.

9. Effective Date and Term of Agreement

This Agreement shall take effect upon the latest date on which one of the Parties executes this Agreement, and shall continue unless terminated pursuant to the terms of this Agreement.

10. Agreement Termination

Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Party not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty days in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.

11. Entire Agreement and Amendments

- 11.1 **Entire Agreement.** This document contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.
- 11.2 **Amendments.** Except as otherwise provided for in this Agreement, amendments may be made to this Agreement within the previously approved budget or other applicable authority for and on behalf of the City by its City Manager, and for and on behalf of the County by its General Manager of the Transit Division and shall be in writing and executed by such duly authorized representative of each Party. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

12. Notification and Identification of Contacts

- 12.1 **Notice.** Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 14.2 of this Agreement unless otherwise indicated by the Parties in writing.
- 12.2 **Contact Persons and Addresses.** The contact persons for the administration of this Agreement are as follows:

City of Burien: Brian Victor, PE
Capital Project Manager/Engineer
City of Burien
400 SW 152nd St., Suite 300
Burien, WA 98166
(206) 248-5533

King County, Metro Transit: Franco Fernandes
Project Manager
Transit Route Facilities
201 S Jackson Street
KSC-TR-0413
Seattle, Washington 98104-3856
(206) 263-3134

13. Dispute Resolution Process

The Parties, through their designated representatives identified in Subsection 12.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible Project Directors of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of the Parties or their designees. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

14. Records Retention and Audit

During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request.

Records and accounts shall be maintained in accordance with applicable state law and regulations.

15. Compliance with Applicable Laws

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination, and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. Legal Relations

- 16.1 **No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.
- 16.2 **No Third Party Beneficiaries.** 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.
- 16.3 **Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 16.4 **Binding on Successors and Assigns.** This Agreement, and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 16.5 **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by both Parties.
- 16.6 **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default; as such, failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of any other provision thereafter. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.
- 16.7 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 16.8 **Jurisdiction and Venue.** The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 16.9 **Rights and Remedies.** The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 16.10 **Severability.** If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 16.11 **Entire Agreement.** This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

16.12 **Survival.** Each of the provisions of this Section 16 shall survive any expiration or termination of Agreement.

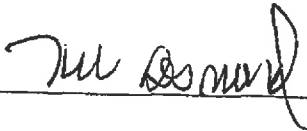
17. **Execution of Agreement — Counterparts**

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated under their signatures.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION

CITY OF BURIEN





By: Kevin Desmond, General Manager

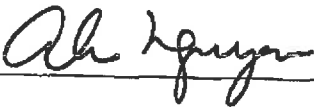
By: Mike Martin, City Manager


Dated: 7/14/13

Dated: _____

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM:

By: 

By: 

Dated: 7/29/13

Dated: May 31, 2013

Attachment A
Summary of F Line ITS Improvements

F Line RapidRide Improvements		Cost of Improvements	Financial Plan	
			County	City
1.	Install fiber optic cable on 4th Avenue SW from SW 150th St to SW 156th Street and on SW 156th Street from 4th Avenue SW to Des Moines Memorial Drive.	\$519,793	\$519,793	-0-
2.	Install new F Line ITS cabinet at 4th Avenue SW/SW 153rd St. Install fiber termination panel and Ethernet switch in ITS cabinet.			
3.	Install new Double Door P style cabinets with fiber termination panel and Ethernet switch along with required communications hardware to provide TSP at the following signalized intersections: - 4th Avenue SW/SW 150th St - 4th Avenue SW/SW 153rd St - 4th Avenue SW/SW 156th St - 1st Avenue SW/SW 156th St			
4.	Install wireless access points as indicated on the Contract No. C00759C12 plans.			
5.	Install new TSP compatible signal controllers (Econolite ASC/3) at the following intersections: - 4th Avenue SW/SW 152nd St - 4th Avenue SW/SW 156th St			
6.	Install fiber termination panel and Ethernet switch in the traffic signal controller cabinet at the following intersections to provide traffic signal interconnect: - 4th Avenue SW/SW 150th St - 4th Avenue SW/SW 152nd St - 4th Avenue SW/SW 153rd St - 4th Avenue SW/SW 156th St - 1st Avenue SW/SW 156th St			
7.	Modify the signal at 4th Avenue SW/SW 156th St to install a protected southbound left turn phase.			
8.	Install vaults for fiber splicing and cable storage.			
9.	Upgrade type 1 junction boxes to type 2 junction boxes to accommodate the fiber cable as indicated on the Contract No. C00759C12 plans.			
10.	Install small sections of new conduit at signalized intersections as shown in the Contract No. C00759C12 plans.			
11.	Develop and install signal plans for transit signal priority for TSP intersections along the corridor.			
Total		\$ 519,793	\$519,793	-0-

Attachment B
King County F Line ITS Corridor Improvements Construction Contract No. C00759C12