



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

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2008 OCT -9 AM 10: 18
September 29, 2008

CLEK
KING COUNTY COUNCIL

Ordinance 16250

Proposed No. 2008-0492.2

Sponsors Constantine and Phillips

1 AN ORDINANCE authorizing the county executive to
2 execute four interlocal agreements with the Washington
3 state Department of Transportation relating to the Alaskan
4 Way Viaduct project.

5

6 STATEMENT OF FACTS:

- 7 1. Following the negative viaduct vote in March 2007, the governor of
8 Washington state, the King County executive and the mayor of Seattle
9 ("the three executives") announced two major initiatives.
- 10 2. The first initiative addresses Alaskan Way Viaduct ("AWV") segments
11 south and north of the central waterfront segment. The three executives
12 determined that work on these segments could begin immediately. These
13 projects are known as the Moving Forward projects.
- 14 3. Three proposed interlocal agreements have been developed to transfer
15 funds from the Washington state Department of Transportation
16 ("WSDOT") to King County Metro ("KCMETRO") to mitigate traffic
17 disruption on the Moving Forward projects. These mitigation funds will

18 pay for buses, service hours, Transportation Demand Management
19 ("TDM") activities and the expansion of its electronic bus monitoring
20 system.

21 4. The second initiative addresses the central waterfront segment of the
22 AWV. The three executives established an AWV Tri-Agency Leadership
23 team comprised of Harold S. Taniguchi, Director, King County
24 department of transportation ("KCDOT"), Grace Crunican, Director,
25 Seattle Department of Transportation and David Dye, Deputy Secretary of
26 Transportation, WSDOT. The Tri-Agency Team was tasked with
27 submitting to the three executives, by year-end, 2008, a preferred
28 alternative to the existing AWV central waterfront segment. The Tri-
29 Agency Team hired an independent project manager to manage the work
30 of the AWV project consultants.

31 5. A fourth proposed interlocal agreement has been developed to allow
32 KCDOT to transfer funds to WSDOT for one third of the cost of the
33 independent project manager.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The county executive is hereby authorized to enter into:

36 A. Three interlocal agreements with the Washington state Department of
37 Transportation, substantially in the form of Attachments A, B and C to this ordinance, to
38 provide funds for King County Metro to: 1. provide additional transit service into
39 downtown Seattle; 2. expand King County Metro's bus monitoring and management system
40 in downtown Seattle, and 3. provide funding for Transportation Demand Management

41 measures to mitigate the effects of removing the Alaskan Way Viaduct and constructing an
42 alternative structure or system.

43 B. One interlocal agreement with the Washington state Department of
44 Transportation, substantially in the form of Attachment D to this ordinance, to pay the
45 Washington state Department of Transportation for one-third of the cost of an independent
46 project manager on the Alaskan Way Viaduct central waterfront project.

47 SECTION 2. The appropriate county officials, agents and employees are hereby
48 authorized to take all actions necessary to implement the agreements and all actions
49 heretofore taken by county officials, agents and employees consistent with the terms and
50 purposes of the agreements are hereby ratified, confirmed and approved.

51 SECTION 3. If any one or more of the covenants or agreements provided in this
52 ordinance to be performed on the part of the county shall be declared by any court of
53 competent jurisdiction to be contrary to law, then the covenant or covenants and agreement
54 or agreements, are null and void and shall be deemed separable from the remaining
55

Ordinance 16250

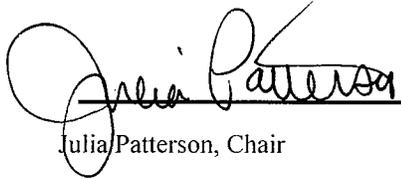
56 covenants and agreements of this ordinance and shall in no way affect the validity of the
57 other provisions of this ordinance or of the agreement.

58

Ordinance 16250 was introduced on 9/8/2008 and passed by the Metropolitan King
County Council on 9/29/2008, by the following vote:

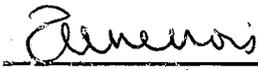
Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



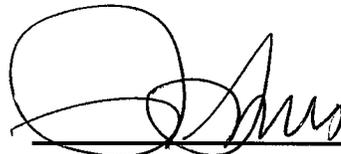
Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 8 day of OCTOBER.



Ron Sims, County Executive

Attachments A. Agreement GCA 5820, B. Agreement GCA 5864, dated September 24, 2008, C.
Agreement GCA 5865, dated September 24, 2008, D. Agreement GCA 5639

16250

AGREEMENT GCA 5820
between the
Washington State Department of Transportation
and the
King County Department of Transportation, Metro Transit Division
for
Enhanced Transit Services
for the Early Safety and Mobility Projects of the
Alaskan Way Viaduct and Seawall Replacement Program

THIS AGREEMENT (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the State of Washington, through its Department of Transportation, (the "State" or "WSDOT"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, the Alaskan Way Viaduct ("AWV") is a part of SR 99, a non-limited access highway, which serves as a primary north-south route to and through downtown Seattle, carrying approximately 110,000 vehicles per day; and

WHEREAS, the Alaskan Way Seawall (the "Seawall") supports the Alaskan Way surface street and a variety of utilities and also provides lateral support for some of the foundations of the AWV; and

WHEREAS, both the AWV and the Seawall require improvements to protect public safety and maintain the transportation corridor; and

WHEREAS, the State, the County and the City of Seattle in conjunction with the Federal Highway Administration, have committed to a partnership approach to resolving issues and implementing improvements for replacing and/or repairing the AWV and the Seawall (the "AWV Program"); and

WHEREAS, pursuant to Chapter 518 Section 305 of the Session Laws of 2007 the State is authorized to proceed with the design and construction of a series of projects, which are known as the Early Safety and Mobility Projects (the "Projects" or "Moving Forward Projects"), while the agencies referenced above work together to determine what the solution will be in the Central Waterfront portion of the AWV Program; and

WHEREAS, one of the Projects is known as "Transit Enhancements and Other Improvements" and includes, but is not limited to, increased transit service ("Enhanced Transit Services"), improvements to arterials, bus lanes, signals, and transit trip information and dissemination, implementation of Transportation Demand Management ("TDM") and traffic management strategies, all of which are intended to help manage and mitigate traffic congestion during AWV related construction; and

WHEREAS, some of the Projects will have construction impacts that directly affect users of the highway; and

WHEREAS, construction disruptions on the SR 99 corridor will, if left unmitigated, also impact users of other nearby city streets and I-5; and

WHEREAS, in addition to implementing measures to avoid and/or mitigate construction related delays and impacts, providing safe travel through construction work zones has long been a primary goal of the State; and

WHEREAS, construction disruptions directly impact transit operators, such as Metro Transit, and their riders, resulting in higher cost of operations for transit operators, and degradation of service for transit users; and

WHEREAS, Metro Transit has produced an initial assessment of service and capital needs based on early construction staging plans for the AWW Program's South Holgate Street to South King Street Viaduct Replacement and the North End Battery Street Tunnel fire, life and safety upgrades; and

WHEREAS, Metro Transit's initial service and capital needs assessment has produced a preliminary estimate of the number of transit coaches and service hours required for effective mitigation of construction related traffic congestion; and

WHEREAS, the Parties desire to develop a comprehensive program of strategies and actions designed to maintain the movement of people and goods during construction and implementation of the Projects; and

WHEREAS, the State desires to have Metro Transit aid in the development and implementation of said strategies and actions due to its experience and familiarity with delivering public transportation and services within the areas impacted by construction activities; and

WHEREAS, the State, in the interest of providing safe travel through the work zones of the Projects, desires to participate in funding some additional operating costs for Metro Transit services affected by construction activities; and

WHEREAS, in order for Metro Transit to be able to phase in new transit services as identified in the developed strategies, this Agreement provides the mechanism for the State to provide funding for Metro Transit to begin the implementation of the Enhanced Transit Services specified in Exhibit A; and

WHEREAS, the Parties have further agreed on the importance of monitoring transit performance during construction of the Projects in order to accurately assess the impacts of construction on transit operations;

NOW, THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits A and B, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. PURPOSE

1.1 The purpose of this Agreement is for Metro Transit to implement and provide Enhanced Transit Services as specified in Exhibit A (the "Work") in order to mitigate traffic impacts and congestion caused by construction of the Projects, and to establish a method for the State to pay the costs associated with the Work.

2. DUTIES AND RESPONSIBILITIES

2.1 **Provision of Enhanced Transit Services.** Metro Transit will perform the Work described in Exhibit A, which, together with its Attachments 1 – 2, is attached to the Agreement and by this reference incorporated herein.

2.2 **Reimbursement of Costs.** In accordance with the payment and billing provisions set forth in Section 3 of this Agreement, the State will reimburse Metro Transit for the allowable costs of the Work performed pursuant to this Agreement.

3. PAYMENT AND BILLING

3.1 **Payment.** The Parties have estimated that the cost of Metro Transit's performing the Work under the Agreement will not exceed Twenty-Nine Million Six Hundred Ninety-Seven Thousand Six Hundred Six Dollars (\$29,697,606.00) (the "Reimbursement Cap"). The State's payment to Metro Transit of Metro Transit's satisfactory performance of the Work shall not exceed this amount; provided, however, that should the Reimbursement Cap be reached, Metro Transit shall have no further obligation to perform any Work pursuant to this Agreement. The State shall not pay for any Work prior to the performance of the Work.

A cost estimate for the Work to be performed by Metro Transit pursuant to this Agreement is set forth in Exhibit B, which, together with its Attachments 1 – 2, is attached to the Agreement and by this reference incorporated herein. Metro Transit may submit requests for changes in the bus service operation cost rates set forth in Exhibit B once each calendar year as set forth in Exhibit B. Said rate changes, if any, shall be submitted to the State on or before the first day of June of each year and shall become effective on the next Service Change Date. Metro Transit shall provide written documentation to the State's satisfaction, in order to evaluate the request. The State will provide written approval of any requested rate changes prior to the changes going into effect. The Parties recognize that such rate changes could be increases or decreases. The vehicle use fees and costs identified in Exhibit B are lump sum and are not subject to change over the life of the Agreement.

3.2 **Invoices and Billing.** Partial payments to Metro Transit shall be made by the State throughout the term of this Agreement, upon receipt of detailed billing invoices from Metro Transit.

Reimbursement is subject to the submission to and approval by the State of appropriate invoices, reports, and financial summaries as reasonably requested by the State. The State's approval of invoices shall not be unreasonably withheld. Billings shall not be more frequent than one (1) per month and no less than one (1) per quarter.

The State shall make payment to Metro Transit for the Work performed by Metro Transit pursuant to the Agreement within thirty (30) days of receipt of an appropriate billing invoice from Metro Transit.

Metro Transit will submit a final billing to the State within ninety (90) days after the effective date of termination of this Agreement. Any requests for billing received ninety (90) days after the effective date of termination of this Agreement will not be eligible for reimbursement.

3.3 Reimbursement of Pre-Termination Costs Incurred. In the event of termination pursuant to the provisions of Section 6 (Termination) of this Agreement, the State shall reimburse Metro Transit for allowable costs incurred under this Agreement, which Metro Transit has incurred up to and including the effective date of termination. Metro Transit shall promptly submit any such claim for reimbursement to the State.

4. REPORTS

4.1 Metro Transit shall advise the State regarding the progress of the Work at such time and in such manner as the State may reasonably require. Metro Transit shall keep satisfactory written records with regard to the Work performed under the Agreement, and shall submit reports in a form prescribed and requested by the State.

4.2 Metro Transit shall collect and submit, at such times as the State may reasonably require, such financial statements, data, records, contracts, and other documents related to the Work as may reasonably be deemed necessary by the State.

5. EFFECTIVE DATE AND TERM OF AGREEMENT

5.1 This Agreement shall take effect when it is signed by both Parties and will remain in effect through December 31, 2013, unless earlier terminated pursuant to the terms of this Agreement.

6. TERMINATION

6.1 Termination for Default. Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement. Pursuant thereto the State may terminate this Agreement for the following reasons, including but not limited to, if Metro Transit:

1. Takes any action pertaining to this Agreement without the approval of the State, which under the provisions of this Agreement would have required the approval of the State;

2. Fails to make reasonable progress on the Work or other violation of this Agreement that endangers substantial performance of the Work.

The Parties shall serve written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.1 setting forth in detail the reasons for such termination. The Party receiving said notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of said notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

6.2 Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.2 shall be provided to the other Party not less than one hundred and twenty (120) calendar days prior to the effective date of termination. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:

1. The requisite State funds become unavailable through failure of appropriation or otherwise;
2. The State determines, in its sole discretion, that the continuation of the Work would not produce beneficial results commensurate with the further expenditure of funds;
3. Metro Transit is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. Metro Transit is prevented from proceeding with the Work by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than Metro Transit.

6.3 County Funding and Termination for Non-appropriation. Performance of any tasks undertaken by Metro Transit pursuant to this Agreement in advance of receiving reimbursement by the State beyond the County's current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work provided for in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.

7. AMENDMENTS

7.1 Either Party may request changes to the provisions contained in this Agreement. Changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. 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. The annual requested rate changes as provided for in

caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In any action to enforce the provisions of this Section, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred from the other Party. The obligations of this Section 10 (Indemnification and Hold Harmless) shall survive any termination of this Agreement.

11. LEGAL RELATIONS

11.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

11.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a 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.

11.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11.4 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.

11.5 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.

11.6 Severability. If any provision of this Agreement is 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.

11.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. 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.

11.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

11.9 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.

11.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

11.11 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.

11.12 Survival. The provisions of this Section 11 (Legal Relations) shall survive any termination of this Agreement.

12. FORCE MAJEURE

12.1 Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the State to make payment to the County for the expenses of Work properly incurred under this Agreement prior to an event determined to have been caused by force majeure or eliminate the obligation of Metro Transit to perform the Work, or any portion of the Work, under the Agreement that Metro Transit can perform during or following the occurrence of the force majeure event.

13. RECORDS RETENTION AND AUDIT

13.1 During the progress of the Work and for a period not less than six (6) years from the date of final payment by the State, the records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State, King County and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the Work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6)-year retention period.

14. COMPLIANCE WITH APPLICABLE LAWS

14.1 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.

15. EXECUTION OF AGREEMENT – COUNTERPARTS

15.1 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 as of the latest date written below.

KING COUNTY, DEPARTMENT OF
TRANSPORTATION, METRO TRANSIT
DIVISION

STATE OF WASHINGTON
DEPARTMENT OF
TRANSPORTATION

By

By: John White
Program Director

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Cheryl D. Carlson
Senior Deputy Prosecuting Attorney

By: Daniel Galvin, P.E.
Assistant Attorney General

Date

Date

SCOPE OF WORK

EXHIBIT A

GCA 5820

ENHANCED TRANSIT SERVICES FOR THE EARLY SAFETY AND MOBILITY PROJECTS OF THE ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM

SUMMARY

The Work to be performed pursuant to this Scope of Work shall consist of the implementation of certain service enhancements and schedule adjustments (collectively referenced as "Enhanced Transit Services") by Metro Transit in specified travel corridors and commuter sheds affected by the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program. The objective of the Work is twofold; first, to reduce vehicle travel demand in order to help mitigate construction related mobility impacts on the general public, and second, to mitigate the impact of the Early Safety and Mobility Projects on the operations and delivery of Metro Transit's fixed-route bus services.

The total cost of the Work shall not exceed Reimbursement Cap during the period September 2009 to June 2013.

SCOPE OF WORK

The following defines the detailed Scope of Work:

The performance of the Work by Metro Transit will require service enhancements consisting of the expansion of the Metro Transit revenue operations fleet, as well as schedule adjustments to existing routes. Metro Transit has prepared and the State has approved a Conceptual Service Plan attached as Exhibit B. The Conceptual Service Plan addresses the costs associated with both possible service enhancements and schedule adjustments.

Service Enhancements

Service enhancements provided by Metro Transit may include: service hours to support higher levels of service frequency, restructures that improve reliability, productivity, or ease of use, additional peak and off-peak trips, expansion of peak and off-peak spans and levels of service, or other operational improvements that result in higher capacity and quality of service.

Attachment 1 to this Scope of Work identifies the limit of fixed routes and travel corridors on or within which service enhancements may be provided under this Agreement.

The list of eligible routes may be expanded as demand patterns develop, and as routing alignment, nomenclature and the transit network evolve over time. The list of routes may be

changed through mutual written affirmation when proposed changes meet at least one of the following criteria:

- a) The proposed transit service enhancement directly travels on or immediately parallel to important corridors in the affected travel sheds; namely SR 99, 1st Ave. S., Elliott Ave. W., and/or 15th Ave. W.;
- b) The proposed transit service provides an important connection to transit routes traveling on corridors identified in criterion (a.), thereby enabling increased transit utilization and transferring potential to and on said corridors;
- c) The proposed service provides direct connections to alternative transit routes that bypass anticipated traffic congestion resulting from the Projects; or
- d) The proposed service is a direct and pertinent derivative of an existing route listed in the attachment and became operational after the execution of the Agreement.

Schedule Adjustments

Travel time/schedule adjustments impacting operating costs will be imposed upon existing Metro Transit public transportation services by the construction of the Early Safety and Mobility Projects. These impacts will vary from minor to very significant depending on the corridor, time of day, and project phase.

Attachment 2 to this Scope of Work identifies corridors and corridor segments of travel on all routes that will be eligible for adjustments to schedules to account for added travel time. Metro Transit, in coordination with the State, shall have discretion in determining how, when and where said adjustments are made. Schedule adjustments will be based on anticipated and actual travel time and reliability impacts of the Early Safety and Mobility Project's South End and Battery Street Tunnel construction projects. A substantial portion of these adjustments in schedules as a necessity will be incurred in advance of actual construction impacts.

Metro Transit will monitor actual travel times, adherence to scheduled running times, ridership and passenger loads on bus services funded by the State and other bus routes passing through the construction impact area.

Metro Transit typically makes major adjustments to its fixed-route bus operations and driver assignments three (3) times per calendar year. These adjustments are referred to herein as Service Change Dates. Although Service Change Dates typically take place in February, June and September of each year, the actual dates can differ from year to year.

The dates upon which Enhanced Transit Services provided pursuant to this Agreement begin and/or end operations will coincide with the Service Change Dates, unless otherwise agreed to by Metro Transit and the State. Based upon current staging plans for the Projects, the tentative duration of the services provided for herein is during and between the September 2009 and the June 2013 service change periods. Metro Transit will provide the State with each year's respective Service Change Dates within the first ninety (90) calendar days of each respective year.

Metro Transit will prepare and transmit an Enhanced Transit Service Proposal ("ETS Proposal") for State review and approval no later than one hundred and eighty (180) calendar days prior to each Service Change Date. The ETS Proposal shall list specific service enhancements and schedule adjustments that will be implemented, as well as any mitigation service which will either be eliminated or, in the case of currently planned "Transit Now" services, become the responsibility of Metro Transit to fund through

other resources. Transit Now was designed to expand transit service in King County by up to 20 percent over 10 years, to help Metro keep pace with regional growth and demand. This expansion includes the creation of five new RapidRide corridors (2010-2013), about 50,000 annual service hours for developing areas, about 90,000 annual service hours through service partnerships, and about 350,000 service hours for Metro's high-ridership routes and corridors. The phasing and implementation of Transit Now investments within corridors and on routes that are eligible for service enhancements as described above, will be provided in each ETS Proposal. The Conceptual Service Plan identifies the year in which applicable Transit Now investments are currently planned.

The State will provide comments and a determination regarding approval to each respective ETS Proposal no later than one hundred and twenty (120) calendar days prior to each Service Change Date.

No less than ninety (90) days before each Service Change Date, Metro Transit shall provide the State a finalized service change package detailing all Enhanced Transit Services that will become operational on said date. The finalized service change package shall include a detailed explanation of any deviations of said package from the respective ETS Proposal approved by the State.

Metro Transit shall be responsible to provide services including all elements of public transportation delivery pursuant to this Agreement.

Metro Transit will prepare and transmit to the State a Performance Report three (3) times each year. The Performance Report will include any proposed changes to the Conceptual Service Plan within the budget established through this Agreement. Metro Transit will transmit the report to the State one hundred and eighty (180) calendar days prior to each Service Change Date beginning with the June 12, 2010 Service Change Date. These Performance Reports will be used by the State for financial and progress reporting that is required to its constituents.

Metro Transit will be responsible to provide the public with notification of the services program developed under this Agreement. Metro Transit will coordinate with communications staff on the Alaskan Way Viaduct and Seawall Replacement Program to develop language and graphic elements for Metro Transit's public notification of services program.

Schedule

Implementation of Enhanced Transit Services pursuant to this Agreement will begin with the September 19, 2009 service change. The following is a schedule of activities and deliverables for the September 2009 Service Change Date. Future schedules will be established as Service Change Dates are determined by Metro Transit as addressed above.

Schedule for Initial September 19, 2009 Implementation	
March 23, 2009	Metro Transit will prepare and transmit an ETS Proposal for State review and approval.
May 22, 2009	The State will provide comments and approval to the ETS Proposal for the September 19, 2009 Service Change Date.
June 21, 2009	Metro Transit shall finalize the ETS Proposal and provide the State with a service change package detailing all enhancements that will be implemented on the September 19, 2009 Service Change Date.
September 19, 2009	Service Change Date (Implementation of Enhanced Transit Services by Metro Transit)

Moving Forward Transit Service Enhancements
Candidate routes for trip adds

Route	Key Destinations	Key A/VV Candidates/Connections
5 CBD, Greenwood, Northgate, Shoreline CC		SR 99 (Aurora Ave N)
15 CBD, Uptown, Interbay, Ballard, Crown Hill		15th Ave W
16 CBD, Seattle Center, Wallingford, Green Lake, Northgate		SR 99 (Aurora Ave N)
17 CBD, South Lake Union, Nickerson, Ballard, Sunset Hill		15th Ave W
18 CBD, Uptown, Interbay, Ballard, Loyal Heights		15th Ave W
19 CBD, Seattle Center, Magnolia		Elliott Ave W
21 CBD, SODO, High Point, Arbor Heights		1st Ave S / SR 99
22 CBD, SODO, Alaska Junction, White Center		1st Ave S / SR 99
23 CBD, SODO, White Center		1st Ave S
24 CBD, Seattle Center, Magnolia		Elliott Ave W
26 CBD, Dexter, Fremont, Wallingford, Greenlake		SR 99/Dexter
28 CBD, Dexter, Fremont, Ballard, Broadview		SR 99 (Aurora Ave N)
33 CBD, Seattle Center, Magnolia		Elliott Ave W
37 CBD, Alki, Alaska Junction		1st Ave S / SR 99
53 Alaska Junction, Alki		Connects to SR 99 service at Alaska Junction
54 CBD, Alaska Junction, Fauntleroy, White Center		SR 99
55 CBD, Alaska Junction, Admiral District		SR 99
56 CBD, SODO, Admiral District, Alki		1st Ave S / SR 99
57 CBD, Admiral District, Genesee Hill, Alaska Junction		1st Ave S
60 Capitol Hill, Beacon Hill, Georgetown, South Park, White Center		Connects to SR 99 service at White Center
113 CBD, White Center, Shorewood		SR 99
116 CBD, SODO, Fauntleroy		1st Ave S
120 CBD, Delridge, White Center, Burien		SR 99
121 CBD, Duwamish, Burien, Normandy Park, Des Moines		SR 99
122 CBD, Duwamish, Burien, Normandy Park, Des Moines		SR 99
123 CBD, Duwamish, Burien		4th Ave S, SR 509
125 CBD, Delridge, South Seattle CC, White Center, Shorewood		SR 99
128 Admiral District, Alaska Junction, South Seattle CC, White Center, Southcenter Mall		Connects to SR 99 service at Alaska Junction, White Center
131 CBD, SODO, Georgetown, Burien, Des Moines		SR 99
132 CBD, SODO, South Park, Burien, Des Moines		SR 99
134 CBD, SODO, Georgetown, Burien, Des Moines		SR 99
124 CBD, SODO, Duwamish, Tukwila		4th Ave S
358 CBD, Greenwood, Shoreline, Aurora Village		SR 99 (Aurora Ave N)

Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)

Pathway	Market Coverage	Access/Egress Central CBD via	Travel Time Segment			Current Service
			From	To	MidPoint	
A.1	Ballard, Uptown	Elliott, Mercer, 1st	15th NW/NW 85th	1st/Denny	Elliott Ave and Emerson Pl vicinity or Dravus or Mercer Pl	15, 18
A.2	Ballard	Elliott, Western, 1st	15th NW/NW 85th	1st/Denny	Elliott Ave and Emerson Pl vicinity or Dravus or Mercer Pl	15X, 17X, 18X
A.3	Magnolia	Elliott, Western, 1st	Elliott Ave/Magnolia Br	1st/Denny	N/A	19, 24, 33 [15X, 17X, 18X]
B.1	North Seattle	Aurora	Aurora Ave NW/NE 85th	Aurora/Denny (IB)	Aurora/46th or s/o Aurora Bridge	358
B.2	North Seattle	Aurora	Aurora/46th or s/o Aurora Bridge	Dexter/Denny (OB)	N/A	5, 5X, 26X, 28X [358]
B.3	Fremont	Dexter	Dexter/Westlake/Fremont	Dexter/Denny (OB)	N/A	26, 28
B.4	South Lake Union	Westlake	Dexter/Westlake/Fremont	Dexter/Denny	N/A	17
I.1	South Seattle/Burien	SR-509, E Marginal, AWV	4th/148th (Burien TC)	1st/Yesler	1st/Yesler	121, 122
I.2	South Seattle/Burien	SR-509, 4th Ave S	4th/148th (Burien TC)	4th/Yesler	N/A	123
I.3	South Seattle/Burien	Des Moines, 14th Ave, 1st Ave S	4th/148th (Burien TC)	1st/Yesler	1st/Yesler	132
J.1	West Seattle	Alaska, Avalon, WSB, 1st Ave S	Alaska Jct	1st/Yesler	Avalon/WSB	22
J.2	West Seattle	WSB, 1st Ave S	Avalon/WSB	1st/Yesler	N/A	21, 37 [22, 56]
J.3	West Seattle	Alaska, Fauntleroy, WSB/AWV	Alaska Jct	1st/Yesler	Avalon/WSB (IB)	54, 55
J.4	West Seattle	Alaska, Fauntleroy, WSB, 1st Ave S	Avalon/WSB (IB)	1st/Yesler	Fauntleroy/35th (OB)	116, 118, 119 [54, 55]
J.5	West Seattle	Ambaum, Delridge, WSB, AWV	4th/148th (Burien TC)	1st/Yesler	Delridge/Andover	120
J.6	West Seattle/Burien	Delridge, WSB, AWV	Delridge/Andover	1st/Yesler	N/A	125 [120]
J.7	West Seattle	Admiral, WSB, 1st Ave S	Admiral/California	1st/Yesler	N/A	56, 57
J.8	West Seattle	Admiral, WSB, AWV	Admiral/California	1st/Yesler	N/A	56X

Central Pathways

Primary Path Current Service

1st Ave: 15, 15X, 18, 18X, 21, 21X, 22, 56, 56X, 57

2nd Ave: 19, 24, 33, 37, 131, 132, 134, 143X, 152, 158, 159, 161, 162, 170, 175, 177, 179, 190, 191, 192, 196, 306X, 312X, 522X, 577X, 202, 210, 214, 216, 218, 550X 554X, CT Routes,

PT Routes

3rd Ave: 1, 2, 2X, 3, 4, 7, 7X, 13, 14, 17, 17X, 23, 25, 26, 26X, 27, 28, 28X, 32X, 34X, 35, 36, 39, 42, 42X, 49, 70, 5, 5X, 11, 76, 77X, 79E, 111, 114, 116, 118, 119, 121, 122, 123X, 143X,

150, 161, 304, 308, 316, 355X, 358X

4th Ave: 19, 24, 33, 37, 131, 132, 134, 143X, 152, 158, 159, 161, 162, 170, 175, 177, 179, 190, 191, 192, 196, 577X, 202, 210, 214, 216, 218, 550X 554X, CT Routes, PT Routes

5th Ave: 250, 252, 257, 260, 261, 265, 266, 268, 303X, 311, 510X, 511X, 513X, 545X

Note: Deadhead pathways not listed

GCA 5820

EXHIBIT B

ENHANCED TRANSIT SERVICES

SERVICE PHASING AND COST ESTIMATES

I. Conceptual Service Plan

Table 1 is a summary of the fixed-route service investments that are the basis for Metro Transit's cost estimates for the Work identified in Exhibit A. The cost estimate is based on the following conceptual plan ("Conceptual Service Plan") that phases in improvements and operating costs as construction activities intensify. These enhancements are planned to be implemented during regularly scheduled service changes, typically occurring in February, June and September of any calendar year. A more detailed service plan, an Enhanced Transit Service Proposal ("ETS Proposal"), will be provided in advance of each service change consistent with the Scope of Work (Exhibit A).

Table 1. Conceptual Service Plan

Year	Tentative phasing of service investment actions	Total budget hours of service	Maximum coaches in service
2009	New peak service on routes to Delridge, North Seattle (+); added operations costs for travel time delay (+); added operations costs for travel time delay (+).	1,500-2,500	5
2010	Add new peak service in West Seattle (+); implement RapidRide service frequency in West Seattle (+); additional peak trips primarily in West Seattle/Burien; added operations costs for travel time delay (+).	24,000-26,000	25
2011	Implement West Seattle RapidRide (-); add trips to North Seattle, Ballard (+); added operations costs for travel time delay (+)	56,000-60,000	43

2012	Implement Ballard RapidRide (-); phase out peak-period service adds commensurate with viaduct project (-); phase out added operations cost as travel time delay caused by construction attenuate (-).	56,000- 60,000	43
2013	Terminate remaining trip adds at February 2013 service change date (-); eliminate travel time delay adds by Jun 2013 (-)	4,000- 6,000	3

+ indicates action increases WSDOT costs

- indicates action decreases WSDOT costs

II. Costing Methodology and Initial Estimates

This section outlines Metro Transit's costing methodology and initial cost estimates for mitigation bus service for the State in connection with construction of the Projects during the period of September 2009 – June 2013.

As set forth below, the cost estimate includes two parts: bus service operation costs and vehicle use costs. The bus service operating costs are dependent upon the hours of bus service required as applied to the specified hourly rate. The vehicle use costs were developed to cover incremental costs associated with purchasing vehicles sooner than previously planned to meet the service requirements outlined in this Agreement. Each of these elements is discussed below. Metro Transit will procure thirty (30) vehicles earlier than previously planned to meet the requirements of the Conceptual Service Plan. In addition to these 30 vehicles, Metro will extend the useful life of potentially up to thirteen (13) vehicles to meet the extra demand created from the Conceptual Service Plan.

A. Bus Service Operation Cost

Metro Transit has a policy that requires 'full cost recovery' for bus service that is provided under contract with other entities. In order to develop the cost, Metro Transit uses a cost allocation model that has been in place at Metro Transit since 2005 and is used currently for costing services as well as reporting costs to the National Transit Database.

The cost allocation model is developed twice a year – first reflecting Metro Transit's budget for the year and second to reflect the actual costs expended during the year. The cost allocation model comprises a set of cost allocation procedures that are applied to input data, the principle inputs being costs for individual cost centers in Metro Transit's organization, and various measures for the amount of service operated (e.g. vehicle hours) for the year being considered. The result of the cost allocation model is a rate for each type of vehicle operated by Metro Transit.

For the mitigation bus service operations provided pursuant to this Agreement, Metro Transit will charge the rate associated with 60' articulated, hybrid vehicles – regardless of the vehicle actually used to operate the service. The standard 60' hybrid rate will be adjusted downward to exclude any services that are funded by other existing revenue streams as well as identifiable costs for services unrelated to the Work. Based on the current 2008 model, the adjusted rate per hour for the standard 60' hybrid would be \$120.78 per hour. A detailed breakdown of this rate is attached hereto as Attachment 1.

The actual rate used at the implementation of service in September, 2009 will be adjusted to reflect costs included in the 2009 projected budget. The rate for each subsequent year will then be adjusted as provided for in this Agreement.

Based on the Conceptual Service Plan, potential adjustments to that plan as described in this Agreement and assuming some projected cost growth, the bus service operation cost is estimated at between \$20,638,000 to \$24,766,000 for the time period from September 2009 to June 2013. Metro Transit may request an adjustment of the rate once each year if there are unexpected cost increases during a year that require reexamining the cost of the service (e.g., significant changes in the cost of diesel fuel).

B. Vehicle Use

In order to provide the service levels contemplated in the mitigation program provided for in Exhibit A, Metro Transit will need to acquire additional buses to supplement its current fleet.

Metro Transit routinely replaces buses at the end of their useful lives. The current fleet of 60' articulated coaches is scheduled for replacement starting in 2011. This presents an opportunity to provide vehicles for the viaduct service both cost effectively, and without permanently increasing the size of the fleet.

To meet the vehicle requirements associated with the levels of service identified in the mitigation program, Metro Transit will procure thirty (30) vehicles two (2) years earlier than currently planned under its vehicle replacement plan. Rather than charge the State for the full cost of these buses, Metro Transit will bill the State a charge for a vehicle use that includes two parts:

- 1) Reimbursement of lost interest resulting from early replacement; and
- 2) A usage fee reflecting the fact that the vehicles will not be new when they are available for general transit service and have higher maintenance costs than would otherwise be anticipated if the vehicles were new.

With regard to the lost interest charge, the interest cost is based on the difference between when Metro Transit actually purchases the vehicles in the Summer of 2009 and 2010 and when Metro Transit otherwise planned to purchase the vehicles in 2011. Metro Transit

calculates this cost to be \$2,142,233.00. A detailed breakdown of this interest cost calculation is attached hereto in Attachment 2.

As to the usage fee, the fee is proposed to be charged based on how many of the proposed thirty (30) vehicles are in service at each Service Change Date during the period of the Agreement. Vehicle usage ranges from five (5) to thirty (30) as the service is ramping up and ramping down. For the period of the Agreement this cost would total \$2,769,950.00. A detailed breakdown of this usage fee calculation is attached hereto in Attachment 2.

The total of lost interest and usage fee is set at \$4,912,183.00 for the period of the mitigation program. Said fee would be evenly charged to all billing cycles, up to twelve (12) quarterly invoices or forty-five (45) monthly invoices. Except as noted below, the vehicle use fees are a lump sum amount that are not subject to change over the life of the Agreement. Should for any reason, Metro Transit purchase less than the anticipated 30 new buses discussed above, both the usage fee and interest fee shall be adjusted on a pro-rata basis to reflect the actual number of buses purchased.

**King County Metro Transit
Breakdown of 60' Hybrid Cost per Hour (with exclusion)
For year 2008, based on Metro Transit's 2008/2009 adopted budget**

**Breakdown per National Transit Database Expenditure Categories:
(Omits tunnel operations)**

	Cost per hour
Operator Wages & Salaries (1)	\$ 34.51
Other Wages & Salaries	\$ 25.19
Benefits	\$ 29.01
Total Wages & Benefits	\$ 88.71
Fuel & Lubricants	\$ 10.82
Parts & Materials	\$ 5.63
Services (includes services from KC)	\$ 11.57
Insurance	\$ 2.21
Other	\$ 3.14
Subtotal	\$ 122.08
Less services funded by other sources	\$ 1.30
Total	\$ 120.78

(1) wages and salaries include time loss benefits rather than as 'benefits'; detail not available in budget

**Breakdown per National Transit Database Functional Categories:
(Omits tunnel operations)**

	Cost per hour
Vehicle Operations	\$ 73.34
Vehicle Maintenance	\$ 22.39
Non-Vehicle Maintenance	\$ 6.82
General Administrative	\$ 19.53
Subtotal	\$ 122.08
Less services funded by other sources	\$ 1.30
Total	\$ 120.78

King County Metro Transit
Initial Vehicle Use Cost Calculations

Underlying Cost Inputs (Based on Metro Transit 2008/2009 adopted budget; subject to change)

Coach Procurement		Treasury Rates	
Delivery Year	Cost per coach (P)	Standard Vehicle Life (in Months) (L)	Year
2009	\$957,000	144	2009
2010	\$990,495	144	2010
			2011
			2012
			2013
<i>(Inclusive of all on-board systems costs)</i>			
			Annual (AI)
			Monthly
			4.90%
			0.3994%
			4.80%
			0.3915%
			5.10%
			0.4154%
			5.10%
			0.4154%

Bus Usage Fee

Service Change	Months (M)	Coaches ⁽¹⁾ (V)	Coach Cost ⁽²⁾⁽³⁾ (C)	Usage Fee ⁽⁴⁾ (= C / L * M)
Sep-09	4.5	5	4,785,000	149,531
Feb-10	4	5	4,785,000	132,917
Jun-10	3.5	15	14,355,000	348,906
Sep-10	4.5	24	23,269,455	727,170
Feb-11	4	26	25,250,445	701,401
Jun-11	3.5	39	29,212,425	710,024
Sep-11	4.5	43	29,212,425	
Feb-12	4	39	29,212,425	
Jun-12	3.5	39	29,212,425	
Sep-12	4.5	18	17,326,485	
Feb-13	4	4	3,828,000	
Pay for up to 30 total buses				\$2,769,950

Bus Lost Interest Charge

Purchase / Delivery Date	Quantity (Q)	Cumulative Fleet Expense (F = Q * P)	Months (M1)	Total Expense Based Interest (= F * M1 * AI / 12 months)	Comment
Jun-09	15	\$14,355,000	6	351,698	for period 7/1/2009-12/31/2009
	0	\$14,355,000	6	344,520	for period 1/1/2010-6/30/2010
Jun-10	15	\$29,212,425	6	701,098	for period 7/1/2010-12/31/2010
	0	\$29,212,425	6	744,917	for period 1/1/2011-6/30/2011
			Total	2,142,233	Total Interest Expense

1) Coach assumptions are per the Conceptual Service Plan developed by Metro Service Development Section
 2) Total Coach Cost is limited to the 30 coaches that KC would buy early (regardless of how many coaches are used to provide service.)
 3) The formula provides the following: When Vehicles (V) is 15 or less, multiply V by the 2009 procurement price (P2009); when V is less than 30 but greater than 15, multiply 15 by P2009 plus (V-15) multiplied by P2010. For 30 or more vehicles, C is defined by 15 vehicles procured at P2009 and 15 vehicles procured at P2010. This reflects footnote 2.
 4) Usage fee is used to estimate maintenance costs between a new and a used vehicle and is included to recognize that vehicles will be 'used' when returned for basic service

AGREEMENT GCA 5864
between the
Washington State Department of Transportation
and the
King County Department of Transportation, Metro Transit Division
for an
Expanded Bus Monitoring Project
As an Element of the Early Safety and Mobility Projects of the
Alaskan Way Viaduct and Seawall Replacement Program

THIS EXPANDED BUS MONITORING PROJECT AGREEMENT (the "Agreement"), is entered into by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the State of Washington, by and through its Department of Transportation (the "State"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, the Alaskan Way Viaduct ("AWV") is a part of SR 99, a managed access highway, which serves as a primary north-south route to and through downtown Seattle, carrying approximately 110,000 vehicles per day; and

WHEREAS, the Alaskan Way Seawall (the "Seawall") supports the Alaskan Way surface street and a variety of utilities and also provides lateral support for some of the foundations of the AWV; and

WHEREAS, both the AWV and the Seawall require improvements to protect public safety and maintain the transportation corridor; and

WHEREAS, the State, the County, and the City of Seattle, in conjunction with the Federal Highway Administration, have committed to a partnership approach to resolving issues and implementing improvements for replacing and/or repairing the AWV and the Seawall (the "AWV Program"); and

WHEREAS, pursuant to Chapter 518 Section 305 of the Session Laws of 2007 the State is authorized to proceed with the design and construction of a series of projects, which are known as the Early Safety and Mobility Projects (the "Projects" or "Moving Forward Projects"), while the agencies referenced above work together to determine the solution for the Central Waterfront portion of the AWV Program; and

WHEREAS, some of the Projects will have construction impacts that directly affect all of the users of the highway; and

WHEREAS, construction disruptions on the SR 99 corridor will, if left unmitigated, also impact users of other nearby city streets and I-5; and

WHEREAS, in addition to implementing measures to avoid and/or mitigate construction related delays and impacts, providing safe travel through construction work zones has long been a primary goal of the State; and

WHEREAS, construction disruptions directly impact transit operators, such as Metro Transit, and their riders, resulting in higher cost of operations for transit operators, and degradation of service for transit users; and

WHEREAS, the Parties have developed a comprehensive program of strategies and actions designed to maintain the movement of people and goods during construction and implementation of the Projects; and

WHEREAS, the State desires to have Metro Transit implement said strategies and actions due to its experience and familiarity with delivering public transportation and services within the areas of construction impact; and

WHEREAS, in order to accurately assess the impacts of AWV construction activities on transit performance, the Parties agree that the Projects should include an expanded bus monitoring system that will provide data about transit performance before, during and after the implementation of the AWV Program; and

WHEREAS, the enhanced bus monitoring system will provide data about transit travel time and transit schedule reliability that will assist Metro Transit to identify the necessary additional transit services that will be provided as a component of one of the other Projects.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits A (Scope of Work) and B (Cost Estimate), which are incorporated herein and made a part hereof by this reference, the sufficiency of which consideration is acknowledged, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. PURPOSE

1.1 The purpose of this Agreement is to implement an expanded bus monitoring system as specified with particularity in Exhibit A, Scope of Work (the "Work"), in order to obtain additional data about transit performance before, during and after implementation of the Projects to better inform the Parties' decision making about what additional transit services will be offered during implementation of the AWV Program.

2. DUTIES AND RESPONSIBILITIES

2.1 **Implementation of Expanded Bus Monitoring Program.** Metro Transit will be responsible for performing the Work. This will entail the design and implementation of an expansion of the existing bus monitoring facilities, as described more fully in Exhibit A. Metro Transit will make data obtained from this system available for use by the Parties to assess the impacts of AWV related construction projects on transit service and to support decision making about where additional transit service should be provided as part of the AWV Program mitigation efforts.

2.2 **Monetary Contribution.** The State will be responsible for reimbursing Metro Transit for the costs incurred by Metro Transit in performing the Work pursuant to this Agreement. The State shall reimburse Metro Transit for its performance of the Work in accordance with the payment and billing provisions set forth at Section 3 of this Agreement.

3. PAYMENT AND BILLING

3.1 **Payment.** The Parties have estimated that the cost of Metro Transit's performing the Work under the Agreement will not exceed Five Hundred Forty-Four Thousand, Four Hundred and Fifty-Six Dollars (\$544,456.00) (the "Reimbursement Cap"). The State's payment to Metro Transit of Metro Transit's satisfactory performance of the Work shall not exceed this amount; provided, however, that should the Reimbursement Cap be reached, Metro Transit shall have no further obligation to perform any Work pursuant to this Agreement. The State shall not pay for any Work prior to the performance of the Work.

A cost estimate for the Work to be performed by Metro Transit pursuant to this Agreement is set forth in Exhibit B.

3.2 Invoices and Billing. Partial payments to Metro Transit shall be made by the State throughout the term of this Agreement, upon receipt of detailed billing invoices from Metro Transit. Reimbursement is subject to the submission to and approval by the State of appropriate invoices, reports, and financial summaries as reasonably requested by the State. The State's approval of invoices shall not be unreasonably withheld. Billings shall not be more frequent than one (1) per month and no less than one (1) per quarter.

The State shall make payment to Metro Transit for the Work performed by Metro Transit pursuant to the Agreement within thirty (30) calendar days of receipt of an appropriate billing invoice from Metro Transit.

Metro Transit will submit a final billing to the State within ninety (90) calendar days after the effective date of termination of this Agreement. Any requests for billing received ninety (90) calendar days after the effective date of termination of this Agreement will not be eligible for reimbursement.

3.3 Reimbursement of Pre-Termination Costs Incurred. In the event of termination pursuant to the provisions of Section 6 (Termination) of this Agreement, the State shall reimburse Metro Transit for allowable costs incurred under this Agreement, which Metro Transit has incurred up to and including the effective date of termination. Metro Transit shall promptly submit any such claim for reimbursement to the State.

4. REPORTS

4.1 Metro Transit shall advise the State regarding the progress of the Work at such time and in such manner as the State may reasonably require. Metro Transit shall keep satisfactory written records with regard to the Work performed under the Agreement, and shall submit reports in a form prescribed and requested by the State.

4.2 Metro Transit shall collect and submit, at such times as the State may reasonably require, such financial statements, data, records, contracts, and other documents related to the Work as may reasonably be deemed necessary by the State.

5. DATA RIGHTS

The County will retain all rights, title and interest (including all intellectual property rights) held by the County or the State, but not held by any third party, in all work reduced to writing or fixed in any media; including reports, articles, photographs, recordings, data computer programs and related documentation, produced solely by Metro Transit under this Agreement.

The County grants the State a non-exclusive, irrevocable, royalty-free license to reproduce, translate, publish, and use all work reduced to writing or fixed in any media; including reports, articles, photographs, recordings, data computer programs and related documentation produced solely by Metro Transit pursuant to this Agreement where the County has retained all rights, title and interest (including all intellectual property rights) or where the County has authority to authorize such use and where the rights, title and interest (including all intellectual property rights) are not held by a third party.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

6.1 This Agreement shall take effect when it is signed by both Parties and will remain in effect through December 31, 2012 unless earlier terminated pursuant to the terms of this Agreement.

7. TERMINATION

7.1 **Termination for Default.** Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement. Pursuant thereto the State may terminate this Agreement for the following reasons, including but not limited to, if Metro Transit:

- A. Takes any action pertaining to this Agreement without the approval of the State, which under the provisions of this Agreement would have required the approval of the State;
- B. Fails to make reasonable progress on the Work or other violation of this Agreement that endangers substantial performance of the Work.

The Parties shall serve written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.1 setting forth in detail the reasons for such termination. The Party receiving said notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of said notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

7.2 **Termination for Convenience.** Either Party may terminate this Agreement for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.2 shall be provided to the other Party not less than one hundred and twenty (120) calendar days prior to the effective date of termination. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:

- A. The requisite State funds become unavailable through failure of appropriation or otherwise;
- B. The State determines, in its sole discretion, that the continuation of the Work would not produce beneficial results commensurate with the further expenditure of funds;
- C. Metro Transit is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
- D. Metro Transit is prevented from proceeding with the Work by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than Metro Transit.

7.3 **County Funding and Termination for Non-appropriation.** Performance of any tasks undertaken by Metro Transit pursuant to this Agreement in advance of receiving reimbursement by the State beyond the County's current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work provided for in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.

8. AMENDMENTS

8.1 Either Party may request changes to the provisions contained in this Agreement. Changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized

12. LEGAL RELATIONS

12.1 **No Third Party Beneficiaries.** It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

12.2 **No Partnership or Joint Venture.** No joint venture, agent-principal relationship or partnership is formed as a 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.

12.3 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12.4 **Jurisdiction and Venue.** To the extent allowed by law, the King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

12.5 **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.

12.6 **Severability.** If any provision of this Agreement is 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.

12.7 **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. 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.

12.8 **Assignment.** Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

12.9 **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.

12.10 **Rights and Remedies.** Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

12.11 **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.

12.12 **Survival.** The provisions of this Section 11 (Legal Relations) shall survive any termination of this Agreement.

13. FORCE MAJEURE

13.1 Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its

control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the State to make payment to Metro Transit for the expenses of Work properly incurred under this Agreement prior to an event determined to have been caused by force majeure or eliminate the obligation of Metro Transit to perform the Work, or any portion of the Work, under the Agreement that Metro Transit can perform during or following the occurrence of the force majeure event.

14. RECORDS RETENTION AND AUDIT

14.1 During the progress of the Work and for a period not less than six (6) years from the date of final payment by the State, the records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State, King County and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the Work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

15. COMPLIANCE WITH APPLICABLE LAWS

15.1 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.

15. EXECUTION OF AGREEMENT – COUNTERPARTS

15.1 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 as of the latest date written below.

KING COUNTY, DEPARTMENT OF
TRANSPORTATION, METRO TRANSIT
DIVISION

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By _____

By _____

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print) _____

By Elizabeth Lagerberg
Assistant Attorney General

Title _____

Date

Date

Exhibit A – Scope of Work for Expanded Bus Monitoring System

Overview

The Expanded Transit Travel Time Monitoring Project will improve and automate analyses of transit travel time and schedule reliability for key routes in the regional transit network within King County. In specific, this system will support the monitoring of the transit routes and pathways that will be primarily impacted by Alaskan Way Viaduct closure and construction. The project will build on the existing Automatic Vehicle Location (AVL) system, currently in use throughout the King County Metro fixed-route system, and the Automatic Vehicle Identification (AVI) system currently in use in the Seattle Central Business District (CBD). The AVI systems will be expanded to improve coverage and overall monitoring capabilities. Software tools will be developed to better integrate data available from the AVL system with the expanded AVI system.

Objectives

The Expanded Bus Monitoring Project will be designed to fulfill the following objectives:

1. To establish baseline transit travel times before Alaskan Way Viaduct construction and to continue to monitor travel time during the closure/construction period.
2. To measure transit reliability along key transit routes and key transit corridors, before, during, and after construction of the Alaskan Way Viaduct Program.
3. To allow for the monitoring of other transit routes in the CBD, especially during an event such as an emergency tunnel closure.
4. To augment the existing CBD monitoring system to make it more useful as a monitoring and planning tool.

Key Routes and Route Paths

The Expanded Travel Time Monitoring Project will support travel time monitoring along all the key transit pathways to and from the Seattle CBD. See Attachment 1. The monitoring system will be designed to monitor travel time along current route patterns on all the key transit paths to and from the Seattle CBD. A subset of these route patterns have been identified as transit routes that are most likely to be impacted by Alaskan Way Viaduct for purpose of potential investments in schedule maintenance. See Attachment 2. Data from the Expanded Travel Time Monitoring Project will be used to inform decisions about future schedule maintenance investments on these transit routes as well as other investments to augment capacity and service levels.

Project Elements

The project will encompass three major work efforts, as described below.

Seattle CBD AVI System Expansion

A set of 17 AVI readers was previously installed in the core CBD area, as part of a Monitor and Maintain project related to the 2-year Downtown Seattle Transit Tunnel closure. These initial readers will continue to serve an important role during the Alaskan Way Viaduct demolition and construction projects. The Expanded Travel Time Monitoring project will build on this existing CBD system by adding up to 28 additional readers the monitoring system to provide AVI coverage primarily between Spokane Street and Denny Way. The expanded system will also attempt to resolve limitations with the existing system of AVI readers by re-locating some installations to improve the quality or usefulness of the data that is collected. The placement of all new AVI installations will need to be based on existing transit routings but to the maximum extent possible, these installations will be sited so as to anticipate and provide coverage for potential routing adjustments in the future that are being contemplated.

AVL Time Point Evaluation

Outside the area that will be covered with new or existing AVI readers, AVL data will be relied upon for monitoring purposes. Based on the list of key route paths that are to be monitored, the existing AVL time point locations will be evaluated to determine if they support accurate travel time measurements of the intended route segments. If problems are identified, then King County Metro staff in the Speed and Reliability unit will work with Scheduling unit to either modify the time points or re-fine the route segment definition. This effort to modify existing time points may need to be implemented over several service changes. If it is determined that existing time points cannot be adjusted to permit reliable travel time monitoring, then additional AVI readers may need to be installed in specific locations to provide the required coverage.

Develop Advanced AVL and AVI Reporting Tool

New software tools will be developed to query the AVL and AVI databases and present the results in a meaningful format. Desired features include: AVI log matching; automatic removal of outlying data; travel time and reliability measures of effectiveness by route, segment, and time period (AM Peak, Midday, PM Peak, and other periods as may be defined); graphical output; and comparisons between service change periods or for other reporting periods that may be of interest.

Reporting

The system will be designed so that automated reports can be generated on a regular basis; and at least once per service change, or as needed for other specific purposes. Reports will be generated in a timeframe that allows schedule planning staff to consider the results prior to the schedule load for any subsequent service change. Reports will include the following information:

- Average Travel Time for selected roadway segments and impacted routes (AM, MD, PM).
- Reliability of travel time (25th and 75th percentile running times).
- Comparison with previous service change and baseline conditions.
- Summary/conclusions commentary.

Project Schedule

Finalize design of AVI installations -new and relocated: 4th Quarter 2008

Procure, install and integrate AVI installations: 1st Quarter 2009

Complete development of monitoring tools: 4th Quarter 2009

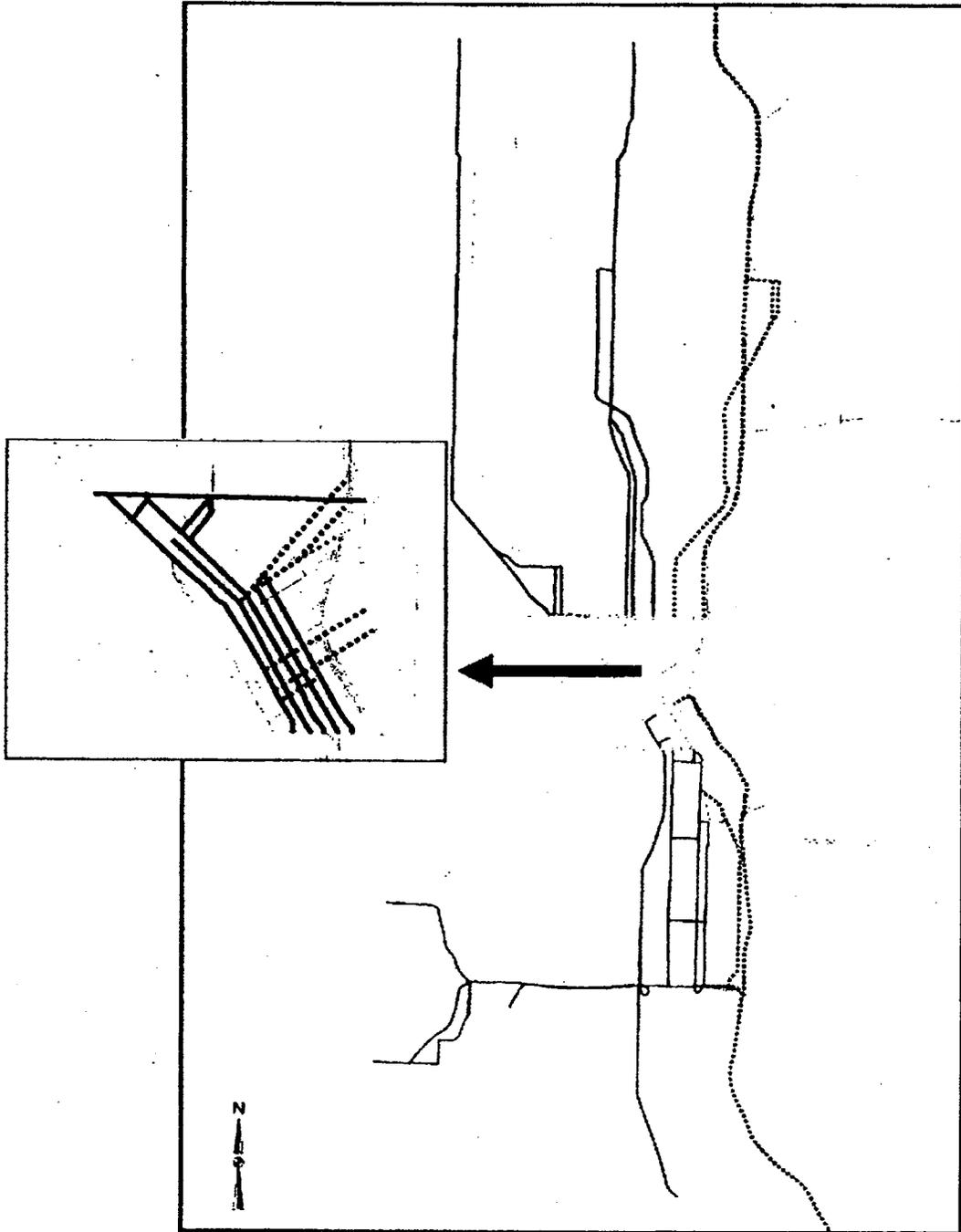
Complete AVL timepoint evaluation: 3rd Quarter 2009

System testing and integration: 1st/2nd Quarter 2009

System activation: 2nd Quarter 2009

Reporting: Ongoing for the Duration of the Alaskan Way Viaduct Program

Attachment 1: Key Transit Pathways to/from Seattle CBD



3:11/2008

Attachment 2: Transit Routes Impacted by Alaskan Way Viaduct Program

Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)

Pathway	Market Coverage	Access/Egress Central CBD via	Travel Time Segment		Current Service Primary (overlap)
			From	To	
A.1	Ballard, Uptown	Elliott, Mercer, 1st	15th NW/NW 85th	1st/Denny or Dravus or Mercer Pl or Dravus or Mercer Pl or Dravus or Mercer Pl	15, 18 15X, 17X, 18X 19, 24, 33 [15X, 17X, 18X]
A.2	Ballard	Elliott, Western, 1st	15th NW/NW 85th	1st/Denny	15X, 17X, 18X
A.3	Magnolia	Elliott, Western, 1st	Elliott Ave/Magnolia Br	1st/Denny	19, 24, 33 [15X, 17X, 18X]
B.1	North Seattle	Aurora	Aurora Ave NW/ NE 85th	Aurora/Denny (IB) Dexter/Denny (OB)	358
B.2	North Seattle	Aurora	Aurora/46th or s/o Aurora	Aurora/Denny (IB)	5, 5X, 26X, 28X [358]
B.3	Fremont	Dexter	Bridge	Dexter/Denny (OB)	26, 28
B.4	South Lake Union	Westlake	Dexter/Westlake/Fremont Dexter/Westlake/Fremont	Dexter/Denny Dexter/Denny	17
I.1	South Seattle/Burien	SR-509, E Marginal, AWV	1st/E Marginal	1st/Seneca (IB) 1st/Columbia (OB)	121, 122
I.2	South Seattle/Burien	SR-509, 4th Ave S	Michigan/Marginal	4th/Yesler	123
I.3	South Seattle/Burien	Des Moines, 14th Ave, 1st Ave S	1st/E Marginal	1st/Yesler	132
J.1	West Seattle	Alaska, Avalon, WSB, 1st Ave S	Alaska Jct	1st/Yesler	22
J.2	West Seattle	WSB, 1st Ave S	Avalon/WSB	1st/Yesler	21, 37 [22, 56]
J.3	West Seattle	Alaska, Fauntleroy, WSB/AWV	Alaska Jct Avalon/WSB (IB)	1st/Seneca (IB) 1st/Columbia (OB)	54, 55
J.4	West Seattle	Alaska, Fauntleroy, WSB, 1st Ave S	Fauntleroy/35th (OB)	1st/Yesler	116, 118, 119 [54, 55]
J.5	West Seattle/Burien	Delridge, WSB, AWV	Delridge/Andover	1st/Seneca (IB)	125, 120
J.6	West Seattle	Admiral, WSB, 1st Ave S	Admiral/California	1st/Columbia (OB)	56, 57
J.7	West Seattle	Admiral, WSB, AWV	Admiral/California	1st/Seneca (IB) 1st/Columbia (OB)	56X

Central Pathways

Primary Path Current Service

1st Ave: 15, 15X, 18, 18X, 21, 21X, 22, 56, 56X, 57

2nd Ave: 19, 24, 33, 37, 131, 132, 134, 143X, 152, 158, 159, 161, 162, 170, 175, 177, 179, 190, 191, 192, 196, 306X, 312X, 522X, 577X, 202, 210, 214, 216, 218, 550X 554X, CT Routes,

PT Routes

3rd Ave: 1, 2, 2X, 3, 4, 7, 7X, 13, 14, 17, 17X, 23, 25, 26, 26X, 27, 28, 28X, 32X, 34X, 35, 36, 39, 42, 42X, 49, 70, 5, 5X, 11, 76, 77X, 79E, 111, 114, 116, 118, 119, 121, 122, 123X, 143X,

150, 161, 304, 308, 316, 355X, 358X

4th Ave: 19, 24, 33, 37, 131, 132, 134, 143X, 152, 158, 159, 161, 162, 170, 175, 177, 179, 190, 191, 192, 196, 577X, 202, 210, 214, 216, 218, 550X 554X, CT Routes, PT Routes

5th Ave: 250, 252, 257, 260, 261, 265, 266, 268, 303X, 311, 510X, 511X, 513X, 545X

Note: Deadhead pathways not listed

Exhibit B – Cost Estimate

<u>Unit Costs</u>		<u>Assumptions</u>
Hardware cost per new AVI Reader:	\$12,500	AVI reader w/ two antennas, plus spread spectrum equipment.
Installation cost per new AVI Reader:	\$1,250	Electrical contractor, install new reader or modify existing.
Power connection:	\$10,000	Locations requiring significant re-wiring (25% of locations)
Phone drop:	\$1,000	Assume 4 phone drops required.
System Integration per reader:	\$2,000	Fine-tuning/testing antennas, troubleshooting communication, central server modifications.
Inspection Services, per location	\$500	King County Design & Construction Staff

<u>Item</u>	<u>Qty.</u>	<u>Cost</u>
New Readers,		
Hardware:	20	\$250,000
Installation:	25	\$31,250
Power connections:	5	\$50,000
Phone drops:	4	\$4,000
Inspection Services	25	\$12,500
System Integration:	25	\$50,000
<hr/>		
Construction costs:		\$397,750
Project Management		\$ 3,092
Design	15%	\$59,663
Permits	5%	\$19,888
Traffic control	5%	\$19,888
<hr/>		
Total		\$497,188
Contingency	10%	\$49,719
<hr/>		
Grand Total		\$550,000

AGREEMENT
GCA 5865

Between
The King County Department of Transportation, Metro Transit Division
and
The Washington State Department of Transportation

for
SR 99: Alaskan Way Viaduct and Seawall Replacement Program
Alaskan Way Viaduct Stage 1 South Holgate to South King Project
Construction Mitigation Assistance –
Moving Forward Project 6 –
Initial Transit Enhancements and Other Improvement Projects
South End Transportation Demand Management
Downtown Transportation Demand Management

This Transportation Demand Management Agreement (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the Washington State Department of Transportation, (hereinafter the "State"), either of which entity may be referred to hereinafter individually as the "Party" or collectively as the "Parties."

WHEREAS, the Alaskan Way Viaduct (AWV) is a part of SR 99, a non-limited access highway, which serves as a primary north-south route to and through downtown Seattle, carrying approximately 110,000 vehicles per day; and

WHEREAS, the Alaskan Way Seawall supports the Alaskan Way surface street and a variety of utilities and it also provides lateral support for some of the foundations of the AWV; and

WHEREAS, both the AWV and the Seawall require improvements to protect public safety and maintain the transportation corridor; and

WHEREAS, the State, County and City of Seattle, in conjunction with the Federal Highway Administration, have formed a partnership approach to resolving issues and implementing improvements for replacing and/or repairing the AWV and the Seawall (the "AWV Program"); and

WHEREAS, pursuant to Chapter 518 Section 305 of the Session Laws of 2007 the State is authorized to proceed with the design and construction of a series of projects, which

are known as the Early Safety and Mobility Projects (the “Projects” or “Moving Forward Projects”), while the agencies referenced above work together to determine what the solution will be in the Central Waterfront portion of the AWW Program; and

WHEREAS, one of the Projects is known as “Transit Enhancements and Other Improvements” and includes, but is not limited to, increased transit service (“Enhanced Transit Services”), improvements to arterials, bus lanes, signals, and transit trip information and dissemination, and implementation of Transportation Demand Management (“TDM”) and traffic management strategies, all of which are intended to help manage and mitigate traffic congestion during AWW related construction; and

WHEREAS, the remaining Projects will have construction impacts that directly affect highway users; and

WHEREAS, construction disruptions on the SR 99 corridor will also affect users of other nearby city streets and I-5; and

WHEREAS, in addition to implementing measures to avoid and/or mitigate construction related delays and impacts, providing safe travel through construction work zones has long been a primary goal of the State; and

WHEREAS, the Parties have developed an initial program of strategies and actions designed to maintain the movement of people and goods during construction and implementation of the Projects; and

WHEREAS, Metro Transit has developed a program of TDM strategies and actions designed to improve system efficiency and the State believes this program could be effectively applied to help reduce traffic congestion on SR 99 and adjacent facilities during the State’s construction of the Alaskan Way Viaduct Stage 1 South Holgate to South King Project; and

WHEREAS, the State desires to have Metro Transit aid in the development and implementation of said strategies and actions due to its experience and familiarity with delivering TDM services within the areas impacted by construction activities of the Alaskan Way Viaduct Stage 1 South Holgate to South King Project; and

WHEREAS, Metro Transit is authorized to perform such tasks and has sufficient appropriations authority and/or spending authority within its appropriated budget to engage in such activities in advance of the State reimbursing Metro Transit for the tasks it undertakes pursuant to this Agreement;

NOW THEREFORE, pursuant to RCW 39.34.085 and in consideration of the terms, conditions, and mutual covenants set forth herein, as well as in the attached Exhibits A and B, which are incorporated herein and made a part hereof by this reference, the sufficiency of which consideration is hereby acknowledged, the Parties hereto agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to implement the TDM outreach tasks specified in the detailed Scope of Work set forth at Exhibit A, hereinafter the "Work," which Work is intended to help improve system efficiency on SR 99 and adjacent facilities within the geographic boundaries of the Alaskan Way Viaduct Stage 1 South Holgate to South King Project during its construction and to establish a method for Metro Transit to invoice the State and to be reimbursed for the costs associated with the performance of this Work.

2. DUTIES AND RESPONSIBILITIES

2.1 **Provision of Transportation Demand Management.** Metro Transit shall perform the Work described in Exhibit A.

2.2 **Reimbursement of Costs.** In accordance with the payment and billing provisions set forth in Section 3 of this Agreement, the State will reimburse Metro Transit for the allowable costs of the Work performed pursuant to this Agreement.

3. PAYMENT AND BILLING

3.1 **Payment.** The State will reimburse Metro Transit for the full actual direct and related indirect costs associated with Metro Transit's performance of the tasks undertaken pursuant to this Agreement, and will not exceed a maximum amount of One Million, Seven Hundred Seven Thousand, Six Hundred Twelve Dollars (\$1,707,612) the "Reimbursement Cap;" provided, however, that should this reimbursement cap be reached, Metro Transit shall have no further obligation to perform any tasks pursuant to this Agreement. Additionally, the funds used by the State to reimburse the County shall include sufficient non-federal monies to match the Federal Transit Administration (FTA) grant-funded contributions that will be provided by the County pursuant to this Agreement.

The State shall not pay for any Work prior to the performance of the Work.

An estimate of the cost for Work to be performed by the County pursuant to this Agreement is shown in Exhibit A.

3.2 **Federal Funding.** The State shall pay the County for all costs incurred in performing the Work pursuant to this Agreement.

As a consequence of the anticipated receipt of federal funding in support of the Work to be undertaken pursuant to this Agreement, certain federal contracting requirements may be applicable to this Agreement. Such federal requirements are set forth at Exhibit B.

3.3 **Invoices and Billing.** Partial payments to Metro Transit shall be made by the State throughout the term of this Agreement, upon receipt of detailed billing invoices from Metro Transit. Reimbursement is subject to the submission to and approval by the State of appropriate invoices, reports, and financial summaries as reasonably requested by the State. Metro Transit shall support all costs associated with the Work with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. Billings shall not be more frequent than one (1) per month and no less than one (1) per quarter, with the first billing set to occur no earlier than thirty (30) calendar days from the execution of this contract.

The State agrees to make payment for the Work done by Metro Transit within thirty (30) calendar days from receipt of an appropriate billing invoice from Metro Transit.

Metro Transit will submit a final billing to the State within ninety (90) calendar days after the effective date of termination of this Agreement. Any requests for billing received ninety (90) calendar days after the effective date of termination of this Agreement will not be eligible for reimbursement.

3.4 **Reimbursement of Pre-Termination Costs Incurred.** In the event of termination pursuant to the provisions of Section 6 (Termination) of this Agreement, the State shall reimburse Metro Transit for allowable costs incurred under this Agreement, which Metro Transit shall promptly submit any such claim for reimbursement to the State.

4. **REPORTS**

4.1 Metro Transit shall advise the State regarding the progress of the Work at such time and in such manner as the State may reasonably require. Metro Transit shall keep satisfactory written records with regard to the Work performed under the Agreement, and shall submit reports in a form prescribed and requested by the State.

4.2 Metro Transit shall collect and submit, at such times as the State may reasonably require, such financial statements, data, records, contracts, and other documents related to the Work as may reasonably be deemed necessary by the State.

5. EFFECTIVE DATE AND TERM OF AGREEMENT

5.1 This Agreement is effective upon execution by both Parties and will remain in effect through June 30, 2013 unless otherwise amended or earlier terminated by either Party pursuant to the terms of this Agreement.

6. TERMINATION

6.1 **Termination for Default.** Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement. Pursuant thereto the State may terminate this Agreement for the following reasons, including but not limited to, if Metro Transit:

1. Takes any action pertaining to this Agreement without the approval of the State, which under the provisions of this Agreement would have required the approval of the State;
2. Fails to make reasonable progress on the Work or other violation of this Agreement that endangers substantial performance of the Work.

The Parties shall serve written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.1 setting forth in detail the reasons for such termination. The Party receiving said notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of said notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

6.2 **Termination for Convenience.** Either Party may terminate this Agreement for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 6.2 shall be provided to the other Party not less than one hundred and twenty (120) calendar days prior to the effective date of termination. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:

1. The requisite State funds become unavailable through failure of appropriation or otherwise;
2. The State determines, in its sole discretion, that the continuation of the Work would not produce beneficial results commensurate with the further expenditure of funds;

3. Metro Transit is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. Metro Transit is prevented from proceeding with the Work by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than Metro Transit.

6.3 County Funding and Termination for Non-appropriation. Performance of any tasks undertaken by Metro Transit pursuant to this Agreement in advance of receiving reimbursement by the State beyond the County's current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work provided for in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.

7. AMENDMENTS

7.1 Either Party may request changes to the provisions contained in this Agreement. Changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. 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.

8. NOTIFICATION AND IDENTIFICATION OF CONTACTS

8.1 **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 Section 8.2 of this Agreement unless otherwise indicated by the Parties.

8.2 Contact Persons and Addresses.

For State: Stan Suchan
Puget Sound Public Transportation Manager
WSDOT Public Transportation Division
401 Second Avenue South, Suite 400
Seattle, WA 98104

For Metro Transit: Matt Hansen
Supervisor, Market Development

MS YES-TR-0600
King County Metro Transit Division
400 Yesler Way
Seattle, WA 98104

9. DISPUTE RESOLUTION PROCESS

9.1 The Parties, through their designated representatives identified in Section 8.2 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable, after good faith efforts, to resolve a dispute, the responsible project or division directors of both Parties, or their designees, shall review the matter and attempt to resolve it. If Parties' project or division directors are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or their designees. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

10. INDEMNIFICATION AND HOLD HARMLESS

10.1 The Parties shall protect, defend, indemnify, and save harmless the other Party and the Federal Government, 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, arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions. Neither Party will be required to indemnify, defend, or save harmless the other Party or the Federal Government 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 or the Federal Government. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. The obligations of this section shall survive any termination of this Agreement.

11. NONDISCRIMINATION

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

this Agreement.

12. LEGAL RELATIONS

12.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

12.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a 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.

12.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12.4 Jurisdiction and Venue. To the extent allowed by law, the King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

12.5 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.

12.6 Severability. If any provision of this Agreement is 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.

12.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. 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.

12.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

12.9 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.

12.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

12.11 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.

12.12 Survival. The provisions of this Section 12 (Legal Relations) shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

KING COUNTY DEPARTMENT
OF TRANSPORTATION,
METRO TRANSIT DIVISION

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By
Kevin Desmond
General Manager
King County Metro Transit Division

By
Kathryn Taylor
Director
Public Transportation Division

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By
Deputy Prosecuting Attorney

By
Assistant Attorney General

Date

Date

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GCA 5865
Exhibit A: Scope of Work

The following details the scopes of work, including cost estimates, for the South End Transportation Demand Management Project and the Downtown Transportation Demand Management Project. The following scopes and cost estimates reflect completion of 5% design.

For the purposes of this scope of work a “trip” is defined as an annualized weekday round trip which is equivalent to 260 individual weekday round trips.

I. Downtown Transportation Demand Management

A. Reduce Single Occupancy Vehicles (SOV) Commuter Parking - \$225,000

Concept	The City of Seattle has developed parking strategies for converting existing long-term parking spaces to short-term use and moving commuters out of their cars to free up parking space. The Center City Parking Program will convert existing parking spaces in downtown lots and garages from long-term parking to short-term, off-street parking by working with building owners and private parking operators. The City will also build a parking guidance system to direct drivers to these available short-term parking spaces. On-street parking in downtown – up to 2,000 spaces – will be removed to increase road capacity. The City will provide additional funds to support the program, including funds for staff, program development and electronic guidance systems.
Deliverables	Surveying and marketing to support conversion of long-term parking to short-term parking in existing downtown lots and garages and a net reduction of 2,000 downtown long-term parking spaces. Metro Transit will estimate and report annually on the number of trips reduced, the net number of downtown long-term parking spaces (including baseline) and the net number of on-street parking spaces (including baseline).
Timeline	Begin surveys in 2009; marketing starting in 2009 and continuing through 2013.
Expected Outcome	Removal of on-street parking will improve mobility for transit and freight through the Center City during construction. The Center City Parking Program will convert commuter parking spaces to short-term use and reduce the overall number of long-term spaces leading commuters to seek alternative transportation modes. The program also leads to a decrease in searching for on-street parking consequently reducing emissions, fuel consumption and congestion.

TDM Outcomes	Shift 200 trips to alternative modes by reducing the net number of downtown long-term parking spaces by 2,000.
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B. Incentives for Transit and Ridesharing - \$350,000

Concept	Employers in downtown Seattle will be offered an incentive to provide subsidized transit passes to their employees. Incentives will be offered to new employers not previously targeted. Data shows that companies who offer a FlexPass or subsidized retail passes have lower SOV rates than companies who do not. Incentives will also be offered for people who form and register carpools. Incentives can be targeted for certain areas through the Rideshare Online Web site and supported with stalls from the Star Carpool Program. Incentives will also be available for building managers that show a documented reduction in available SOV commuter parking supply. These incentives will support effort I.A. above, the Reduction in SOV Commuter Parking.
Deliverables	Provide 2,500+ transit pass incentives, 1,000+ carpool incentives, and a minimum 5 parking garage incentives. Metro Transit will conduct measurement and report results.
Timeline	Begin offering incentives in fall of 2009, so employees have their transit passes by the time construction starts, and continue until all incentives are used.
Expected Outcome	Companies who offer FlexPass currently show an increase in transit use compared to companies without FlexPass. Our goal is to expand the number of individuals who have a pass and increase the number of overall transit riders. The goal is to create more carpools and gather data on the carpools to better address their needs. Incentives for the reduction of SOV parking will greatly reduce the attractiveness of commuting by SOV and will create capacity for HOV and short-term parking supply.
TDM Outcomes	Shift 620 trips to transit or ridesharing.

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C. Promotions for Transit and Ridesharing - \$150,000

Concept	When new transit service is implemented under the Enhanced Transit Services Agreement, GCA 5820, targeted marketing will take place to promote the new service. The marketing will address the specific communities affected by the new service and provide information on other transit programs as well. Promotions specifically targeted to promote ridesharing will reach a population who may not be able to use transit.
Deliverables	Promote new transit services and all rideshare programs to a minimum 75,000 households. Metro Transit will conduct measurement and report results.
Timeline	Targeted promotional campaigns from June 2010 through June 2012 to coincide with major construction impacts and implementation of new transit service.

Expected Outcome	New transit service will attract a certain number of new riders on its own, but targeted promotions are needed to fully utilize the new service. The goal is to maximize the benefit of the new and existing service.
TDM Outcomes	Shift 520 trips to transit or ridesharing.

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D. Telecommuting/Flexible Schedules - \$140,000

Concept	Work with employers to change perceptions and human resources policies related to telecommuting and flexible schedules. The goal is to make telecommuting and flexible schedules more accepted and normal in the downtown businesses. Demonstrate a telecommuting center in West Seattle, similar to one in operation on Capitol Hill.
Deliverables	Work with 15 to 20 companies to develop telecommuting/flexible schedule plans. Work with local partners in West Seattle to develop an office hotel site. Metro Transit will conduct measurement and report results.
Timeline	Begin working with companies as early as summer 2009 to foster interest and gain management approval for telework implementation. The goal is to have programs up and running before any impacts of construction are felt.
Expected Outcome	Reduction in SOV trips through business culture changes and telework infrastructure.
TDM Outcomes	Save 710 peak hour trips from occurring.

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E. Plan Your Commute Programs - \$75,000

Concept	Plan Your Commute programs provide one-on-one consultation about commute options. Events are held in building lobbies, coffee houses, and other popular locations and allow people to work with staff from Metro Transit to learn about alternative travel options. Incentives are offered to people willing to take the pledge to change 2+ trips to an alternative mode. Free bus tickets and information packets are given to all participants.
Deliverables	Hold 36 events; get 1,800 pledges, follow up measurement of sustained trip reduction and reporting of results.
Timeline	Hold events that coincide with construction milestones.
Expected Outcome	Inform commuters of construction impacts and provide information to help them choose a non-SOV mode.
TDM Outcomes	Shift 740 trips to alternative modes.

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F. Strategic Plan and Measurement - \$25,172

Concept	Analyze and report on overall results of transportation demand management efforts.
Deliverables	Report.
Timeline	2011 and 2013.
Expected Outcome	Information that enables the public to review, for each TDM

	mitigation program, results and contribution to overall SOV reduction during construction.
TDM Outcomes	Accountability for public dollars. Better information available for future construction mitigation programs and other trip reduction efforts.

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King County Metro will provide a match of approximately \$350,000 of in kind staff services to support projects A through F outlined above. This is in addition to approximately \$150,000 of matching funds King County Metro will provide to the project. King County Metro's total match is approximately \$500,000 for the Downtown Transportation Demand Management Project.

H. Planned Schedule for Spending of AWV Project Funds

	2009-2011	2011-2013	Total
Total	\$600,000	\$365,172	\$965,172
Peak Trip Reduction Estimate	-	-	2,790

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II. South End Transportation Demand Management

A. Residential Outreach - \$300,000

Concept	In-Motion is a residential version of employer transportation programs, providing one-on-one support to residents to help them make different choices about how they travel. Addressing residents' travel choices helps reach non-commute trips as well as commute trips. This program also is valuable in pushing the "Go Local" message, helping move viaduct corridor trips to bike/walk, or eliminating trips all together.
Deliverables	Conduct multiple In-Motion projects and In-Motion light follow-up programs. Neighborhoods to target could include: West Seattle, Tukwila, Burien, SeaTac, Federal Way, Queen Anne, South Lake Union, First Hill, and Ballard/Interbay. Measurement and reporting of results.
Timeline	Projects should be staggered throughout 2010 and 2011. Large scale projects would occur in 2010, with smaller scale follow up projects occurring in 2011.
Expected Outcome	The program will be evaluated against a 10% household participation rate. Participation will be tracked through the submission of pledge cards to the program coordinator. Participants will be asked to complete a follow-up survey via mail or email to report their alternative mode usage in order to verify self-reported activities.
TDM Outcomes	Shift 390 SOV trips to alternative modes

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B. Carpool Programs - \$150,000

Concept	Vanpooling and transit usage cannot accommodate all of the needed shifts to mitigate impacts. Carpooling needs to be a continuing element of promotion and outreach if mitigation goals are to be met. This element will allow for expanded and targeted messaging on carpooling plus an incentive to new carpoolers.
Deliverables	Offer 1,000 incentives for new carpoolers. Metro Transit will conduct measurement and report results.
Timeline	Begin offering incentives in Spring 2010 and continue until the incentives are gone.
Expected Outcome	The goal is to create more carpools and gather data on the carpools to better address their needs.
TDM Outcomes	Shift 270 trips to carpool.

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C. Employer Outreach - \$100,000

Concept	Employer outreach occurs at larger companies that are required to participate in the Commute Trip Reduction (CTR) program, but smaller companies often miss out. By providing CTR-like outreach to the smaller employers a large proportion of the market can be reached. Working with the smaller employers to offer transit passes or subsidies allows more employees to be reached. Primary target employment areas include the SODO and Ballard/Interbay manufacturing centers and the South Lake Union, Queen Anne, and First Hill urban centers.
Deliverables	Conduct outreach in the secondary markets outlined above.
Timeline	Begin spring 2009 to allow employers time to get programs in place before major construction impacts occur.
Expected Outcome	CTR firms have a much lower SOV rate than non-CTR firms and providing similar outreach and education to the non-CTR firms should reduce their SOV rates.
TDM Outcomes	Shift 100 trips to alternative modes.

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D. Promotions for Transit and Ridesharing - \$167,000

Concept	When new transit service is implemented under the Enhanced Transit Services Agreement, GCA 5820, targeted marketing will take place to promote the new service. The marketing will address the specific communities affected by the new service and provide information on other transit programs as well. In neighborhoods where In-Motion programs will occur, coordination will occur between the In-Motion programs and the promotional effort.
Deliverables	Promote new transit services and all rideshare programs to a minimum 90,000 households. Metro Transit will conduct measurement and report results.
Timeline	Targeted promotional campaigns in June 2010 and June-September 2011 to prepare for major construction impacts.
Expected Outcome	New transit service will attract a certain number of new riders on its own, but targeted promotions are needed to fully utilize the

	new service. The goal is to maximize the benefit of the new and existing service.
TDM Outcomes	Shift 580 trips to transit and ridesharing.

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E. Strategic Plan and Measurement - \$25,440

Concept	Analyze and report on overall results of transportation demand management efforts.
Deliverables	Report
Timeline	2011 and 2013
Expected Outcome	Information that enables the public to review, for each TDM mitigation program, results and contribution to overall SOV reduction during construction.
TDM Outcomes	Accountability for public dollars. Better information available for future construction mitigation programs and other trip reduction efforts.

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King County Metro will provide a match of approximately \$350,000 of in kind staff services to support projects A through E outlined above. This is in addition to approximately \$200,000 of matching funds King County Metro will provide to the project. King County Metro's total match is approximately \$550,000 for the South End Transportation Demand Management Project.

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G. Planned Schedule for Spending of AWV Project Funds

Project	2009-2011	2011-2013	Total
Total	\$355,000	\$392,440	\$742,440
Peak Trip Reduction Estimate	-	-	1,340

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SEPTEMBER 24, 2008

AGREEMENT GCA 5865

EXHIBIT B – FEDERAL FUNDING REQUIREMENTS

1. GENERAL COMPLIANCE ASSURANCE

The COUNTY agrees to give reasonable guarantees that it and its sub-contractors and any third party Contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, the Federal Transit Act including any amendments thereto, and the Federal Regulations. The COUNTY agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19, whichever is applicable, and the “Common Rule” as defined in OMB Circular A-87. The COUNTY agrees that the United States, any agency thereof, STATE and any of STATE’s representatives, have not only the right to monitor the compliance of the COUNTY with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the Federal Transit Act, the Federal Regulations, and this Assurance.

2. PURCHASES

The COUNTY shall make purchases of any incidental goods or supplies essential to this AGREEMENT through procurement procedures approved in advance by STATE and consistent with the following provisions:

A. **General Procurement Requirements.** The COUNTY shall comply with third party procurement requirements of 49 USC Chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with USDOT third party procurement regulations of 49 CFR §18.36 or 49 CFR §19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto to the extent those regulations are consistent with SAFETEA-LU provisions. The COUNTY shall also comply with the provisions of FTA Circular 4220.1E, “Third Party Contracting Requirements,” to the extent those regulations are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to “Grantee” shall mean COUNTY.

B. **Geographic Restrictions.** The COUNTY agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

C. **Government Orders.** In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either PARTY, the COUNTY shall cooperate with STATE in carrying out such order and will arrange its operation and business so as to enable STATE to comply with the terms of the order.

3. **CHARTER SERVICE OPERATIONS**

The COUNTY shall comply with 49 USC §5323(d) and 49 CFR Part 604, which state that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded Equipment or facilities without first providing notice to registered charter providers and then only as may be permitted by the regulations.

4. **SCHOOL BUS OPERATIONS**

The COUNTY agrees to comply with 49 USC §5323(f) and 49 CFR Part 605, which state that recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

5. **INCORPORATION OF FEDERAL TERMS**

- A. **Purchasing.** This AGREEMENT's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in this AGREEMENT's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The COUNTY shall not perform any act, fail to perform any act, or refuse to comply with any STATE request, which would cause STATE to be in violation of any FTA term or condition.

- B. **Federal Changes.** The COUNTY shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this AGREEMENT and to include any amendments promulgated by the FTA, during the term of this AGREEMENT. The COUNTY's failure to so comply shall constitute a material breach of this AGREEMENT.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. STATE and the COUNTY acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this AGREEMENT, the Federal Government is not a party to this AGREEMENT unless so evidenced by express written consent. The Federal Government shall not be subject to any obligations or liabilities to the COUNTY or any other party (whether or not a PARTY to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT.
- B. No contract between the COUNTY and its sub-contractors shall create any obligation or liability of STATE with regard to this AGREEMENT without STATE's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The COUNTY hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

7. ETHICS

- A. **Code of Ethics.** The COUNTY agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by federal assistance. The code or standards shall provide that the COUNTY's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential contractor, sub-contractor or any other entity or party that may be or may become involved in anyway with this AGREEMENT. The COUNTY may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the COUNTY's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the COUNTY's officers, employees, board members, or agents, or by sub-contractors or sub-recipients or their agents. The COUNTY must fully comply with all the applicable requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.

1. **Personal Conflict of Interest.** The COUNTY's code or standards shall prohibit the COUNTY's employees, officers, board members, or agents from participating

in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the PARTIES set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

2. **Organizational Conflict of Interest.** The COUNTY's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contract or impair its objectivity in performing the work under this AGREEMENT.

B. Debarment and Suspension. The COUNTY agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension", 31 USC §6101 note, and USDOT regulations "Government-wide Debarment and Suspension (Non-procurement)" at 49 CFR Part 29. The COUNTY agrees to review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

C. Bonus or Commission. The COUNTY affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

D. Relationships with Employees and Officers of STATE. The COUNTY shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of the STATE, nor shall the COUNTY rent or purchase any Equipment and materials from any employee or officer of STATE.

E. Employment of Former STATE Employees. The COUNTY hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the STATE without written consent of the STATE.

F. Restrictions on Lobbying. The COUNTY agrees to:

1. Comply with 31 USC §1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative AGREEMENT; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Comply, and assure compliance by each sub-contractor at any tier and each sub-recipient at any tier, with applicable requirements of USDOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC §1352; and
4. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels; and
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- G. Employee Political Activity.** To the extent applicable, the COUNTY agrees to comply with the provisions of the "Hatch Act," 5 USC §§1501 through 1508, and §§7324 – 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC §5307 (k)(2)(B) and 23 USC §142(g), the "Hatch Act" does not apply to

a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to the SAFETEA-LU provisions and/or receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

H. False or Fraudulent Statements or Claims. The COUNTY acknowledges and agrees that:

1. **Civil Fraud:** The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the COUNTY certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this AGREEMENT. In addition to other penalties that may apply, the COUNTY also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the COUNTY to the extent the Federal Government deems appropriate.
2. **Criminal Fraud:** If the COUNTY makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the COUNTY the penalties of 49 USC §5323(1), 18 USC §1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The COUNTY agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence compliance, with such federal and state laws and regulations, and retention of all such records. The COUNTY will adhere to all of the applicable nondiscrimination provision in chapter 49.60 RCW.

9. CIVIL RIGHTS

The COUNTY shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Transit Programs. The COUNTY agrees to comply, and assures compliance by each third party contractor at any tier, with the provisions of 49 USC §5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity;

B. Nondiscrimination – Title VI of the Civil Rights Act. The COUNTY agrees to comply, and assure compliance by each third party contractor at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§2000d et seq.; and USDOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the COUNTY also agrees to comply with any applicable implementing federal directives that may be issued.

C. Equal Employment Opportunity. The COUNTY agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC §2000e, and 49 USC §5332 and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the COUNTY also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

1. The COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The COUNTY agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The COUNTY shall also comply with any implementing requirements FTA may issue.
2. If the COUNTY is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this AGREEMENT. Failure by the COUNTY to carry out the terms of that EEO program shall be treated as a

violation of this AGREEMENT. Upon notification to the COUNTY of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the COUNTY's eligibility to obtain future federal financial assistance for transportation projects.

- D. **Nondiscrimination on the Basis of Sex.** The COUNTY agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681 et seq.; with USDOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25; and with any implementing directives that USDOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- E. **Nondiscrimination on the basis of Age.** The COUNTY agrees to comply with applicable requirements of:
1. The Age Discrimination Act of 1975, as amended, 42 USC §§6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance", 45 CFR Part 90, which prohibits discrimination on the basis of age.
 2. The Age Discrimination in Employment Act (ADEA) 29 USC §§621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.
- F. **Disabilities-Employment.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
- G. **Disabilities-Access.** The COUNTY agrees to comply with the requirements of 49 USC §5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The COUNTY also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 et seq., which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as

amended, 42 USC §§4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities; and with the Federal regulations, including any amendments thereto following: USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board USDOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

- H. **Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections.** The COUNTY agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§1101 et seq.; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§4541 et seq.; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§201 et seq. and any amendments to these laws.
- I. **Access to Services for Persons with Limited English Proficiency.** The COUNTY agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC §2000d-1 note, and with provisions of USDOT Notice "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

- J. **Environmental Justice.** The COUNTY agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations”, 42 USC §4321 note, except to the extent that the Federal Government determines otherwise in writing.
- K. **Other Nondiscrimination Statutes.** The COUNTY agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

10. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES

The COUNTY shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

- A. The COUNTY agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and USDOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and
- B. The COUNTY agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The COUNTY agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with federal assistance derived from the USDOT. The COUNTY’s DBE program, as required by 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the COUNTY of its failure to implement its approved DBE program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC §1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§3801 et seq.

11. ENERGY CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

- A. **Energy Conservation.** The COUNTY shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§6321 et seq., and any amendments thereto.

- B. Environmental Protection.** The COUNTY agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§4321-4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note; FTA statutory requirements at 49 USC §5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 - 1508; joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 USC §§139 and 326 as well as amendments to 23 USC §138, environmental decision making requirements imposed on FTA projects are to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.
- C. Clean Water.** In the event that the Federal share, identified in "Project Cost" of this AGREEMENT, exceeds \$100,000, the COUNTY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.
1. The COUNTY agrees to report each violation to the STATE and understands and agrees that the STATE, in turn, shall report each violation, as required, to the FTA and to the appropriate EPA Regional Office.
 2. The COUNTY also agrees to include these requirements in each subcontract that exceeds \$100,000 and is financed in whole or in part with Federal assistance provided by FTA.
- D. Clean Air.** In the event that the federal share, identified in "Project Cost" of this AGREEMENT exceeds \$100,000, the COUNTY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401-7671 et seq.
1. The COUNTY agrees to report each violation to the STATE and understands and agrees that the STATE will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
 2. The COUNTY also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

12. ACCOUNTING RECORDS

- A. Project Accounts.** The COUNTY agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The COUNTY agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to the STATE and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Funds Received or Made Available for the Project.** The COUNTY agrees to deposit in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant AGREEMENT or Cooperative AGREEMENT and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.
- C. Documentation of Project Costs and Program Income.** The COUNTY agrees to support all allowable costs charged to the Project, including any approved services contributed by the COUNTY or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The COUNTY also agrees to maintain accurate records of all program income derived from implementing the Project.
- D. Checks, Orders, and Vouchers.** The COUNTY agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

13. AUDITS, INSPECTION, AND RETENTION OF RECORDS

- A. Submission of Proceedings, Agreements, and Other Documents.** During the course of the Project and for six (6) years thereafter, the COUNTY agrees to retain intact and to provide copies of any data, documents, reports, records, contracts, and supporting materials relating to the Project upon request as the STATE or Federal Government may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 19. Project closeout does not alter these recording and record-keeping requirements. Should

an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the COUNTY's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The COUNTY as a sub-recipient of federal funds, agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC §§7501 et seq., as provided by 49 CFR §19.26, these audits must comply with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the USDOT, and any further revision or supplement thereto. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State. The COUNTY agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards". The COUNTY agrees to obtain any other audits required by the STATE. Project closeout will not alter the COUNTY's audit responsibilities.

C. The COUNTY, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the COUNTY's files and made available to the STATE and the Federal Government. An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between the STATE and FHWA; and Office of Management and Budget Circular A-133. If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the COUNTY shall reimburse the STATE for the amount of such overpayment or excess participation.

D. Inspection. The COUNTY agrees to permit the STATE, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the COUNTY and its Contractors pertaining to the Project. The COUNTY agrees to require each third party Contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit the STATE, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work,

materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project as required by 49 USC §5325(g).

14. LABOR PROVISIONS

A. Contract Work Hours and Safety Standards Act. The COUNTY shall comply with, and shall require the compliance by each sub-contractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC §3701 et seq., and specifically, the wage and hour requirements of section 102 of that Act at 40 USC §3702 and USDOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)” at 29 CFR, Part 5; and the safety requirements of section 107 of that Act at 40 USC §3704, and implementing USDOL regulations, “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

B. Fair Labor Standards Act. The COUNTY agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§201 et seq., apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The COUNTY shall comply with the Fair Labor Standards Act’s minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No COUNTY or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the COUNTY during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, 40 USC §§3141 et seq., and pursuant to 49 USC

§5333(a) et seq., daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, 40 USC §3141 et seq. and pursuant to 49 USC § 5333(a), the COUNTY shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. COUNTY's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the COUNTY and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such COUNTY and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (B) of this section.

F. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the COUNTY or sub-contractor under any such contract or any other federal contract with the same prime COUNTY, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime COUNTY, such sums as may be determined to be necessary to satisfy any liabilities of such COUNTY or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

G. Transit Employee Protective Agreement. As a recipient of funds under TEA-21, SAFETEA-LU, 23 USC § 10, 49 USC §§5309, 5311, 5311(f), 5316, and 5317 or a public agency recipient of funds under 49 USC §5310, the COUNTY shall carry out the Project in compliance with the applicable terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and that comply with the requirements of 49 USC §5333 (b), and with the

USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of transit employee protective arrangements to FTA. The COUNTY agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The COUNTY agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.

15. SUBSTANCE ABUSE

A. Drug and Alcohol Abuse – The COUNTY agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations and the STATE to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The COUNTY agrees further to submit annually the Management Information System (MIS) reports to the STATE by February 28th each year during the term identified in the caption space header above titled "the Term of Project".

B. Privacy Act - The COUNTY agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Services Act of 1912, 42 USC §§290dd-3 and 290ee-3 including amendments to these acts. The COUNTY understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

16. TERMINATION

A. Termination for Convenience. The STATE and the COUNTY may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, at any time by written notice to the other PARTY in accordance with 49 CFR Part 18 §18.44 or 49 CFR Part 19 §19.61, whichever is applicable. The STATE and the COUNTY shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and

in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However, if, in the case of partial termination, the STATE determines that the remaining portion of the award will not accomplish the purposes for which the award was made the STATE may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite federal and/or state funding becomes unavailable through failure of appropriation or otherwise;
2. The STATE determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal and/or state funds;
3. The COUNTY is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The COUNTY is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the COUNTY;
5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or
6. The Federal Government terminates this AGREEMENT due to a determination that the COUNTY has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require the STATE to refund any or all of the Federal Funds provided for the Project, the COUNTY shall return all monies reimbursed to it by the STATE, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from the STATE.
7. In the case of termination for convenience under subsections 1–5 above, the STATE shall reimburse the COUNTY for all costs payable under this AGREEMENT which the COUNTY properly incurred prior to termination. The COUNTY shall promptly submit its claim for reimbursement to the STATE. If the COUNTY has any property in its possession belonging to the STATE, the COUNTY will account for the same, and dispose of it in the manner the STATE directs.

B. Termination for Default. The STATE may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the federal financial assistance provided herein, at any time by written notice to the COUNTY, if the COUNTY materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

Takes any action pertaining to this AGREEMENT without the approval of the STATE, which under the procedures of this AGREEMENT would have required the approval of the STATE;

Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. The STATE shall serve a notice of termination on the COUNTY setting forth the manner in which the COUNTY is in default hereunder. If it is later determined by the STATE that the COUNTY had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the COUNTY, such as a strike, fire or flood, the STATE may: (a) allow the COUNTY to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. The STATE, in its sole discretion may, in the case of a termination for breach or default, allow the COUNTY ten (10) business days, or such longer period as determined by the STATE, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the COUNTY fails to remedy to the STATE's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, the STATE shall have the right to terminate this AGREEMENT without any further obligation to COUNTY. Any such termination for default shall not in any way operate to preclude the STATE from also pursuing all available remedies against COUNTY and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by COUNTY of any covenant, term or condition of this AGREEMENT, such waiver by the STATE shall not limit the STATE's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

AGREEMENT GCA-5639
between the
Washington State Department of Transportation
and the
King County Department of Transportation
for an Independent Project Manager for the
SR 99 ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM

THIS INDEPENDENT PROJECT MANAGER AGREEMENT (the "AGREEMENT") is entered into by and between **KING COUNTY**, a home rule charter county of the State of Washington, through its Department of Transportation (the "COUNTY"), and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION** (the "STATE"), collectively referred to as the "PARTIES" and individually referred to as "PARTY."

WHEREAS, the Alaskan Way Viaduct and Seawall are at the end of their useful lives and are at risk of sudden and catastrophic failure in an earthquake; and

WHEREAS, the STATE and the City of Seattle have been working together since the Nisqually Earthquake in February, 2001, to develop plans for the replacement of the Alaskan Way Viaduct and Seawall; and

WHEREAS, the 2007 Legislature enacted Engrossed Substitute House Bill 1094, which directed the governor of the STATE to convene a collaborative process involving key leaders to determine the final project design for the Alaskan Way Viaduct; and

WHEREAS, pursuant to Engrossed Substitute House Bill 1094, a Tri-Agency Leadership Team, composed of representatives from the STATE, COUNTY and the City of Seattle has been formed to collaboratively study and determine the final design for the replacement of the Alaskan Way Viaduct on the Central Waterfront; and

WHEREAS, the Tri-Agency Leadership Team is responsible for coordinating project delivery for the six Moving Forward Projects announced on March 14, 2007; and

WHEREAS, the Tri-Agency Leadership Team is responsible for developing an emergency action plan in the event of the unplanned loss of the Alaskan Way Viaduct; and

WHEREAS, a structured collaborative process will help all parties participate fully and reach consensus through the collaborative process; and

WHEREAS, in order to meet the final design decision deadline of December 31, 2008, imposed by Engrossed Substitute House Bill 1094, the STATE, COUNTY and the City of Seattle have agreed to employ an Independent Project Manager and Implementation Team to oversee and assist the Tri-Agency Leadership Team through the collaborative process; and

WHEREAS, the STATE will hire and retain CONSULTANT(S), hereinafter referred to as the "CONSULTANT(S)" to fulfill the duties of the Independent Project Manager ("IPM") and Implementation Team; said duties are described in Exhibit A, Scope of Work ("WORK"); and

WHEREAS, the COUNTY has agreed to pay for one-third of the costs associated with the IPM's duties in the "WORK" described in Exhibit A; and

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed that the STATE, COUNTY and the City of Seattle will fund the Independent Project Manager to oversee the collaborative process to determine a solution for the Central Waterfront portion of the program.

1. GENERAL

1.1 The STATE, through its CONSULTANT(S), agrees to perform the WORK as described in Exhibit A, which is attached hereto and by this reference made a part of this AGREEMENT.

2. PAYMENT

2.1 The COUNTY, in consideration of the faithful performance of the WORK to be performed by the IPM as described in Exhibit A, agrees to reimburse the STATE for one-third of the actual direct costs of said WORK authorized under this AGREEMENT, not to exceed a maximum amount of \$158,710.00. The total cost for the IPM's WORK described in Exhibit A is estimated to be \$476,130.00. This cost estimate is described in Exhibit B, which is attached hereto and by this reference made a part of this AGREEMENT.

2.2 Partial payments shall be made by the COUNTY, upon a billing request from the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final billing, all required adjustments will be made and reflected in the final payment. The COUNTY agrees to make payment for the IPM's WORK to be performed by the CONSULTANT(S) within thirty (30) days from receipt of a billing invoice from the STATE.

2.3 The STATE agrees to submit a final billing to the COUNTY within forty-five (45) days after the CONSULTANT(S) has completed the WORK.

3. AMENDMENT

3.1 Either PARTY may request changes to the provisions contained in this AGREEMENT. Such changes shall be mutually agreed upon and incorporated by written amendment to this AGREEMENT. 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.

4. DISPUTES

4.1 The designated representatives identified herein under Section 6, NOTIFICATION, shall use their best efforts to resolve any disputes which may arise between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY 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 each PARTY or his or her designee. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

5. EFFECTIVENESS AND DURATION

5.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until March 31, 2009, or unless otherwise amended or terminated.

6. NOTIFICATION

6.1 Any notice required pursuant to this AGREEMENT shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the PARTIES to this AGREEMENT:

To the STATE: Program Director, Alaskan Way Viaduct & Seawall
Replacement Program
Washington State Dept. of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104

To the COUNTY: Assistant Director for the Office of Regional
Transportation Planning and Transit Oriented Development
King County Department of Transportation
King Street Center
201 S. Jackson St., Rm. 811
Seattle, WA 98104-3856

7. TERMINATION

7.1 This AGREEMENT may be terminated by either PARTY for convenience and without cause upon 30 days advance written notice. In the event of termination, payment will be made by the COUNTY for WORK properly incurred, completed and billed as of the effective date of termination.

7.2 The COUNTY may terminate this AGREEMENT in the event that sufficient funds are not appropriated to cover performance of its responsibilities under this AGREEMENT. Such termination shall be upon thirty (30) calendar days advance written notice of the termination.

8. INDEMNIFICATION

8.1 Each PARTY to this AGREEMENT, 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 (including attorney's fees or costs), claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each of the PARTY's own 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, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence.

8.2 Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY.

8.3 The indemnification, hold harmless, and/or waiver obligation described in this section shall survive the termination of this AGREEMENT.

9. VENUE

9.1 This AGREEMENT shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and COUNTY shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this AGREEMENT shall be brought in the King County Superior Court situated in Seattle, Washington.

10. LEGAL RELATIONS

10.1 It is understood that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

10.2 No joint venture, agent-principal relationship or partnership is formed as a 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.

10.3 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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest date written below.

KING COUNTY
DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By

Harold Taniguchi
Director

Date

APPROVED AS TO FORM:

Signature

By (print)

Title

Date

By

Ron Paananen
Program Director

Date

APPROVED AS TO FORM:

Signature

By (print)

Assistant Attorney General
Office of the Attorney General

Date

**ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT
PROGRAM**

**CENTRAL WATERFRONT TRI AGENCY PARTNERSHIP
INDEPENDENT PROJECT MANAGER PROCESS**

UNDER AGREEMENT Y-9631

TASK NO. AJ

SCOPE OF WORK

(EXHIBIT A)

SUMMARY

The CONSULTANT was recently selected to assist the STATE in identifying alternatives for the final replacement for the Alaskan Way Viaduct (AWV) on the central waterfront. The CONSULTANT has identified an Independent Project Manager who will assemble and lead a Partnership Process Implementation Team (PPIT). This team is tasked to organize, implement and document the Partnership Process as defined for the central waterfront for the Alaskan Way Viaduct and Seawall Replacement Program. The Independent Project Manager (IPM) will report directly to the Tri Agency Management Team (Management Team). The Management Team is comprised of senior leadership from the Washington State Department of Transportation (WSDOT), the Seattle Department of Transportation (SDOT), and the King County Department of Transportation (KCDOT). The Management Team in turn is charged with making recommendations to the Tri Agency Leadership Team (Leadership Team). The Leadership Team is composed of the WSDOT Deputy Secretary, the SDOT Director, and the KCDOT Director. The Leadership Team in turn will forward their recommendations to the Governor of Washington, the Mayor of Seattle, and the King County Executive on the final replacement for the AWV on the central waterfront through the Partnership Process.

The duration of this assignment for the IPM team is December 10, 2007 through March 1, 2009. The IPM team will deliver a final report identifying alternatives for the final replacement for the AWV on the central waterfront to the Leadership Team no later than the end of November 2008. After submittal of the final report, the IPM will assist the Management Team in communicating the recommendations and basis for recommendations to the public, elected officials, and agency staff.

APPROACH

The IPM team is charged with assembling the PPIT to organize, implement and document the Partnership Process resulting in a recommendation for the replacement of the AWV in the central waterfront section. Some coordination with the STATE's AWVSRP six "Moving Forward" projects and "Emergency Action Plan" may be required. The IPM and the PPIT will direct and rely on support from existing staff, consultants, and existing information provided by the three agencies. The goal of the IPM will be to provide an independent and neutral assessment of alternatives for meeting the guiding principles of the process and assisting with presentations to the public, elected officials, and agency staff. It is not anticipated that this team will be responsible for generating new data or information. The IPM and PPIT will not be responsible for formulating an independent recommendation on a course of action, but will be responsible for guiding and overseeing the process used by the Management and Leadership Teams for identifying a recommended course of action.

OBJECTIVES

1. Through the partnership process, the IPM and the PPIT will be responsible for delivery of a summary of alternatives and findings to the Management Team and will assist the Leadership Team in formulating a preferred alternative for replacement of the central section of the AWV.
2. The alternatives and recommendation will be the result of a truly cooperative process involving the three agencies and the Stakeholders Advisory Committee (SAC). The final recommendation will be one that has achieved a general consensus of the SAC and endorsement by the Management Team.

ROLE OF CONSULTANT

The CONSULTANT as prime contractor will supply the IPM, be responsible for overall project management and management of the partnership process, perform all environmental analysis work, and have lead responsibility for the development of all presentations and reports.

The CONSULTANT will be assisted in this effort by others who will provide the following support:

- A Strategic Advisor for transportation planning and traffic analysis and modeling, and be responsible for all transportation planning, modeling and traffic analysis and engineering work.
- A Strategic Advisor for design and be responsible for all design related activities and cost estimating reviews.
- Staff for assisting the Tri Agency Team in the planning and conduct of the SAC process.
- Staff to support the team with constructibility reviews and cost reviews.
- Staff to support the team in the area of geotechnical reviews.

SCOPE OF WORK

The following defines the detailed Scope of Work and Work Breakdown Structure (WBS) for the project:

Task 1.0 Project Scoping and Early Action

Objectives

- Develop background information and knowledge sufficient to formulate a more detailed proposal for a Systems Level Evaluation Process utilizing the resources available through the STATE's AWV and I-5 Projects, the City Of Seattle's Urban Mobility Plan (UMP) and King County's transit planning resources.
- Develop a draft and final scope of work for IPM and PPIT activities from project start through March 1, 2009. The draft scope will be reviewed by the STATE with comments provided to the CONSULTANT. The final scope of work will incorporate the STATE's comments and become the basis for the CONSULTANT's cost estimate.

Approach

- Arrange for a kickoff meeting with the STATE and selected members of the current AWV design team to confirm project goals and objectives, become familiar with the AWV project to date and begin the assembly of project information and materials.
- Attend the first SAC meeting to gain additional information and knowledge.
- Meet with the Management Team composed of Ron Paananen (WSDOT), Ron Posthuma (KCDOT) and Robert Powers (SDOT) to gain their insights on the AWV project and collaborative process.

Assumptions

- The STATE's Notice to Proceed (NTP) for the IPM and PPIT work was December 10, 2007.
- The initial PPIT will consist of representatives from the CONSULTANT and others. Additional team member firms may be added at a later date with the consent of the STATE.
- Staff resources of the STATE, City, and County currently engaged in AWV, I-5 and UMP (including their consultant teams) will be made available to the IPM and PPIT as needed to complete the team's work.
- The PPIT will, for the most part, use information and data previously developed, or currently in development, to complete their work. The PPIT will not generate new data, but may assemble existing data into new alternatives. If these new alternatives require detailed analysis (e.g., traffic modeling), it will be done by the STATE, City or County resources, including their consultants.

Deliverables

- A draft and final scope of work and a draft PPIT cost estimate.
- A final, negotiated scope of work and PPIT cost estimate (budget).

TASK 2.0 PROJECT MANAGEMENT

Objectives

- To effectively manage the PPIT's work for the duration of the project including, but not limited to, establishing project management controls scaled to the needs of the STATE and the project team, regular reporting and communications protocols, cost accounting and invoicing, change management and administrative support.

Approach

2.1 Project Management Controls

2.1.1 Schedule

Based on the final STATE-approved scope of work, the CONSULTANT will produce a schedule for all of the PPIT's activities. The schedule will also incorporate key SAC dates and ongoing activities of the STATE (AWV and I-5 Project Teams), and City (UMP Team) that may influence the PPIT activities. The PPIT schedule will be updated monthly.

2.2.2 Cost Reporting

An initial spending plan will be developed by the CONSULTANT based on the approved scope of work and budget over the duration of the project (14 months). The CONSULTANT will then report monthly expenditures of the PPIT to the STATE against the original spending (budget) plan. Any significant deviations (+/-) will be explained.

Due to the consultative nature of this work and the inability to accurately predict outcomes or level of effort needed to produce deliverables, it is not possible to accurately assign "earned values" to tasks and deliverables. Consequently, Earned Value Management (EVM) will not be applied on this project.

2.2 Reporting and Communications

The CONSULTANT will submit a monthly Progress Report to the STATE with each invoice. The monthly report will include, as a minimum, work activities and tasks completed during the month, activities planned for the next month, project issues and concerns, schedule progress, and budget expended to date.

The CONSULTANT will also develop a Communication Plan (Plan) that will clearly define communication protocols (within the team, STATE, other consultants, the media and legislature) for the duration of the project. The Plan, in conjunction with the project schedule (2.1.1), will also define regular meetings with the Management Team, SAC and others as necessary.

The CONSULTANT will prepare meeting agendas for all project meetings. Meeting summary notes will be prepared and distributed for all key meetings.

2.3 Change Management

Again, due to the consultative nature of this work, it is difficult to clearly define the scope of work and level of effort needed at the outset of activities. Therefore, as the project evolves it is highly likely that the scope of work and level of effort may change (increase or decrease). All changes will be noted in monthly reporting to the STATE. If the change involves an increase in the approved budget, a formal Task Order Amendment will be developed by the CONSULTANT and submitted to the STATE.

2.4 Administrative Support

Internally, the PPIT will be supported by the CONSULTANT's specialists in accounting and contracts to handle billing and subcontract administration, respectively. In addition, the CONSULTANT's staff includes project coordinators, technical editors, production specialists, word processors and graphic artists, all available to support the team at the STATE's request.

Further, the CONSULTANT can provide additional administrative and clerical support for the PPIT, SAC or others if it is deemed that this support will facilitate and expedite the overall collaborative process.

Assumptions

- The CONSULTANT will assume responsibility for all PPIT subcontracts and subcontract administration.
- The PPIT will have ready access to all STATE, City and County staff (including their consultants) engaged in the AWV project or UMP.
- The preferred scheduling tool is MS Project.
- EVM and reporting is not required for this Task Order.

Deliverables

- Monthly invoices and progress reports.
- Monthly updates to the project schedule.
- Task Order Amendments, as necessary.
- Meeting agendas for all meetings, and meeting summary notes for all key meetings.

2.5 Other STATE Project Management Requirements

Deliverables

The CONSULTANT will prepare monthly progress reports as noted above, which will be submitted with the invoices. Other deliverables will include those cited above.

Costs for the deliverables will be tracked by the following STATE cost control account numbers:

Task Numbers	MDL	Cost Code
AJ -1 IPM Support	PC-09.01	MBP19.9621AJ001.0000
Other Direct Costs	PC-09.01	MBP19.9631AJ099.0000

Anticipated Deliverable Schedule

Submittal of deliverables cited in this Scope of Work will follow attached schedule (Attachment 1). This is a level of effort task order.

Progress Reporting

All deliverables for this task order are level-of-effort. Progress will be determined by dividing the accumulated actual hours by the approved budget, per the STATE's cost control number.

AWVSRP Central Waterfront Tri Agency Partnership
Agreement Y-9631, Task AJ – Independent Project Management Process

Page 5

Exhibit A

Cost Management

- The CONSULTANT shall establish a Cost Management System that allows for the collection, progressing, and reporting by hours and dollars on project deliverables as defined in WSDOT's Master Deliverable List.
- Baseline Budget is defined as the original contract value.
- Current Approved Budget is defined as the original contract value plus approved change orders.
- Estimate at Completion is defined as the cumulative actual plus estimate to complete.
- Progress Methodology is defined for each deliverable in the WSDOT Master Deliverable List, or as listed in this task order under Progress Reporting.
- The CONSULTANT shall submit their monthly cost data to the AWVSR Program Management Office in an electronic and hard copy format that will be provided by the STATE, no later than the 7th working day of each month.
 - Baseline Budget
 - Approved Budget
 - Period Actual
 - Cumulative Actual
 - Estimate to Complete
 - Estimate at Completion
 - Physical Percent Complete
- WSDOT will email the CONSULTANT the appropriate cost data spreadsheet prior to the 7th working day of each month.
- Timely submission of updates is of significant and crucial importance to the management of this project. Lack of or late receipt of updates diminishes their value to the STATE.
- Budget curves for the work described will be developed by the STATE.

CONSULTANT's Cost Computations

The CONSULTANT's Cost Computations are included as Exhibit D and E and by reference are made part of this Task Order.

TASK 3.0 MANAGEMENT OF THE PARTNERSHIP PROCESS

Objectives

- To assist the Tri Agency in developing a detailed approach for the Waterfront Partnership Process Systems that will lead to a decision by the Management and Leadership Teams with regard to a preferred solution for the central section of the AWV Corridor.
- To gain consensus among the Tri Agency on the detailed approach and methodologies to be employed to complete the process.
- To provide day-to-day management of the agreed upon approach and process.

Approach

3.1 Systems Approach Process

The CONSULTANT will develop a detailed process to implement a Systems Approach to the identification and evaluation of alternatives for the study area. The Approach will include methods for the development of alternative elements falling into the broad categories of Transit Elements, Surface Street Elements, SR 99 Elements, I-5 Elements and Other Elements (Transportation System Management [TSM] and Transportation Demand Management [TDM] strategies, for example). The Approach will identify procedures for screening elements and formulating a most promising short list, and then combining the surviving elements into corridor level systems solutions sets. Procedures will be developed for evaluating the corridor level solutions and formulating both a corridor level and SR 99 recommendation. The agreed upon approach will be adopted by the STATE, the City and the County to guide all supporting work.

3.2 Tri Agency Partners Work Plan

The CONSULTANT will work with the Management and Leadership Teams to develop agreement on the proposed Approach to the development and evaluation of alternatives. This is likely to involve multiple iterations, modifications and review steps of the procedures for identifying and evaluating alternatives. Once a Systems Approach Process is agreed to by the Tri Agency Partners, the CONSULTANT will assist the Tri Agency Partners in developing a detailed work plan that will identify the roles and responsibilities of the staff and other consultant team resources at the disposal of the STATE, City of Seattle and King County.

3.3 On Going Management

The CONSULTANT will provide on-going, day-to-day management of the Partnership Systems Evaluation Process once it has been agreed to by the Tri Agency Partners.

Assumptions

- The overall approach will generally follow that outlined in "The Alaskan Way Viaduct Collaborative Process Memorandum of Understanding" executed by the Tri Agency Partners.
- The Tri Agency Partners will provide the resources of the STATE's AWV and I-5 Teams, the City of Seattle's UMP Team, and King County's transit planning staff to perform the detailed alternatives development and evaluation work.
- The CONSULTANT's primary role will be to manage and provide independent oversight of the process once the process is agreed to by the Tri Agency Partners.
- The CONSULTANT may identify develop concepts for additional project elements and review and suggest alternative procedures for developing and evaluating project elements, but will not perform any significant level of independent design or detailed evaluation.

Deliverables

- Draft and Final Systems Evaluation Work Program, identifying the general scope, as well as roles and responsibilities of the CONSULTANT, the Tri Agency Partners and the AWV, I-5, UMP and King County teams.
- Draft and Final Systems Evaluation Process Working Memorandum, outlining the general approach to the process, screening criteria to be used and the detailed evaluation procedures.

- Draft and Final Working Memorandum summarizing the Long List of Building Block Elements, categorized as Surface Street Elements, Transit Elements, Other Elements, and SR 99 Elements.
- Draft and Final Working Memorandum summarizing the results and findings of the Screening of Building Block Elements and Short List of Most Promising Building Block Elements.
- Draft and Final Working Memorandum summarizing the Corridor Level Scenarios to be evaluated in the second round of evaluation.
- Day-to-day oversight of the process, which may involve a variety of written communications that will be documented in the monthly progress reports.
- Attendance at weekly meetings of the Tri Agency Management Team and Bi-Weekly Meetings of the Tri Agency Leadership Team.

TASK 4.0 STAKEHOLDERS ADVISORY COMMITTEE (SAC) STAFFING & SUPPORT

Objectives

- To assist the Tri Agency Team in development of a plan to communicate the Systems Evaluation approach and results to the SAC.
- To assist the Tri Agency Team on how best to structure stakeholder meetings and discussions.
- Provide ongoing strategic planning support to the Tri Agency team to help guide the process towards the eventual selection of a sustainable and broadly supportable approach.
- Attend and participate in SAC meetings, including presentations as determined appropriate.

Approach

4.1 Process Design and Integration

The CONSULTANT will assist the Tri Agency Team in the development of and ongoing revisions to a plan for knitting the technical work of the Systems Evaluation Process (Attachment 2), policy considerations and AWW SAC into a cohesive approach. This would include devising specific strategies for bringing key work products to the stakeholder body. It also may include a mid-course review, as necessary, of the overall process design.

4.2 Meeting Planning

The CONSULTANT will provide ongoing advice and support to the Tri Agency Team and the relevant public involvement consultants on how best to structure stakeholder discussions to elicit informed discussion on the technical issues under consideration. This would also include working with the team on effective methods to present and seek feedback on technically dense materials.

4.3 Strategic Planning Support

The CONSULTANT will provide ongoing strategic planning support to the Tri Agency Team to help guide the overall Tri Agency Team process to the eventual selection of a sustainable and broadly supportable approach. This component will have two specific elements: (1) assisting the Tri Agency Team before each stakeholder meeting to develop integrated perspectives to bring as a straw man, and (2) then working with the Team post-meeting to consider the stakeholder feedback and develop strategies to integrate the various perspectives into an evolving proposal.

4.4 Meeting Tracking and Observations

The CONSULTANT will attend all AWV SAC meetings and participate, as required, including the making of presentations to the SAC as appropriate to communicate the on-going Systems Evaluation process and results and conclusions. In addition, the CONSULTANT will observe deliberations and provide ongoing feedback and advice. Finally, the CONSULTANT may take an active role in some of the discussions.

Assumptions

- It is assumed that there will be a total of 13 SAC meetings.
- In addition it is assumed that there will be up to 2 other meetings associated with each SAC meeting, a preparatory meeting before and a debriefing meeting after, for a total of 26 additional meetings.

Deliverables

- Draft and Final Systems Evaluation Approach Communications Plan.
- Comment on selected meetings agendas and related materials.
- Brief post-meeting memoranda summarizing observations and feedback.
- Up to 12 presentations to the SAC.

TASK 5.0 TRANSPORTATION PLANNING AND TRAFFIC ANALYSIS SUPPORT

Objectives

The CONSULTANT will provide oversight, guidance and independent assessment of the transportation planning and analysis for the Tri Agency Partnership Process, working cooperatively with the AWV, I-5 and UMP Teams, and other agency staff and consultant teams.

Approach

5.1 Travel Model Review

The CONSULTANT will review the City of Seattle's travel demand forecast for applicability in the Tri Agency Partnership process analysis. This task may include, but is not limited to, the following: 1) coordinate with UMP and AWV consultants on model parameters; 2) independent review of model capabilities for this undertaking – with particular attention to the transit/alternative modes forecast elements; 3) coordinate agreement between UMP and AWV teams as to how all alternatives will be evaluated – from a common model or otherwise appropriate methods; 4) provide oversight to any refinements to the travel demand forecasting tool; 5) provide a framework for key measures where the travel model would be a primary source of information (for example, origin/destination data, mode share data, freight activity, travel time information, changes in volumes between scenarios, and input to motor vehicle analysis; 6) provide weekly oversight for eight (8) weeks as UMP and AWV teams prepare a forecast to assure they are coordinating and preparing findings based upon the agreed upon methods. The key outcome of this subtask will be determination of a forecast process for the partnership process to utilize.

5.2 Analysis Tools Review

The CONSULTANT will consider available transportation analysis tools and their applicability to the Tri Agency Partnership process. This task may include, but is not limited to the following: 1) review of tools available from AWV, I-5 and UMP teams; 2) appropriate use of simulation (such as VISSIM, Corsim) for highway network conditions and/or surface street analysis tools (such as Synchro, SimTraffic) for downtown streets; 3) establishing baseline condition tools for a collaborative process of evaluation of alternatives – who will apply the tools and what input data source shall be utilized; 4) review of measures of performance and the appropriate UMP/AWV team member for production of information; 5) review of analysis results. The key outcome of this subtask will be agreement on the analysis measures and tools that can provide travel time data for the options to be considered.

5.3 Data Assessment

The CONSULTANT will review available data collection that is being utilized as the baseline condition. This task may include, but is not limited to, the following: 1) review of transportation count and survey data; 2) consideration of information that decision makers or SAC members would utilize in their deliberations; 3) assessment of possible updates or gaps in data that would aid decision making process; 4) identification of data collection methods, locations, techniques to fill any updates/gaps prior to the assessment tasks to be conducted. Items such as updated cordon line (screen line) counts through downtown Seattle, and freight segmentation analysis would be examples of possible updated data. The key outcome of this subtask will be to facilitate the provision of data useful in the decision making process prior to assessment effort being undertaken.

5.4 Performance Measures Review

The CONSULTANT will review the development of performance measures by the UMP team and those utilized by the AWV team. The CONSULTANT will also review transportation planning measures to determine that they can be reasonably analyzed for alternative comparison and measured within the time constraints and transportation planning methodologies available. The CONSULTANT will recommend refinements to performance measures building from the established guiding principles – focusing on the key question: what needs to be looked at in terms of transportation planning for the appropriate principles to help guide comparison of project elements/alternatives that will help make a decision.

5.5 Options/Elements Development and Documentation

Substantial effort has occurred to develop improvements and measures in downtown Seattle. A wide range of transportation improvements have been identified by the STATE associated with the AWV. Because many of the improvements by themselves would not represent alternatives to the AWV, the transportation improvements from the AWV, UMP, I-5 and associated groups will be organized into groups and summarized. A gap assessment will be conducted with the IPM Team to determine if any other elements or options exist and if any new groupings of elements would be appropriate. The key outcome of this subtask will be transportation planning input to documentation in a matrix/summary format of the project elements and their role in meeting the guiding principles.

5.6 Screening/Packaging review

The elements/options from Task 5.5 will be screened with analysis and input from the AWV, I-5 and UMP teams. A transportation planning framework will be developed for screening and packaging options and elements. This will be done in a matrix format relating the guiding principles that the element/option addresses. Anticipated results from the elements will be summarized (for example, key transportation planning results that would be expected to be achieved) to allow the evaluation to verify what level of performance is forecast to be realized. The performance would be related to the performance measures

developed earlier in the process. The outcome of this subtask will be transportation input to the screening and packing process.

5.7 Evaluation/Analysis Review

The evaluation phase will involve two levels of transportation planning review. First, there will be coordinating the roles of UMP, AWV and I-5 resources to conduct transportation analysis to support the Tri Agency Partnership process. This will involve meeting with all groups and identifying where available information/analysis exists related to performance measures and alternatives. It is anticipated that substantial updated analysis will be required from the I-5, UMP and AWV teams to produce information regarding the guiding principles and performance measures. This first level will be to assure that there are not gaps in available data/analysis to fulfill the evaluation process. Second, there will be a review of the transportation planning evaluation/analysis materials that are produced by the AWV, UMP, and I-5 teams. This review will focus on the: 1) approaches and methods utilized to ensure the information is being applied properly; 2) an assessment of results in a comparative circumstance for the alternative packages that have been developed; 3) gaps in information that become apparent that are needed to aid the evaluation/decision process. The outcome of this subtask will be oversight to the transportation analysis performed by others and the organization of information to aid decision making.

5.8 Refined Packaging/Preferred Scenario Review

Once the transportation planning analysis is complete, it will be necessary to refine the packages of alternatives to build a preferred scenario. Working with the IPM team, elements and options will be reviewed to determine a preferred scenario that best addresses the guiding principles and performance measures based upon that analysis conducted on the packages. Transportation planning input will include the screening summary, documentation of a preferred scenario and the refinements to the preferred scenario.

Assumptions

- All transportation analysis and support will be conducted by UMP, AWV and I-5 team/consultants.
- Travel model refinement will be conducted by UMP team and/or AWV consultants.
- Agency coordination on forecasts, including WSDOT, SDOT, KCDOT, and Sound Transit, will be performed by the STATE.
- Data collection will be provided outside this contract, if necessary (counts, surveys).
- Web resources for documentation will be provided by others.
- Documents will be provided in .pdf format by others to produce, as needed.

Deliverables

- Working memorandum on data collection overview and gap assessment.
- Working memorandum on transportation forecasting tools.
- Working memorandum summarizing key transportation planning questions and relationship to performance measures.
- Transportation planning and analysis input to all of the deliverables listed in Task 4, the Draft and Final Reports listed in Task 9, and the PowerPoint presentations listed in Task 9.

TASK 6.0 DESIGN REVIEW

Objectives

The objective of this task is to conduct the necessary design review to support the Tri Agency Team in the development of a recommendation for replacing the AWV.

The CONSULTANT will be responsible for collecting and reviewing information already created by the AWV project team, the I-5 project team, the UMP team, and KCDOT. The CONSULTANT will assimilate the technical data already produced on the project and work closely with agency staff and consultant teams to fill in any gaps. In addition to identifying new alternatives, previous alternatives that have been considered and rejected may be reconsidered, and/or reconfigured.

After reviewing background documents, the CONSULTANT shall participate in a collaborative process with the Tri Agency Team to reconfirm the Guiding Principles including goals and objectives for the project, screening criteria, and the evaluation process.

The CONSULTANT will also conduct an independent review of construction costs for the proposed alternatives, as well as a high level phasing and constructibility review.

The CONSULTANT shall participate in a WSDOT led Cost Risk Analysis (CRA) for the recommended alternative.

Approach

6.1 Data Collection and Review of Work to Date

- The CONSULTANT will review existing and current AWV Central Waterfront, UMP, I-5, and King County documents to develop a basic understanding of the analysis, design, and cost estimating work completed to date as well as any on-going work. The CONSULTANT will also develop a basic understanding of the phasing and constructibility issues associated with the previous work.
- The CONSULTANT will also attend presentations by the WSDOT, AWV and I-5 teams, the SDOT UMP team, and KCDOT as part of the effort to understand work done to date, and on-going work.
- The CONSULTANT will conduct site visits to assess and confirm existing road conditions. The CONSULTANT will meet with SDOT, WSDOT, the Port of Seattle, the railroads and franchise utility staff to resolve any questions about existing conditions, and potential impacts to their facilities.
- The CONSULTANT will identify additional work to be completed by the STATE's, the City's and the County's teams that is determined needed to reach decisions on a course of action.

6.2 Identify and Support Possible Alternative Refinements

- The CONSULTANT shall work with the Tri Agency Team and the SAC to prepare a Long List of Building Block Improvement Elements based on information provided from WSDOT, SDOT, and KCDOT. The CONSULTANT may identify additional Improvement Elements of its own to supplement those provided by the Tri Agency staff and consultant teams. The Long List of Elements will include actions grouped into the following categories:
 - Transit Elements

- Surface Street Elements
- I-5 Elements
- SR-99 and Seawall Replacement Elements
- Other Elements
- The CONSULTANT will provide independent design, cost estimating, and constructibility reviews for the screening of the Long List of Improvement Elements. Those elements found not consistent with the goals and objectives for the project will be dropped. A Short List of Elements will be created from those that pass the screening process.

6.3 Guide and Support Improvement Elements Evaluation

- The CONSULTANT shall provide assistance to the Tri Agency Team in developing the evaluation criteria, and evaluation methodology.
- From the Short List of most promising elements, the CONSULTANT will assist the Tri Agency Team in identifying Corridor Level Scenarios that may include surface street elements, transit elements, and I-5 elements along with improvements to SR-99 and other actions such as TDM and TSM measures. Up to a total of five Corridor Level Scenarios will be identified. The Corridor Level Scenarios will be reviewed with the SAC prior to being finalized.
- The CONSULTANT will manage the review of the Corridor Scenarios and compile a summary evaluation based on the information produced by the Tri Agency staff and consultant teams. The evaluation will include a review of the construction costs, constructibility issues, and construction phasing concepts.
- The CONSULTANT will present the results of the alternatives evaluation to the Tri Agency Team and the SAC.
- The CONSULTANT will document the results of the evaluation process. Based on the information developed by the Tri Agency staff and the STATE's and City's consultant teams, the CONSULTANT will identify how each alternative either meets or does not meet the criteria, and how they compare to one another. Documentation will form the basis for a final report as well as presentations to the Tri Agency Team, as well as the SAC.
- The CONSULTANT will oversee the development of all information used by the Tri Agency Team to formulate a recommended solution for the corridor, but the CONSULTANT will not make an independent recommendation to the Tri Agency Team.

6.4 Cost/Risk Analysis (CRA) Support

- The CONSULTANT will participate in the presentation of the Tri Agency's recommended corridor solution to the WSDOT led Cost Risk Analysis (CRA) Team.
- The CONSULTANT will be available to answer questions and attend sessions throughout the CRA process.

Assumptions

- The STATE will provide all base maps, aerial photographs for the CONSULTANT to use in identifying potential alternatives.

- The CONSULTANT will identify concepts for the long list of solutions, and the Tri Agency staff will provide the design development to sufficiently understand the advantages and disadvantages of each concept for comparison in the screening process and the corridor scenario evaluations.
- The Tri Agency staff will provide written descriptions and graphics for each item on the Long List of Improvement Elements.
- The CONSULTANT will follow the existing graphic standards when creating new exhibits to maintain consistency with the work done to date.
- The STATE will provide names and contact information for representatives of all relevant stakeholders.
- The STATE will provide updated cost estimates for all alternatives including land cost information. The CONSULTANT will provide independent cost estimate review.

Deliverables

- Long List of Building Block Improvement Elements.
- Brief written description of the Long List of Building Block Improvement Elements.
- Draft Technical Memorandum documenting results of the evaluation process.
- Written review comments on the technical design sections for the Draft Alternatives Analysis Report.
- Final Technical Memorandum documenting results of the evaluation process.

TASK 7.0 ENVIRONMENTAL

Objectives

To support the development and review of potential options for assuring NEPA and SEPA environmental compliance for the Systems Evaluation Process.

Approach

7.1 Review Existing Environmental Work

The CONSULTANT will review the environmental analysis and existing conditions information that has been developed by the AWV project and by other efforts in the Central Waterfront, including WSDOT's I-5 project and the City of Seattle's UMP. The CONSULTANT will also review existing work to identify potential data gaps that may exist.

7.2 NEPA/SEPA Process Review and Guidance

This subtask will identify and confirm potential approach for achieving NEPA and SEPA environmental clearance for the individual or collective set of Central Waterfront strategies or actions that are expected to be recommended through the Tri Agency Partnership process. This effort will address implications to the existing AWV NEPA/SEPA effort, and will also include coordination with likely state, federal and local parties that would be responsible for implementing or approving elements of the Central Waterfront strategy. This subtask would be an early start item designed to identify key issues in the NEPA/SEPA process, but discussions will need to be conducted throughout the screening process and through the

identification of the Preferred Central Waterfront strategy, as the scope of collective and individual actions becomes defined in more detail.

Assumptions

This task group assumes that detailed environmental information will be available for baseline environmental conditions as well as for options and actions being considered through the AWV project, the I-5 project and the UMP.

Deliverables

Draft and Final versions of:

- Technical Memorandum on Available Environmental Information and Initial Data Needs.
- Central Waterfront Strategy NEPA/SEPA Compliance Recommendations.

8.0 URBAN DESIGN (ON HOLD)

9.0 REPORT PRODUCTION, GRAPHICS AND PRESENTATIONS SUPPORT

Objectives

- Produce a Draft and Final Report highlighting the Tri Agency Partnership Evaluation process.
- Produce presentations including supporting graphic materials to be used at public meetings and meetings of the SAC.

Approach

9.1 Final Report

The CONSULTANT will produce a Draft and a Final Report along with an Executive Summary that documents the process, findings and recommendations of the entire Tri Agency Partnership Evaluation process. All documents will be written in a "reader friendly" format and rely heavily on graphical communication tools. The Executive Summary will be a full color document that will be incorporated into the Final Report and also serve as a stand alone document.

9.2 Presentations

The CONSULTANT will produce up to 12 presentations in PowerPoint format to be used at the Management meetings, SAC meetings and other public forums as determined by the STATE.

Assumptions

- The CONSULTANT will be solely responsible for producing the draft and final versions of all reports and PowerPoint presentations.
- The STATE will provide substantial support through the AWV and I-5 Teams, the UMP Team and the King County staff in the development and production of some of the graphical materials, maps and illustrations of the improvement concepts.

- The STATE will provide substantial support through the AWV and I-5 Teams, the UMP Team and the King County staff in the development and production of text related to the descriptions of improvement elements.
- The Draft and Final Report will reflect the joint conclusions reached by the CONSULTANT and the Management Team.

Deliverables

- 25 hardcopies and one electronic copy of a partial color Draft Report of approximately 150 pages.
- 25 hardcopies and one electronic copy of a full color Draft Executive Summary of approximately 10 pages.
- 100 hardcopies and one electronic copy of a partial color Final Report of approximately 150 pages.
- 500 hardcopies and one electronic copy of a full color Final Executive Summary of approximately 10 pages.

One electronic copy of 10 PowerPoint presentations of up to 50 slides each.

List of Attachments and Exhibits

Attachment 1 – Scope of Work Schedule

Attachment 2 – Systems Evaluation Process Flowchart

Exhibit D – Prime Consultant’s Cost Computations (Cost Estimate)

Exhibit E – Sub Consultant’s Cost Computations (Cost Estimate)

Attachment 1

AWV Partnership Systems Evaluation Process

Scope of Work Schedule

TASK	2007												2008												2009			
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1 PROJECT SCOPE AND EARLY ACTION																												
1.1 Draft Scope and Budget	█																											
1.2 Final Scope and Budget		█																										
2 PROJECT MANAGEMENT																												
2.1 Project Management Controls																												
2.1.1 Schedule			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.2.2 Cost Reporting			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.2 Reporting and Communications			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.3 Change Management			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.4 Administrative Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
3 MANAGEMENT OF PARTNERSHIP PROCESS																												
3.1 Systems Approach Process			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
3.2 Tri Agency Partners Work Plan			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
3.3 On Going Management			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4 SAC STAFFING & SUPPORT																												
4.1 Process Design and Integration			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.2 Meeting Planning			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.3 Strategic Planning Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.4 Meeting Tracking and Observations			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5 TRANSPORTATION PLANNING & TRAFFIC ANALYSIS																												
5.1 Travel Model Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.2 Analysis Tools Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.3 Data Assessment			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.4 Performance Measures Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.5 Options/Elements Development and Documentation			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.6 Screening/Packaging Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.7 Evaluation/Analysis Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.8 Refined Packaging/Preferred Scenario Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6 DESIGN REVIEW																												
6.1 Data Collection and Review of Work to Date			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.2 Identify and Support Possible Alternative Refinements			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.3 Guide and Support Improvement Elements Evaluation			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.4 Cost/Risk Analysis Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
7 ENVIRONMENTAL REVIEW																												
7.1 Review Existing Environmental Work			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
7.2 NEPA/SEPA Process Review and Guidance			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
8 URBAN DESIGN																												
<i>Task on Hold</i>																												
9 REPORT PRODUCTION, GRAPHICS AND PRESENTATIONS																												
9.1 Final Report																												
9.1.1 Draft Final Report																												
9.1.2 Final Final Report																												
9.1.3 Draft Executive Summary																												
9.1.4 Final Executive Summary																												
9.2 Presentations																												

Attachment 2 AWV Partnership Systems Evaluation Process

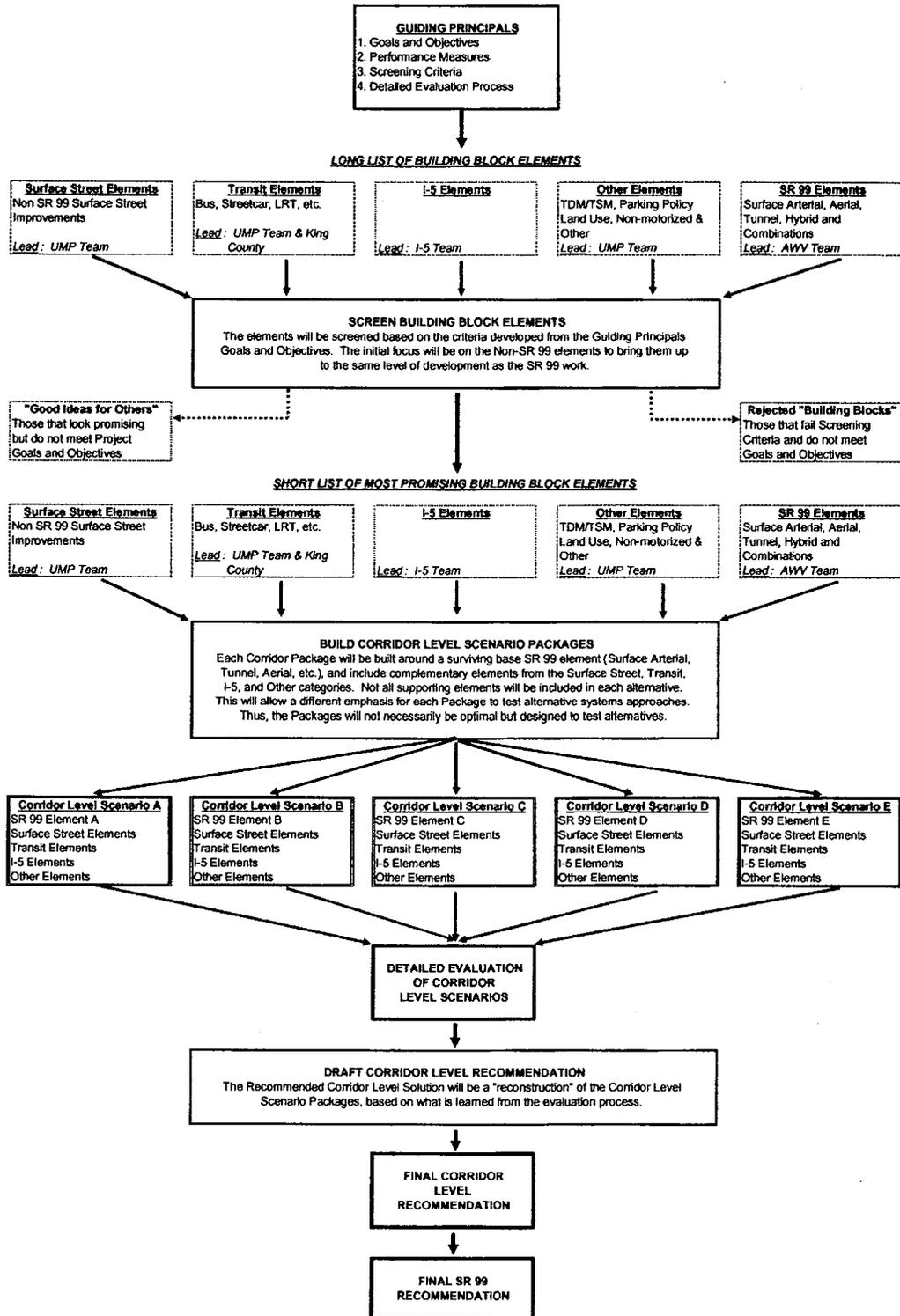


EXHIBIT B
GCA

SCOPE OF WORK

Cost Estimate

Direct Labor Costs:

Labor Category	Total Estimated Hours	Direct Labor Rate	Total Direct Costs
Independent Project Manager	1662	\$86.53	\$ 143,812.86

Sub-Total Direct Salary Cost	\$	143,812.86
5% Salary Escalation for 75% percent of Direct Salary Cost	\$	5,393.00
Total Direct Salary Cost	\$	149,205.86

Overhead Costs:

Audited Overhead 189.11% of Direct Salary Cost	\$	282,163.20
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Fixed Fee:

30.00% of Direct Salary Cost	\$	44,761.76
Total Labor Costs	\$	476,130.82