SEATTLE CITY COUNCIL

Legislative Summary

CB 118733

Record No.: CB 118733 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125107 **In Control:** City Clerk

File Created: 06/09/2016

Final Action: 08/17/2016

Title: AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of the "Lynnwood Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project"; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 Ex A - Lynnwood Link Supplement Scope of Work, Att 1 Ex B - Lynnwood Link Supplement Schedule, Att 1 Ex C - Lynnwood Link Supplement Budget, Att 1 Ex D - Lynnwood Link Supplement Federal Funding Requirements

Drafter: cheryl.swab@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	07/05/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	07/05/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	07/08/2016	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						

Notes:

1	Full Council	07/18/2016	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	08/02/2016	pass		Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).

Notes:

In Favor: 2 Chair O'Brien, Vice Chair Johnson

Opposed: 0

1	Full Council	08/08/2016	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Notes:

In Favor: 8 Councilmember Bagshaw, Councilmember Burgess, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien

Opposed: 0

1	City Clerk	08/12/2016	submitted for Mayor's signature	Mayor	
1	Mayor	08/16/2016	Signed		

Action Text: The Council Bill (CB) was Signed.

Notes:

1	Mayor	08/17/2016	returned	City Clerk	
1	City Clerk	08/17/2016	attested by City Clerk		

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125107

COUNCIL BILL 118733

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of the "Lynnwood Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project"; and ratifying and confirming certain prior acts.

WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a Memorandum of Agreement for Intergovernmental Cooperation with Sound Transit regarding Light Rail Development ("MOA"); and

WHEREAS, in response to Sound Transit's request for continued City support for Link light rail projects in exchange for Sound Transit's reimbursement of expenses incurred by the City in connection with such work, the MOA has been supplemented for the Central Link, University Link portion of the Central Link, Northgate Link, and East Link light rail projects; and

WHEREAS, Sound Transit has requested City support for design review, for expedited permitting and engineering services for the Lynnwood Link light rail extension project, and for limited ongoing program management services for the Lynnwood Link light rail extension project, and has agreed to reimburse the City for its expenses incurred in connection with such work; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of Transportation and recommended by the Mayor, the Director of Transportation or the Director's designee is hereby authorized to execute, for and on behalf of the City of Seattle, the "Lynnwood Link Supplement to the Memorandum of

Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project", substantially in the form of Attachment 1 to this ordinance, providing for Sound Transit reimbursement for City services provided in support of the Lynnwood Link light rail extension project.

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of August, 2016, and signed by me in open session in authentication of its passage this 8th day of August, 2016.

Bruce A. Harrell

President _____ of the City Council

Approved by me this 16th day of August, 2016.

Edward B. Murray, Mayor

Filed by me this 17th day of August, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 – Lynnwood Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Project

Exhibit A – Lynnwood Link Supplement Scope of Work
Exhibit B – Lynnwood Link Supplement Schedule
Exhibit C – Lynnwood Link Supplement Budget
Exhibit D – Lynnwood Link Supplement Federal Funding Requirements

LYNNWOOD LINK SUPPLEMENT TO THE MOA FOR INTERGOVERNMENTAL COOPERATION (APRIL 20, 1998) BETWEEN CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT) AND THE CITY OF SEATTLE FOR THE CENTRAL LINK LIGHT RAIL PROJECT

On this _____day of_____, 2016 this Lynnwood Link Supplement ("Lynnwood Link Supplement"), the tenth supplement to that certain April 20, 1998 Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project, is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and The City of Seattle ("City"), referred to collectively as "Parties" or individually as "Party."

RECITALS

A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the Parties' common and individual objectives with respect to the development of a light rail system within The City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.

B. The Lynnwood Link Extension Project (the "Project") has been identified as the next priority for extending the light rail system in The City of Seattle, which includes an 8.5 mile light rail extension from the Northgate area of Seattle to the City of Lynnwood. The Project includes a connection to the Northgate Link Extension at the Northgate Station (Northgate Connector), elevated stations at NE 145th, Mountlake Terrace Transit Center and the Lynnwood Transit Center; a retained-cut station at NE 185th St and two parking garages. Sound Transit completed environmental review of the Project in 2015. Services related to the Project are within the scope of the April 20, 1998 MOA which covers light rail within The City of Seattle. City services necessary to support the development and the design of the Project are consistent with the principles and approach of the April 20, 1998 MOA. This Lynnwood Link Supplement will also apply to City of Seattle-owned facilities in the City of Shoreline which may be impacted by the Project.

C. The Parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this Lynnwood Link Supplement, including the principles of

intergovernmental cooperation; expedited reviews and permit processing; and the process for dispute resolution.

D. The City recognizes that Sound Transit has responsibility for acquisition and disposition of property for its Project, and that real-estate decisions will be governed by Sound Transit Board approved policies and by state and federal law.

E. As anticipated by the Parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This Lynnwood Link Supplement, except as otherwise provided herein, shall cover services to be provided by the City in four primary areas: Program and Project Management, Design Review, Permitting, and Utility Engineering. While City permitting services may be covered under this Agreement, permitting fees will not be paid through this Agreement.

F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project within the City limits. In addition, the City is responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.

G. The City recognizes that the Project will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as provided herein to facilitate the timely completion of the Project.

H. Sound Transit's Project is partially funded by the Federal Transit Administration ("FTA") and is therefore required to include applicable FTA contract provisions in all of its third party agreements, including its agreements with the City; and such applicable federal contract provisions must be incorporated by the City in all third party contracts that are funded under this Lynnwood Link Supplement.

1.0 DEFINITION OF TERMS

The terms and abbreviations used in this Lynnwood Link Supplement and its exhibits shall be defined and/or identified as follows:

1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan.*

1.2. "City's Standard Plans and Specifications, 2017 Edition," means the contract specifications that

will be used by Sound Transit for improvements that will be owned and maintained by the City.

1.3. "Contract Specifications" means the contract-specific modifications to Sound Transit's Link Design Criteria that Sound Transit may require in contract procurement for construction materials and services.

1.4. Lynnwood Link Project or "Project" means the 8.5 mile northern extension of the Central Link light rail project from Northgate to Lynnwood and includes a connection to the Northgate Link Extension at the Northgate Station (Northgate Connector), as defined in the Sound Transit Board Resolution R2015-05 approved on April 23, 2015.

1.5. "Link Design Criteria Manual – version 3 (August 2013)" means the Design Criteria that will be used by Sound Transit in its Lynnwood Link light rail construction contracts.

1.6.

1.7. 1.6. "Working Day" means any calendar day that is not a Saturday, Sunday, or City or Sound Transit=observed holiday.

2.0 SCOPE OF THIS LYNNWOOD LINK SUPPLEMENT

2.1. Goals and Objectives

The Parties agree to do the following under the terms of this Lynnwood Supplement:

A. The Parties agree to work collaboratively on the Project.

B. The City shall provide timely services as provided herein to support Sound Transit in meeting its Project deadlines.

C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost effective and timely manner.

D. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.

E. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of requirements after the completion of design review. Both Parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.

F. Both Parties shall participate in interdisciplinary coordination meetings, as needed, to address issues that may affect the Project scope, schedule, budget or the community.

G. Where appropriate, the City and Sound Transit will document key design-related decisions.

H. To the extent the City is notified of federal grant requirements, the City's performance under this Lynnwood Link Supplement shall conform to the applicable grant requirements including the Federal Transit Administration grant requirements.

2.2. **Summary of Services under this Lynnwood Link Supplement**

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as are necessary for the issuance of permits and approvals by the City as further described in **Exhibit A** - Scope of Work of this Lynnwood Link Supplement, which by this reference is incorporated herein. The City may also provide services regarding Seattle City Light (SCL) and Seattle Public Utilities (SPU) facilities outside of the City limits impacted by the Project

2.3. Time of Completion and Schedule

Exhibit B is attached and describes the Project's anticipated schedule for design and City review of Project contract packages. This Supplement will fund the tasks identified in **Exhibit A** through the date identified in **Exhibit A** unless otherwise agreed by both Parties. Both Parties anticipate that additional City services will be provided for the construction phase of the Project through a separate Construction Services Agreement.

2.4. Designated Representatives

The Designated Representatives for each Party are as follows:

Rod Kempkes, Executive Project Director
Lynnwood Link Light Rail Project
Sound Transit
401 S. Jackson Street
Seattle, Washington 98104
Phone: (206) 398-5141

Michael James, Acting Rail Transit Manager
Seattle Department of Transportation
700 Fifth Avenue, Suite 3900
Seattle WA 98104
Phone: (206) 684-8066

Each of the Parties may change its own Designated Representative in such Party's discretion, and the Party making any such change shall give written notice of such change to the other Party's Designated Representative.

2.5. Responsibilities of Sound Transit

The following activities shall be performed by Sound Transit under this Lynnwood Link Supplement in support of the Project:

A. Develop designs, plans and specifications in connection with its construction of the Project.

B. Submit its designs, plans and specifications to the City for review pursuant to the procedures outlined in this Lynnwood Link Supplement.

C. Take the lead in coordinating regular Sound Transit/City team communication/meetings, as required or agreed to by the Parties.

D. Manage and coordinate requests made by its consultants for information from the City.

E. Assume responsibility for acquiring all necessary property, easements and rights-of-entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.

F. Work with the City to provide notice to private utilities for their relocation.

2.6. Responsibilities of the City

The following services shall be performed by certain City departments and offices assigned such tasks under this Lynnwood Link Supplement in support of the Project:

A. Organize interdepartmental implementation teams to achieve consensus on policy issues, expedite review of Sound Transit designs, and provide services to Sound Transit in a timely manner.

B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.

C. Provide a confirmation review through the Seattle Department of Transportation (SDOT) to ensure that all City comments on the 90%-Complete Submittal have been incorporated into the 100%-Complete Submittal, or otherwise resolved by Sound Transit and the City prior to permit approval.

D. Provide expedited and priority review of Project permit applications through the Seattle Department Transportation (SDOT) consistent with the timeframes described in Section 3.9, as to not delay construction activities by Sound Transit contractors or City crews supporting Sound Transit construction.

E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.

F. Work with Sound Transit to identify utility service needs and potential conflicts with City owned

utilities, provide location information, and provide cost estimates for service connections and relocations.

G. Mitigation commitments for Lynnwood Link are specified in the FTA Record of Decision (July 10, 2015) and the FHWA Record of Decision (August 31, 2015). The Final NEPA/SEPA EIS for Lynnwood Link was published in April 2015. The City will work with Sound Transit to refine or update mitigation, if needed, to comply with permitting and other city requirements.

H. Provide program management and financial management of City resources and services.

I. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both Parties.

J. Provide Sound Transit with timely access to public City records and plans.

K. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.

L. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate. Once utilities are notified, ST to coordinate directly with affected utility.

M. Notify Sound Transit promptly when the City's costs are projected to exceed the budget for any Task due to unforeseen costs or cost increases.

2.7. Specific Tasks to be Performed by Individual City Departments and Offices

The tasks that shall be performed by individual City departments and offices are generally described in **Exhibit A**. Tasks will be performed by the City in accordance with and in support of Sound Transit's schedule for design review as provided in **Exhibit B**.

3.0 DESIGN SUBMITTALS

To ensure uniformity and consistency in the design and review process the Parties have agreed to the design completion levels defined below (namely, "Early Work Submittals", "60%-Complete Submittals," "90%-Complete Submittals," and "100% -Complete Submittals"), as well as standards and specifications specified in this section. Sound Transit shall work in close cooperation with the City during the preparation of preliminary and final plans for the Project to ensure that, to the greatest extent possible, the objectives identified in the April 20, 1998 MOA and this Lynnwood Link Supplement are achieved.

3.1. Level of Completion Defined.

Each level of design completion as used in this Lynnwood Link Supplement and its Exhibits shall be defined as follows.

3.1.1. Early Work Submittals - Submittals that present design refinements of the preliminary design. The submittals will include drawings and supporting technical information documenting the proposed design.

3.1.2. 60%-Complete Submittals - Submittals that are sufficiently complete to illustrate the entire scope of the work under design so that all reviewers can comment on the overall scope of the Project. These submittals shall also include updated cost estimates and geotechnical data. (These submittals are intended to ensure that new, never-before-seen items of significance do not appear for the first time in the 90%-Complete Submittal, excepting new design generated in response to 60% comments.)

3.1.3. 90%-Complete Submittals - The submittals that include drawings, special provisions, supplemental technical specifications, updated quantity estimates, and order-of-magnitude cost estimates that are essentially complete with only items of insignificance needing detailing or checking. All calculations shall be completed and checked in accordance with established quality control procedures. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both Parties.

3.1.4. 100%-Complete Submittals. The submittals that demonstrate all design review comments have been resolved for the purposes of the City's plan approval as confirmed by the City's Designated Representative or other authorized City official in writing.

3.2. City's Standard Plans and Specifications.

Except as further provided in subsection 3.3, the City's Standard Plans and Specifications, 2017 Edition and SPU's current Design Standards and Guidelines, shall be used for all Project-related work that either (a) affects existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2017 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

3.3. Deviation from City's Standard Specifications.

3.3.1. The City's Designated Representative or other authorized City official, may permit, from time to time, a deviation from the requirements of Subsection 3.2 whenever:

A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and

B. The City's Designated Representative, or other authorized City official, has consulted and reached consensus among the head(s) or designated representative(s) of each City department and office that has an interest in the matter; and

C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2017 Edition and SPU's Design Standards and Guidelines, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and

D. The City's Designated Representative, or other authorized City official, has approved deviation from the requirements of subsection 3.2 in writing.

3.3.2 Any deviations approved by the City under subsection 3.3.1 shall not be used as a precedent for future actions.

3.3.3 If any conflict is discovered between Sound Transit or City work under this Lynnwood Link Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this Lynnwood Link Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulations; provided that as applied to the work to be completed under this Lynnwood Link Supplement, the City's Standard Plans and Specifications, 2017 Edition, or a deviation authorized pursuant to Section 3.3 shall control in the event of a conflict between the City's Standard Plans and Specifications, 2017 Edition, and any subsequent revision to the City Standard Plans and Specifications.

3.4 Sound Transit Link Design Criteria

Sound Transit has developed a set of Link Design Criteria Manual – version 3 (August 2013) to be used on each of the Sound Transit civil facilities construction contracts. Any contract-specific modifications of the Link Design Criteria shall be approved by the Capital Program Control Board (CCB) with copies sent to the City for concurrence. The City shall review each Contract Specification package as part of the Sound Transit contract design submittals. If the City requests modification to the Link Contract Specifications for a particular contract under review, Sound Transit,

in conjunction with the City, shall make a determination whether the proposed modification is acceptable to Sound Transit. Should the Parties be unable to reach consensus, disagreements may be resolved through the Dispute Resolution Process described in Section 8.

3.5 Early Identification and Resolution of Design Issues

3.5.1 To expedite design submittal review and to improve product quality, Sound Transit will hold design review and coordination sessions with the Project designers on at least a bi-weekly (every other week) basis throughout the design phase. Sound Transit will meet with the City Designated Representative or other authorized City official(s) to discuss specific items of interest to the City, as necessary.

3.5.2 To ensure the development of the highest quality system, and the most cost-effective resolution of problems, all efforts will be made to identify and resolve major design issues at the earliest possible stage of design development.

3.6 Transmittal and Review of Design Packages

Sound Transit's transmittal and the City's review of Sound Transit's Design Submittals shall proceed as follows:

3.6.1 Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other authorized City official, for review and comment by various, appropriate City departments and offices. The Designated Representatives of Sound Transit and the City shall determine the method of transmittal and number of copies required for submitting each plan package to the City. Submittals may include electronic and hard copy submittals. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.

3.6.2 Submittals will be reviewed by SDOT, Seattle City Light (SCL), Seattle Public Utilities (SPU), and Seattle Fire Department (Fire). No park lands will be impacted, therefore no reviews or involvement by Seattle Parks is anticipated. SDOT will issue Project Construction Permits (PCPs) and associated Street Improvement Permits (SIPs) or Utility Major Permits (UMPs) for the construction contracts following the completion of Project submittals by Sound Transit. SCL and SPU facilities outside of the City limits may be included in the Sound Transit submittals for review by SCL and SPU. If an SDOT permit is not needed for the contract package, then completion of the SCL or SPU review will be signified by issuance of formal written approval by SCL and SPU. For work outside the City, Sound Transit will coordinate the reviews with the applicable

jurisdiction and provide review comments directly to either the SPU or SCL representative.

3.6.3 Sound Transit will apply for construction permits through separate applications to the Seattle Department of Construction and Inspections (SDCI) and Office of Planning and Community Development (OPCD) as part of each department's regular business operations. Fees associated with the review and issuance of these permits, in particular, Master Use Permits, building, Major Public Project Construction Noise Variances, and electrical, will be paid by Sound Transit through the normal permitting application process and will not be invoiced under this Agreement with the exception of the Seattle Fire Department budget as referenced in Task 6 of **Exhibit C**.

3.6.4 The City shall complete its review of Sound Transit design submittals at the 60%- and 90%- Complete Submittal stages, as defined by this Lynnwood Link Supplement and set forth in **Exhibit B**.

3.7 Sound Transit-Performed Work

3.7.1 Sound Transit or its consultants shall develop the actual design plans and design documents for the Project.

3.7.2 Sound Transit shall involve the City and seek input in the early stages of design development and throughout the design process.

3.7.3 Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious review of Sound Transit documents, consistent with the timelines identified in Section 3.9. The City's Designated Representative shall notify City departments of the anticipated plan submittal dates.

3.7.4 Sound Transit shall provide the City with a complete submittal for the work to be done in each construction contract awarded by Sound Transit. If Sound Transit determines that it cannot or is unlikely to meet its anticipated submittal dates in **Exhibit B**, it will deliver to the City's Designated Representative Sound Transit's revised submittal schedule as soon as possible after any delay is known or suspected.

3.8 Immediate Notice of Incomplete or Inadequate Design Submittals

3.8.1 Each Party recognizes that the incompleteness or insufficiency of any submittal may result in Project delays and require additional expenditures beyond the budgeted amounts for this Project. To quickly correct incomplete or insufficient submittals, the City's

Designated Representative or other authorized official shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

3.9 City Review Schedule

3.9.1 City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty (30) calendar days to review the 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period and the same City reviewer(s) need to review the multiple packages, the City shall have forty-five (45) calendar days to review the packages and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.

3.9.2 If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.

3.9.3 The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer working days than provided for in this Lynnwood Link Supplement.

3.10 Resolution of Inconsistencies and Consolidation of City Responses to Design Submittals

3.10.1 The City's Designated Representative, or other authorized official designated by the City, shall resolve any inconsistencies among review comments by City departments and offices regarding the Project's design submittals prior to the review comments being consolidated and transmitted, in writing, to Sound Transit.

3.10.2 The City recognizes that inconsistent review comments usually cause delay, result in added staff time for review, and may result in unnecessary change orders or additional costs to the Project. The City intends to provide consistent review comments. If inconsistent comments are discovered, the City will resolve the inconsistencies immediately upon written notice from Sound Transit. The City will promptly take corrective action to avoid any added costs to Sound Transit as a result of such inconsistencies and avoid providing similar inconsistent comments on future reviews.

3.11 Sound Transit Response to City Review Comments and Resolution of Issues

3.11.1 The City will submit formal written comments consolidated by SDOT to Sound Transit for each of the 60%-, 90%-Complete Submittals within the timeframe specified in Section 3.9. Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. SDOT shall notify Sound Transit in writing when all outstanding design issues have been resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Approval of the 100%-Complete Submittal is a prerequisite to issuance of the Project Construction Permit by SDOT for the construction contracts necessary to fulfill the permitting requirements of the Agreement Between The City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975, as amended). For guideway structure and other light rail transit facilities within City of Seattle right of way a Project Construction Permit and companion Street Improvement Permit (SIP) will be issued. The City of Seattle (SDOT) will work with Sound Transit through the Street Improvement Permit (SIP) Design Guidance process so that timely issuance of the Street Improvement Permit is achieved.

3.12 Plan Approval and Project Construction Permits

3.12.1 Sound Transit must provide a one-week advance notice prior to submitting the final 100% - Complete Submittal to SDOT. Sound Transit will submit three half-size plan sets for approval. SDOT will coordinate a final check of the submittal and will provide written concurrence within 15 Working Days of receiving the three plan sets if the 100% - Complete Submittal has adequately addressed the City comments.

3.12.2 When written notice of approval of the 100% - Complete Submittal is given to Sound Transit, SDOT will invite Sound Transit to submit drawings with SDOT-assigned vault and serial numbers for signature.

3.12.3 The City's costs associated with generating the Project Construction Permit are based on time and materials, which are reimbursed by Sound Transit through this Supplement. A final processing/filing fee will be invoiced by the City to Sound Transit for each construction contract's Project Construction Permit per the Street Use Permit Fee Schedule.

3.13 Plan Approval and the SDOT SIP and UMP Design Guidance Processes

Sound Transit will seek a Street Improvement Permit or Utility Major Permit, as appropriate, from SDOT through the SIP or UMP Design Guidance permit processes for work within City right-of-way. The City will coordinate with Sound Transit to implement a fast-track SIP process by scheduling 30%, 60%, and 90% design guidance meetings as quickly as possible and by scheduling mini-SIP meetings at Sound Transit's request in order to help expedite and streamline the SIP Design Guidance permit process.

4 SCL and SPU ENGINEERING

Seattle City Light (SCL) and Seattle Public Utilities (SPU) will conduct design reviews for the Project as described in **Exhibit A.** System engineering work will be managed through an amendment to the existing Construction Services Agreement (CSA) between Sound Transit and The City of Seattle and by CSA task order to allow key Project and management decisions to be made, and inform subsequent task orders. SCL and SPU facilities outside of the City limits may be included in the design review and design concepts described in such task orders. Final utility design and SCL or SPU system improvements will be covered by an amendment to the Construction Services Agreement(s).

5 PROJECT DESIGN TO MINIMIZE IMPACTS

Certain principles shall be applied by Sound Transit to the greatest extent practicable to achieve certain goals of the City. These principles are discussed in the following subsections.

5.1 Minimize City Maintenance and Operational Costs

The Project shall be designed to the greatest extent practical to minimize any increase in City maintenance and operation costs directly caused by the Project. Prior to the issuance of construction permits, Sound Transit and the City shall agree in principle on the delineation of ongoing maintenance and operational responsibilities that are likely to be experienced by the City as a direct result of the Project or operation of the resulting light rail system. Such issues and costs include but are not limited to the reconstruction or realignment of any street, sidewalk, bikeway or utility facility or system; the re-timing or other modifications of existing traffic signals; and the installation of new

traffic signals, signage, lane markings, street lighting, sidewalk lighting, or pathway lighting within the construction limits of the Project.

5.2 Project Design to Minimize Travel and Access Disruptions

The Project shall be designed to the greatest extent practicable to minimize disruptions to City businesses and residents during construction. To achieve that result, Sound Transit and the City shall work cooperatively with representatives of businesses and neighborhoods affected by the Project. The Project shall also be designed to ensure that:

5.2.1 The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, either by construction being undertaken at varying times of day, in geographic stages, or through other means;

5.2.2 Emergency vehicle, utility maintenance vehicle, and fire protection vehicle access is preserved to every business and residence directly affected by the Project construction, and pedestrian access to each such residence and business (during its normal business hours) is preserved at all times;

5.2.3 Vehicular access for types of vehicles other than those identified in Subsection 5.2.2 to every residence directly affected by the Project construction is preserved except when construction requirements necessitate the complete blockage thereof; and

5.2.4 Reasonable prior notice is provided to directly-affected property owners, business tenants and neighborhood residents of any loss or change of access to or from their respective properties, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

6. REIMBURSEMENTS

6.1 Sound Transit's Maximum Funding Obligation

Sound Transit's maximum funding obligation for the City's services under this Lynnwood Link Supplement is contained in **Exhibit C – Budget**. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in **Exhibit C**, unless authorization is received from its Board of Directors and upon the execution of a new supplement or an amendment of this Lynnwood Link Supplement upon such terms and conditions as are approved by the Board. If at any time, and for any reason, the City's costs are projected to exceed the amount covered by this Lynnwood Link Supplement, the City shall notify Sound Transit without delay.

6.2 Budget

Sound Transit shall reimburse the City for the costs of services delivered and work performed under the Scope of Work of this Lynnwood Link Supplement. The amount set forth in the Budget provided in **Exhibit C**, which is attached to this Lynnwood Link Supplement and incorporated herein by reference, reflects the Parties' best estimates of the amounts that may be required to accomplish the tasks under this Lynnwood Link Supplement. Sound Transit and the City recognize that the Budget for delivering such services and performing such work was developed based on assumptions stated in **Exhibit A** and information from each Party, and the Parties recognize that the reallocation of effort based on actual needs may be necessary to meet Project objectives. The City shall endeavor to manage the expenditures of departments and offices engaged in work under this Lynnwood Link Supplement so that the maximum funding obligation of Sound Transit is not exceeded.

6.3 Reimbursement of City Costs

6.3.1 Principles for Determining Eligible Reimbursable Costs

The following principles shall be applied to determine what costs are reimbursable by Sound Transit.

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add "essential value" to the Project.
- Tasks and the deliverable or product must be clearly described in progress reports and invoices.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).
- Tasks indirectly related to implementing the Project may be supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third-party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements or other environmental documents that the City would normally perform without charge.

6.3.2 Task Order Management

For some elements of City work specifically identified in **Exhibit A**, a task order process may be used to efficiently allocate resources and inform key Project and management decisions in a timely manner. All task orders shall be subject to the terms and conditions of this Lynnwood Link Supplement including its scope and budget provisions, unless a provision is expressly modified by a specific reference to the Supplement section.

6.4 Approval of Additional Funding Above Maximum Funding Obligation

Sound Transit and the City agree to the following rules for increases in task budgets:

A. The City may expend up to the budget for each Task as delineated in **Exhibit C**.

B. If at any time, costs are projected to exceed the budget for any Task due to unforeseen costs or cost increases, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.

C. Before incurring costs in excess of the budget for any of the tasks provided in **Exhibit C**, the City will request Sound Transit's approval for additional budget in writing in a timely fashion. Sound Transit must approve the City's request before the City incurs any excess costs for those costs to be eligible for reimbursement; and until such time as Sound Transit approves the City's request, the City shall not be obligated to continue work on the affected Task.

D. Upon receipt of the City's notice, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, or (2) reduce the Scope of Work.

E. Additional budget for any task may be provided by either a.) a reallocation of budget from other tasks, or b.) authorization of the use of contingency amounts budgeted for this Lynnwood Link Supplement.

F. Any expenditure that exceeds the maximum amount authorized for this Lynnwood Link Supplement shall require further authorization by Sound Transit's Board of Directors.

6.5 Invoicing by City

The City will invoice Sound Transit based on actual expenditures on a monthly basis within 45 days from the date of its month-end closure. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting requests for reimbursement to Sound Transit in accordance with the procedures in this Subsection and any other applicable regulations.

6.5.1 The City's invoice shall detail costs incurred for the month by department and Task. Invoices will include a progress report of the work detailed in the invoice, including narrative of the work performed and supporting documentation.

6.5.2 The City shall ensure that expenditures invoiced to Sound Transit are eligible for reimbursement under the terms of this Supplement. Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.

6.5.3 Invoices shall bear the name and address of the City's Designated Representative and reference this Lynnwood Link Supplement. Invoices shall also reference the appropriate purchase order number, which will be provided by Sound Transit once available. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, that the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Lynnwood Link Supplement.

6.5.4 The City shall submit all invoices, required reports, and documentation to AccountsPayable@SoundTransit,org, or Sound Transit Accounts Payable, 401 S. Jackson Street, Seattle, WA 98104, with notice to the Designated Representative of Sound Transit and Sound Transit Project Control.

6.6 Reimbursement by Sound Transit

Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City invoice, Sound Transit shall remit payment to the City.

All reimbursements shall be made under the following procedures:

6.6.1 Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work performed under this Supplement shall be reasonably certified as acceptable by Sound Transit before payment.

6.6.2 To be entitled to reimbursement for the satisfactory performance of the work identified in this Supplement, the City must provide documentation of all eligible expenses as required by subsection 6.6 or by the applicable federal requirements. Sound Transit reserves the

right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this Lynnwood Link Supplement.

6.6.3 Sound Transit shall review the invoice within thirty (30) calendar days after receipt and shall notify the City in writing of any amount rejected and/or request for additional information. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of receipt of a complete and accurate invoice.

6.6.4 In the event that Sound Transit reimbursement is delayed beyond forty-five (45) calendar days of receipt of a complete and accurate City invoice, the City shall have the right to charge interest at a rate of 3.5% annually and compounded monthly, accruing from the closing date of the invoice.

6.6.5 Reimbursements will be paid to the City to the attention of the Seattle Department of Transportation Accounts Receivable, with notice to the Designated Representative of the City.

7. ADMINISTRATION

7.1 Monitoring and Reporting of Progress

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the Scope of Work and budget for the Project. The City shall provide clear, accurate and detailed progress reports to Sound Transit as part of the City's monthly invoice. The City shall work with Sound Transit to further refine its progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's project control system. The City and Sound Transit shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

7.2 Monitoring and Reporting of Costs

7.2.1 The City's Designated Representative, or other designated City official, will provide detailed cost reports to Sound Transit on a quarterly basis for the purposes of reconciliation as described in subsection 7.3.

7.2.2 The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements.

7.3 Quarterly Review

Both Parties agree to monitor and review the actual versus estimated effort on a quarterly basis. The Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such services cannot be performed within the budget specified by Task. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts.

7.4 Availability of Records

All Project records in support of all costs incurred and actual expenditures kept by the City shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by Sound Transit and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of said records shall be furnished to Sound Transit and/or the Federal government upon request. This requirement shall be included in all subcontracts entered into by the City related to the work to fulfill the terms of this Lynnwood Link Supplement.

7.5 Audit

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this Lynnwood Link Supplement or previous Supplements, or any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this Lynnwood Link Supplement subject to the availability of records as described in subsection 7.4.

7.6 Third Party Contract Administration

Each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party to this Lynnwood Link Supplement. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

8. DISPUTE RESOLUTION PROCESS

The Parties remain committed to resolving issues cooperatively, expeditiously, and at the lowest possible staff level. However, as provided for in the April 20, 1998 MOA, the following is the agreed upon process for dispute resolution:

8.1 General

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Lynnwood Link Supplement. The Designated Representatives will communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Lynnwood Link Supplement. The Designated Representatives will cooperate in providing staff support to facilitate the performance of this Lynnwood Link Supplement and the resolution of any issues or disputes arising during the term of this Lynnwood Link Supplement.

8.2 Notice of Problem or Dispute and Meeting of Designated Representatives

Each Designated Representative will notify the other in writing of any problem or dispute that the Designated Representative believes should be resolved. The Designated Representatives shall meet within three (3) Working Days of receiving the written notice in an attempt to resolve the dispute.

8.3 Meeting of Directors

In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Chief Executive Officer or his/her designee and the Director of the Seattle Department of Transportation or his/her designee shall meet within seven (7) Working Days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

8.4 Prerequisites to Litigation

Neither Sound Transit nor the City shall have the right to seek relief under this Lynnwood Link Supplement in a court of law until and unless each of the procedural steps specified in Subsections 8.1, 8.2, and 8.3 have been completed.

9. COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

Sound Transit's Project is partially funded by the FTA and is therefore required to include applicable FTA provisions in all of its agreements. The FTA provisions attached as **Exhibit D**, Federal Funding Requirements, are incorporated herein as though they were set forth in full in the body of this Lynnwood Link Supplement. The City agrees to comply with the federal funding requirements in Exhibit D, and the City shall include all applicable FTA provisions described in Exhibit D in all third-party contracts that are funded under this Lynnwood Link Supplement, such as procurement, subcontracts or third-party contracts for design and construction services. All references to "Consultant" in Exhibit D shall be construed to mean the City and its third-party consultants or contractors (if any). Exhibit D may be modified or revised by Sound Transit from time to time to comply with revised federal requirements or to conform to the nature of the work performed under this Lynnwood Link Supplement. Sound Transit will provide the City with timely notification of any changes to Federal provisions as currently described in Exhibit D.

10. EXERCISE OF CITY'S POLICE POWER

Sound Transit recognizes the right vested in the City pursuant to general law to exercise its police power for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this Lynnwood Link Supplement shall be construed as precluding the City from exercising such power in connection with Sound Transit's light rail system except as specifically provided in this Lynnwood Link Supplement, and then, only to the extent this Lynnwood Link Supplement expressly precludes such exercise.

11. EXTENSION FOR STATE OF EMERGENCY SITUATIONS

Notwithstanding subsection 2.3, the time period required for performance of services under this Lynnwood Link Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the Party obligated to perform such services; provided, that the Party adversely affected by such condition shall promptly advise the other Party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

12. LEGAL RELATIONS

12.1 Indemnification

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions of the indemnifying Party. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from 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. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party. This indemnification shall survive the expiration or earlier termination of this Agreement.

12.2 Venue

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Lynnwood Link Supplement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

12.3 Effective Date

This Lynnwood Link Supplement shall be effective as of the later date as signed below.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Lynnwood Link Supplement by having its authorized representative affix his/her name in the appropriate space below:

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

Peter Rogoff
Chief Executive Officer
Sound Transit

Date:

Approved as to form:

By:

Sound Transit Legal Counsel

Authorized by Motion:

THE CITY OF SEATTLE

Scott Kubly
Director
Seattle Department of Transportation

Date:

Authorized by Ordinance _____

Exhibits:

Exhibit A - Scope of Work
Exhibit B - Schedule
Exhibit C - Budget
Exhibit D - Federal Funding Requirements

STATE OF WASHINGTON)
) ss. **(Acknowledgment for The City of Seattle)**
COUNTY OF KING)

On this _____ day of _____, 2016, before me, personally appeared _____, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

_____ _____
(Signature) (Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

STATE OF WASHINGTON)
) ss. **(Acknowledgment for Sound Transit)**
COUNTY OF KING)

On this _____ day of _____, 2016, before me, personally appeared _____, to me known to be the Chief Executive Officer of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

GIVEN under my hand and official seal the day and year written above in this certificate.

_____ _____
(Signature) (Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

Exhibit A

SCOPE OF WORK

LYNNWOOD LINK SUPPLEMENT

To the April 20, 1998 MOA for Intergovernmental Cooperation between Sound Transit and the City of Seattle for the Central Link Light Rail Project

Introduction

This scope of work describes City of Seattle ("City") tasks and deliverables necessary to facilitate Sound Transit's final design of the Lynnwood Link extension of the Central Link light rail line. Under this Lynnwood Link Supplement, the City agrees to provide project management, expedited design review, expedited permit processing, utility engineering studies, and other design and field support services as described in the scope of work below. This scope was developed based on past experience with previous Link projects and on the recognition of differences with the proposed Lynnwood Link Project ("PROJECT"), the 8.5-mile light rail extension from Northgate to Lynnwood. The scope includes certain work outside the City of Seattle limits; SCL and SPU own and operate assets along the I-5 corridor north of 145th Ave North to the King/Snohomish County line.

The scope of services defined in this Supplement will commence upon execution of the Lynnwood Link Supplement and will be funded through June 2018 unless otherwise agreed by both Parties. Modifications to this Scope of Work to meet the needs of the PROJECT may be made by mutual agreement between the Parties as described in the Lynnwood Link Supplement Agreement, which this **Exhibit A** is a part of, by reference.

Scope of Work

Task 1 – Core Team Management

The Seattle Department of Transportation (**SDOT**) will provide the City's Core Team management of all final design review required for the portions of the PROJECT within the Seattle city limits. For reviews of PROJECT components outside of the Seattle city limits, SDOT to provide a single point of contact to facilitate the dissemination of review packages and consolidation of comments from affected City departments (an optional task to be assessed if needed). The team is comprised of the City's Rail Transit Manager, Lynnwood Link Executive Project Director, SDOT Street Use Division representative, and project control staff.

SDOT's Lynnwood Link Core Team will:

- Provide management, oversight and coordination of PROJECT-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate City-wide design review, and permitting activities.
- Coordinate issuance of PROJECT Construction Permits, Street Improvement Permits (SIP) and Utility Major Permits (UMP) for advanced utility work by the SDOT Street Use Division to satisfy the permitting requirements of the agreement authorized by Ordinance 119975, as amended.
- Facilitate resolution of PROJECT policy and design issues.
- Manage the City's Lynnwood Link Supplement budget and administer monthly progress reporting, monthly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.

Under this task SDOT may contract with a consultant to provide the single point of contact for reviews of PROJECT components outside of the Seattle city limits.

Task 2 – Design Review and Guidance (SDOT)

The City of Seattle will review PROJECT design submittals in accordance with the terms and conditions of this Lynnwood Link Supplement. City design review activities supporting the final design effort include pre-submittal reviews, identifying and resolving conflicting City comments, and preparing and delivering one set of internally consistent and coordinated City comments to Sound Transit for each submittal. City, with the exception of of SDOT and SFD, will work with Sound Transit to use the Sound Transit SharePoint site for comment entry during design reviews. If the site is found to be too inefficient, an alternate method comment transfer will be agreed to by Sound Transit and the City. Sound Transit will provide the format for the City to use in providing their comments for design reviews. Street Improvement Permit (SIP) and Utility Major Permit (UMP) reviews will follow SDOT SIP or UMP format.

City design review activities under this task support the issuance of the overarching PROJECT Construction Permits and will involve the Seattle Department of Transportation (SDOT), Seattle Public Utilities (SPU), Seattle City Light (SCL), the Seattle Fire Department (SFD), and any consultants retained by the City. Design review will be coordinated with Seattle Department of Design and Construction (SDCI) and Seattle City Light (SCL) reviews provided under Tasks 3 and 4 below. No park lands, i.e. Jackson Park Golf Course will be impacted, therefore reviews or involvement by Seattle Parks is not anticipated.

Departmental managers will coordinate the activities of their departments and represent their departments on all Lynnwood Link matters.

City of Seattle Departmental Managers will:

- Oversee his/her department's activities as defined in this Lynnwood Link Supplement.
- Ensure that the City has done whatever it reasonably can do to help Sound Transit become permit-ready.
- Serve as their department's liaison to Sound Transit.
- Manage resolution of design, field support, permitting and real estate issues.
- Coordinate notification of private utilities about relocation.
- Provide fiscal management of their department's activities.
- Participate in Sound Transit design meetings and committees to further PROJECT implementation as needed, including Fire Life Safety Committee and Permit Management Work Group.

Under this task:

- SDOT may contract a Geotechnical Consultant for review of geotechnical investigations and recommendations, including settlement impacts to City infrastructure.

- SDOT will provide existing traffic count and signal data and review the Traffic Engineering Reports.

- SDOT will assist Sound Transit in application and interpretation of city requirements regarding required setback distances, sidewalk widths, curb lines, on-street parking and traffic lanes.

- SFD will assist Sound Transit in application and interpretations of fire code requirements.

- The City will assist Sound Transit to promote Crime Prevention through Environmental Design (CPTED) by incorporating CPTED considerations in the City's review comments.

- The City will work with Sound Transit to achieve early determination of City requirements and interpretations, and these determinations will be memorialized through Letters of Concurrence.

City reviews will be on efforts leading up to and including the applicable 60% and 90% design submittals, as listed below. All comments resolution or lack thereof and actions shall be documented at the subsequent submittal stage. The 100% submittals will be transmitted to City reviewers to confirm that all prior 90% review comments submitted to Sound Transit have been addressed for permit issuance.

Background on Design Contracts and Contract Packages

The final design contracts for the PROJECT consist of civil and systems final design contracts. The civil design contract will develop three heavy civil contract packages and the systems design contract will develop one heavy systems contract package.

The contract packages utilize the Heavy Civil GC/CM project delivery method with the exception of L100 which will be delivered utilizing design-bid-build (DBB) project delivery. The focus of City of Seattle design reviews and permitting is anticipated to be primarily within Contract Package L100 and partially within Contract Package L200, where additional coordination activities for advanced utility work with the City of Shoreline may occur. Each Contract Package is described below and shown geographically in Figure 1-1.

- L100 (DBB) — 0.1 mile elevated guideway and trackwork from the Northgate Station tail track to north of vacated NE 107th Street on 1st Avenue NE. Known as the Lynnwood Connector, Sound Transit intends to Change order this package to the N160 contract with final design by LLE CONSULTANT working with N160 contractor

- L200 (Heavy Civil GC/CM) — 4.7 mile guideway from the Lynnwood Connector to North 200th Street including 1.7 mile elevated and 3.0 mile retained cut/fill guideway, trackwork, one elevated station at N 145th Street, one retained cut station at NE 185th Street and a 500 stall garage at each station

- L300 (Heavy Civil GC/CM) — 3.7 mile guideway from North 200th Street to the Lynnwood Transit Center consisting of 2.3 mile elevated and 1.4 mile retained cut/fill guideway, trackwork, elevated stations at the Mountlake Terrace Transit Center and Lynnwood Transit Center and a 1650 stall garage at the Lynnwood Transit Center

- L800 (Heavy Systems GC/CM) — 8.5 mile length for the entire line from the Northgate Station tail track to the Lynnwood Transit Center including signaling, traction power, overhead contact, communications and Supervisory Control and Data Acquisition (SCADA)
- There is a potential optional future station at NE 130th St which is currently not part of the scope.
- Potential Advanced Work Packages ("mini-MACC's") that are not currently part of the scope of work:
    - Utility Relocations — Includes the design and relocation of utilities crossing I-5 and other major utility relocations impacted by the PROJECT improvements that may involve long lead times and/or crew availability and/or seasonal restrictions.
    - Demolition and Remediation — Includes demolition and site remediation of significant structures impacted by the PROJECT improvements. Demolition within this submittal includes residential dwellings, structures, or buildings along the alignment. Also included is site grading following demolition activities to prepare each site for the next phase of work.
    - NE 145th St Interchange as applicable
    - Other packages of work determined to be advantageous in meeting the goals and objectives of the PROJECT.

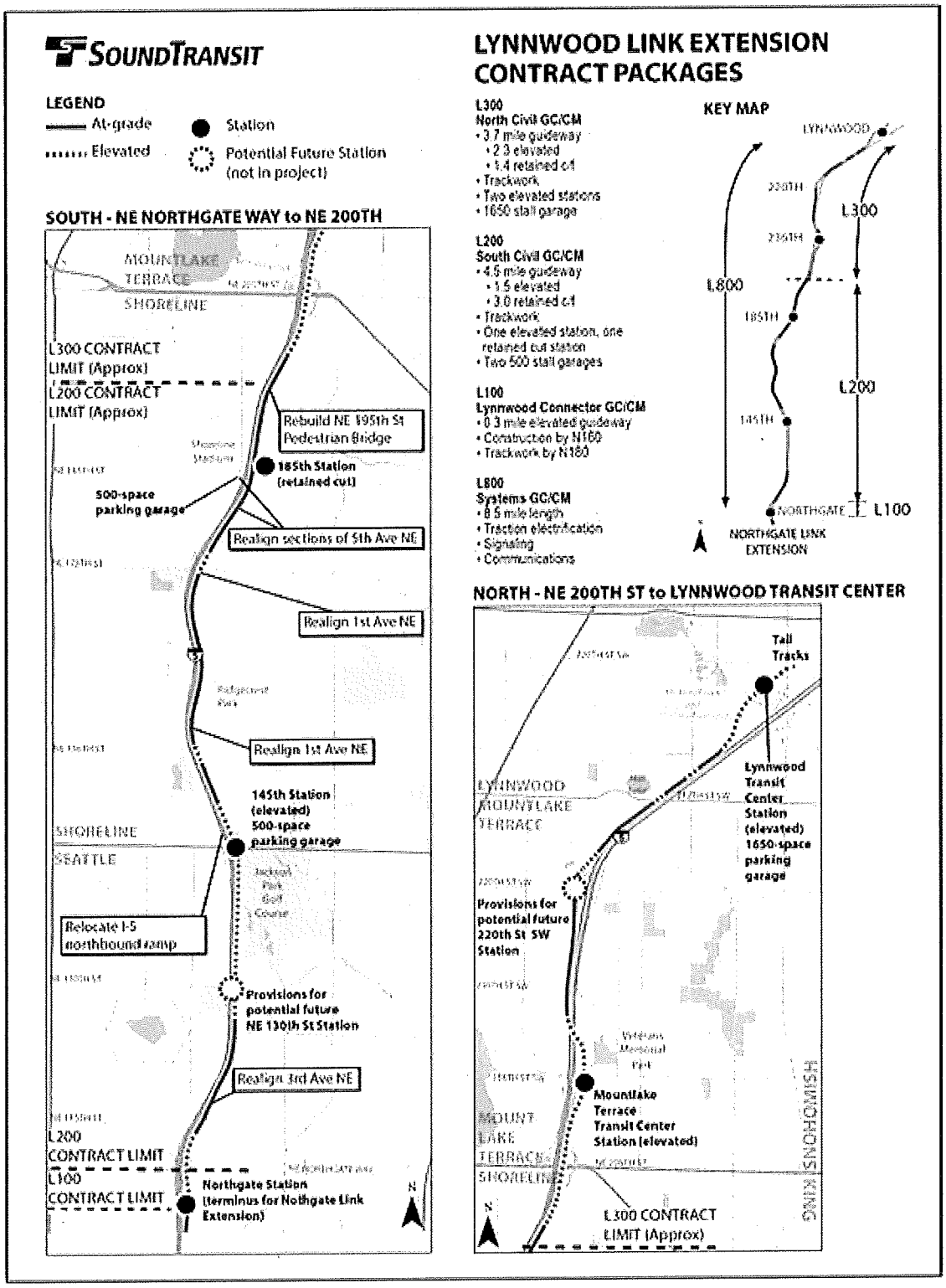
SOUNDTRANSIT
LEGEND
At-grade
Elevated
Station
Potential Future Station (not in project)
SOUTH - NE NORTHGATE WAY to NE 200TH
MOUNTLAKE TERRACE
SHORELINE
L300 CONTRACT LIMIT (Approx)
L200 CONTRACT LIMIT (Approx)
Rebuild NE 195th St Pedestrian Bridge
185th Station (retained cut)
500-space parking garage
Realign sections of 5th Ave NE
Realign 1st Ave NE
Realign 1st Ave NE
145th Station (elevated) 500-space parking garage
SHORELINE
SEATTLE
Relocate I-5 northbound ramp
Provisions for potential future NE 130th St Station
Realign 3rd Ave NE
L200 CONTRACT LIMIT
L100 CONTRACT LIMIT
Northgate Station (terminus for Nothgate Link Extension)
LYNNWOOD LINK EXTENSION CONTRACT PACKAGES
L300
North Civil GC/CM
• 3.7 mile guideway
• 2.3 elevated
• 1.4 retained cut
• Trackwork
• Two elevated stations
• 1650 stall garage
L200
South Civil GC/CM
• 4.5 mile guideway
• 1.5 elevated
• 3.0 retained cut
• Trackwork
• One elevated station, one retained cut station
• Two 500 stall garages
L100
Lynnwood Connector GC/CM
• 0.3 mile elevated guideway
• Construction by N160
• Trackwork by N160
L800
Systems GC/CM
• 8.5 mile length
• Traction electrification
• Signaling
• Communications
KEY MAP
LYNNWOOD
L300
L800
185TH
L200
145TH
NORTHGATE
L100
NORTHGATE LINK EXTENSION
NORTH - NE 200TH ST to LYNNWOOD TRANSIT CENTER
Tail Tracks
Lynnwood Transit Center Station (elevated) 1650-space parking garage
LYNNWOOD
MOUNTLAKE TERRACE
Provisions for potential future 220th St SW Station
Mountlake Terrace Transit Center Station (elevated)
MOUNT LAKE TERRACE
SHORELINE
SNOHOMISH
KING
L300 CONTRACT LIMIT (Approx)

Figure 1-1

Design Review

The civil contract packages may be divided into smaller individual submittals for review. Refer to Table 1 for more detailed information on location and anticipated City department involvement. The specific submittals anticipated at this time are listed below.

In accordance with subsection 3.13 of the Supplement Agreement, Sound Transit will seek separate Street Improvement Permits (SIP) or Utility Major Permits (UMP) from SDOT through the SIP or UMP Design Guidance permit processes for the following two (2) contracts. These contracts may be broken up into several SIP or UMP packages, based on consultantion with the SIP/UMP project manager upon application submittal.

- L100 (Northgate Connector) Contract
  - 1st Ave NE in the vicinity of NE 107th
- L200 (South Segment) Contract- portion within City of Seattle to NE 145th St
  - 1st Ave NE from the interface with L100 to NE 117th St
  - NE 145th St Interchange
  - Utility Relocation at NE 123rd St
  - Utility Relocation at NE 125th St
  - 2 – Street Relocation Packages (within the City of Seattle): 1st Ave NE at NE 115th St and 3rd Ave NE at NE 117th St.
  - 6 – Streets affected by the Transit Way Agreement: NE 115th Street; NE 116th Street; NE 120th Street; NE 123rd Street; NE 125th Street; NE145th Street
  - 2 - Signal bungalows: NE 120th St; and Jackson Park – Park and Ride
  - TPSS at NE 120th St
  - 5 - Stormwater management facilities: NE 120th TPSS; Jackson Park signal bungalow; non-motorized crossing at NE 115th St; 3rd Ave improvements at NE 117th St and 5th Ave improvements south of NE 145th St.

All SDOT SIP and UMP design review and guidance fees associated with the above contracts will be paid separately from this agreement through the standard SIP biling process.

In addition to the SIP/UMP reviews, L100 and L200 (portion within City of Seattle) will also require review of the full contract design package (i.e. full plan set and specifications). Sound Transit shall submit the SIP/UMP package and full design package at the same time to the SIP/UMP project manager for a simultaneous review of both packages. The two packages shall be consistent with one another. The assigned SDOT SIP/UMP project manager will coordinate the review of both packages. A Project Construction Permit (PCP) will be issued upon completion of both the SIP/UMP and full design package reviews.

The following contracts or PROJECT elements are not within the City of Seattle, but affect SPU or SCL utilities. Their review will be coordinated directly with the assigned SCL or SPU project managers:

- L200 (South Segment) - portion outside City of Seattle north of NE 145th St
- L300 (North Segment) – portion outside City of Seattle but within King County
- 9 - Utility Relocations (outside of City of Seattle): NE 155th St; NE 165th St; NE 167th St; NE 170th St; NE 180th St; NE 183rd St; NE 189th St; NE 195th St; NE 201st St

- 4 - Street Relocation Packages (outside of City of Seattle): 1st Ave NE (NE 159th ST to NE 161st St; 1st Ave NE (NE 170th ST to NE 174th St); NE 183rd St and relocated 5th Ave (south of 185th); NE 185th St and relocated 5th Ave (north of 185th)

The following contracts or PROJECT elements are not currently part of this Scope of Work:

- L800 (Systems)
- Advanced Work Packages
- Future station at NE 130th Street

Task 3 – Seattle Department of Construction and Inspections (SDCI) Services

Seattle Department of Construction and Inspection (SDCI) permits may be required for elements of the PROJECT. For example, work on private property within the City of Seattle such as demolition or station construction would require SDCI permits. Permits by SDCI will be completed under a value-based permit fee structure and are not funded through this agreement. SDCI permitting fees will not be collected for SFD work that is covered in Task 6. SDCI and SDOT staff will coordinate City review efforts to ensure timely reviews of Sound Transit design and permit submittals to meet PROJECT schedule requirements.

Task 4 – SCL Design Review and System Engineering Services

Seattle City Light (SCL) and Sound Transit jointly recognize the PROJECT has a tight schedule and submittal review timeframes. Sound Transit may request that SCL expedite review of specific submittals critical to the PROJECT schedule, in which case SCL will make that submittal the highest priority for Sound Transit submittal review consistent with the timeframes described in Section 3.9 of this Lynnwood Link Supplement to the MOA.

SCL to perform:

1. **Coordination**

    a. SCL will assign experienced staff and facilitate direct communication between the PROJECT team, the assigned SCL personnel from the Major Accounts, and Customer Care Center and SCL staff members that are familiar with Sound Transit projects.

    Coordinate services among SCL service center, system planning and various City departments as needed

    a. SCL Capital Projects personnel assigned to each Project site location will:

        i. Prioritize PROJECT work within the department

        ii. Anticipate production needs within City agencies

        iii. Anticipate and respond to priorities identified by the PROJECT

        iv. Coordinate with Sound Transit if PROJECT priorities change

        v. Resolve issues (including those that cross City agency divisions and department jurisdictions) to facilitate Sound Transit's ability to submit complete submittals and applications that meet City requirements.

b. SCL staff will participate in coordination meetings with Sound Transit staff and consultants, as needed, to ensure close PROJECT coordination

c. Provide timely responses and documentation

d. Provide a PROJECT team organization chart of dedicated personnel with roles, responsibilities and contact information.

e. Coordinate with City of Shoreline for work within the City of Shoreline

2. **Plan Reviews**

   a. Provide timely review of all submittals for compliance with Seattle City Light Standards.

   b. Review Sound Transit's Civil Final Design plans, provide comments and seek resolution with the Sound Transit PROJECT team on the following:

      i. Impacts on the electrical infrastructure.

      ii. Proposed relocations of the transmission and distribution facilities.

      iii. Potential relocations and protect-in-place mitigation strategies.

   c. Notify Sound Transit of known planned system upgrades in vicinity of the PROJECT limits for PROJECT coordination.

   d. Identify standards publications for design compliance.

   e. Provide guidance and design feedback throughout final design of the PROJECT to prepare for relocation and relocation alternatives.

   f. Where Seattle City Light has permanent rights they will be granted permanent rights during relocation prior to construction of new facilities.

   g. Where necessary Sound Transit will have an operational agreement in place with Seattle City Light Operations Center prior to construction of new facilities.

3. **Technical Support**

   a. Provide technical support and guidance on the design of electrical transmission and distribution for:

      i. Overhead powerline and pole relocations

      ii. Undergrounding of overhead electrical facilities

4. **System Upgrades for TPSS Services**

   a. Agree on final determination of system upgrades and design system improvements required by Sound Transit as identified in the SCL Facilities Study for Light Rail Stations dated February 29, 2016.

   b. The cost of system improvements to meet contingency loading from other traction power sub stations and to provide additional redundancy will be borne by Sound Transit in accordance with City and State Law. Seattle City Light shall bear the cost of system upgrades to meet normal Sound Transit load per Seattle City Light Departmental Policies and Procedures.

c. Coordinate for determination of system upgrades assignment and rough order of magnitude cost estimates.

5. **Assumptions**

a. Site drainage and grading associated with electrical infrastructure within ROW to be reviewed by SPU.

b. Parcel specific reviews to be conducted by DPD and Seattle City light Real Property division.

Task 5 – SPU Design Review and System Engineering Services

Seattle Public Utilities (SPU) and Sound Transit jointly recognize the need to evaluate SPU infrastructure and the ability to provide adequate utility service during the construction and operation of Lynnwood Link. SPU will provide a timely review of all submittals for compliance with all applicable current City codes and SPU current Design Standards and Guidelines, including but not limited to site drainage and grading, and impact to water system for the PROJECT.

SPU will assign an experienced group of staff members that are familiar with Sound Transit projects to each site location due to tight schedule and submittal timeframes. SPU personnel assigned to each Project site location will be responsible for prioritizing PROJECT work within the department, anticipating production needs within City agencies, anticipating and responding to priorities identified by Sound Transit, coordinating with Sound Transit if PROJECT priorities change, and helping to resolve issues (including those that cross City agency divisions and department jurisdictions) to facilitate Sound Transit's ability to submit complete applications that meet City requirements.

Appropriate SPU staff will participate in coordination meetings with Sound Transit staff and consultants, as needed, to ensure close PROJECT coordination. Sound Transit may request that SPU expedite review of specific submittals critical to the PROJECT, in which case SPU will make that submittal the highest priority for Sound Transit submittal review consistent with the timeframes described in Section 3.9 of this Lynnwood Link Supplement to the MOA.

Anticipated scope of work:

New Sanitary Sewer Service

- New 6 inch services at certain locations in support of the proposed rail line and associated facilities

Reconfiguration of Water facilities

The following SPU water utility modifications are expected:

- Water Line under 185th Street
- Water Line under 195th Street (dry line to be preserved for future needs)
- Various impacts to the water system along the rail corridor
- New hydrants at certain locations in support of the proposed rail line and associated facilities

Stormwater management

The PROJECT will require the preparation of stormwater report(s) meeting City of Seattle criteria by the Sound Transit design team. A draft stormwater report will be prepared at the 60% design milestone and

finalized by 90% design milestone. SPU will review stormwater plans and reports for the following improvements (at a minimum):

- Light rail guideway
- TPSS (NE 120th St)
- Signal bungalows (NE 120th St and S. Jackson Park and Ride)
- Non-motorized crossing at NE 115th Street
- 3rd Avenue improvements (at NE 117th Street), and
- 5th Ave NE improvements south of NE 145th Street.

For the tasks listed above and for projects beyond the City limits requiring coordination with the City of Shoreline, SPU will perform:

- **Plan Reviews** - Review Sound Transit Civil Design for impacts on SPU infrastructure, including potential relocations and protect-in-place mitigation strategies.
    - Provide Sound Transit design team information of existing facilities and known planned system upgrades in the vicinity of the PROJECT limits.
    - Provide guidance and design feedback on protection standards to be met to protect SPU infrastructure and maintain service.
- **Pre-Construction services** - Identify potential points of service connection for Sound Transit temporary construction and permanent operation.
    - Provide Sound Transit design team information of known planned system upgrades in the vicinity of the PROJECT limits.
    - Provide limits on outages, or identify conditions where temporary facility is necessary to support construction.
    - Identify the number and types of SPU work force needed during construction for submittal review, inspection, and construction service work and coordination.
- **SPU system upgrades** - Manage the planning, design review, and cost estimating of system upgrades needed.
    - List dedicated personnel to PROJECT with roles and responsibilities.
    - Participate in periodic coordination meeting with Sound Transit to go over PROJECT status.
- **Coordination** - Coordinate services among SPU sewer and water service, system planning and various city departments.
    - Provide timely responses and documentation as required by the PROJECT task, and schedule.
    - Early discussion with ST of conflicts in communication within the City to aid in Sound Transit design decision making.
- **Support work on utility impacts**.

- Identify communication tree within SPU for Sound Transit design team contact.
- Make available sewer cards and water main as-built information. Sound Transit to research and obtain relevant information to evaluate potential conflicts with City technical staff.
- Make available design standards and guidance to mitigate impacted facilities.
- Identify availability of field crew and procurement constrains to support advanced utility construction.

Task 6 – Seattle Fire Department Design, System, and Plan Review

Seattle Fire Department (SFD) and Sound Transit jointly recognize the need to ensure the Lynnwood Link project meets minimum requirements for fire and life safety. SFD will provide a timely review of all submittals for compliance with applicable current City codes including but not limited to: Seattle Fire Code, Seattle Fire Code administrative rules, NFPA 130, as amended, and related standards. The applicable Fire Code and related standards will be determined by a separate letter of concurrence.

Due to tight schedule and submittal timeframes, SFD will assign experienced staff to the PROJECT and facilitate direct communication between the Sound Transit design team and SFD staff members that are familiar with Sound Transit projects. SFD personnel assigned to Lynnwood Link will be responsible for prioritizing PROJECT work within the department, anticipating production needs within City agencies, anticipating and responding to priorities identified by Sound Transit, coordinating with Sound Transit if PROJECT priorities change, and helping to resolve issues (including those that cross City agency divisions and department jurisdictions) to facilitate Sound Transit's ability to submit complete plan submittals that meet City requirements. This person will provide a direct line of communication between the Sound Transit design team and the assigned SFD personnel from the Fire Marshal Office, Special Projects section.

Appropriate SFD staff will participate in coordination meetings with Sound Transit staff and consultants, as needed, to ensure close PROJECT coordination. Sound Transit may request that SFD expedite review of specific submittals critical to the PROJECT, in which case SFD will make that submittal the highest priority for Sound Transit submittal review consistent with the timeframes described in Section 3.9 of this Lynnwood Link Supplement to the MOA.

The review will include construction safety requirements such as standpipes and radio communication and life safety systems, and ensure the final product allows reasonable emergency response throughout the facilities. This will include the review of plans relative to integration of the various fire and life safety systems in emergency modes.

Task 7 –Right of Way Dedication (SDOT)

Sound Transit proposes to move and reconstruct the following streets as part of the PROJECT.:

- 1st Ave NE in vicinity of NE 115th St
- 3rd Ave NE and NE 117th St

Sound Transit will need to work with SDOT to complete right of way dedications and/or easements needed.

Also, a new access road on 1st Ave NE at NE 120th Street may be built to access a new Sound Transit TPSS. The type of easement needed has not yet been determined. Sound Transit may need to work with SDOT to complete needed right of way dedications or easements.

This task includes early coordination with SDOT's Real Estate group during the final design phase of the PROJECT and does not currently include the continued coordination that would be required through construction. The City's acceptance of right of way and property transfers would typically occur after construction of the new roadway is complete.

Basis of Scope and Budget Estimate

The City and Sound Transit have developed this Scope of Work (**Exhibit A**), and Budget (**Exhibit C**) based on the information available at an early stage of PROJECT development and informed by the past experience of the parties on other Link Light Rail projects. Sound Transit recognizes that the budget as depicted in Exhibit C may not be sufficient to complete the entire work effort required by the City as noted in the Scope of Work contained in Exhibit A. As such, Sound Transit will supplement the budget noted in Exhibit C with unspent funds currently budgeted in an existing Letter Agreement with SCL for design services dated May 7, 2015 and extended per agreement through December 31, 2016. Upon reaching 60% design and during the Project baselining process, Sound Transit, in cooperation with the City of Seattle will assess the adequacy of the budget for the completion of the scope of work identified in Exhibit A and may revise this Supplement to complete the work needed to permit the PROJECT. In the event, prior to the PROJECT reaching 60% design, the expenditures appear to be trending in excess of the budget identified in Exhibit C for each task, the guidelines established under Section 6.5 of the Supplement will be followed.

The Budget represents the Parties' best estimate for completing the Scope of Work, but does not represent a fixed fee commitment to complete the Scope of Work. The City agrees to make best efforts to complete the scope within the Budget, and further agrees not to exceed the budgeted amount without prior authorization from Sound Transit.

Assumptions

In addition to those assumptions stated elsewhere in this Lynnwood Link Supplement, the following assumptions have been used in estimating the effort required to complete the Scope of Work.

- These estimates are for work to be performed in direct support of the PROJECT.
- Geotechnical information and settlement impacts have not yet been fully determined for the PROJECT. This scope assumes that Department Managers and City-retained consultants, if any, will review geotechnical and settlement reports for impacts to City infrastructure. The budget does not include the development of significant settlement monitoring and mitigation measures, should these efforts prove necessary.
- Estimates are based on the parties adhering to the definitions of 60%-, and 90%-Complete Submittal as outlined in this Lynnwood Link Supplement.
- SDCI permitting fees will not be collected for SFD work that is covered in Task 6.
- SDCI review and permit fees are not included.

- SDOT Street Improvement Permit (SIP) and Utility Major Permit (UMP) review and permit fees are not included.

- Budgets reflect anticipated blended hourly rates and overhead charges using mid-point of agreement estimates or salary escalation rates. Significant additional hourly rate or overhead adjustments are not anticipated during the duration of this agreement and would be offset by scope reductions given the fixed total Budget associated with this Agreement.

- Formal design submittals and reviews will transpire in substantial compliance with the Schedule provided in **Exhibit B**.

- Estimates assume that no Parks Department facilities will be directly impacted by Lynnwood Link construction activities.

- Real estate transactions for easements or subsurface rights on City-owned property that is not street right-of-way will be handled outside the scope of this agreement.

- Sound Transit will work with City staff to address other jurisdictions' permitting scope of work that impacts City's infrastructure prior to obtaining permitting agreement

- SCL budget estimates assume:
    - Sound Transit will provide construction and operation load characteristics for supply studies.
    - Final electrical design is not covered in this Scope of Work.
    - SCL support for the contract bid process or construction services is not included in this Scope of Work.
    - Services to be handled over the counter and are not included in this scope of work.

Budget and Contingency

The Budget for this Lynnwood Link Supplement is described in **Exhibit C**. A contingency of 10% was included in the Budget for this Supplement. The reallocation of uncommitted funds within or between tasks by the City is allowed subject to prior written approval by Sound Transit. The use of contingency is subject to prior written approval by Sound Transit and requires a change order.

Table 1 – Work Activities and City Effort by Department

Jurisdiction	Contract Package	City of Seattle Department	SPU		SCL		SDOT		SFD		DPD	
		Design Submittal Review Package	60%	90%	60%	90%	60%	90%	60%	90%	60%	90%
StCity of Seattle	L100 - Northgate Link Connector	Water Facilities Reconfiguration	✓	✓			✓	✓	✓	✓	Payments to DPD for design services will be covered under value-based permit fees and are excluded from the funding for this Lynnwood Link Supplement.	
		Electrical Utility Relocations			✓	✓	✓	✓				
		Structures					✓	✓				
	L200 - Heavy Civil Contract South	Street Relocation/Reconstruction	✓	✓	✓	✓	✓	✓	✓	✓		
		New Sanitary Sewer	✓	✓			✓	✓				
		Water Facilities Reconfiguration	✓	✓			✓	✓	✓	✓		
		Stormwater Reports	✓	✓			✓	✓				
		Stormwater Faciliities	✓	✓								
		Electrical Utility Relocations			✓	✓	✓	✓				
		Electrical System Upgrades			✓	✓	✓	✓				
City of Shoreline	L200 - Heavy Civil Contract South	Water Line Reconfiguration	✓	✓								
		Electrical Utility Relocations			✓	✓						
		Electrical System Upgrades			✓	✓						
	L300 - Heavy Civil Contract South	Electrical Utility Relocations			✓	✓						
		Electrical System Upgrades			✓	✓						

* All SDOT design review and guidance fees associated with the L100 and L200 contracts will be paid separately from this agreement through the standard SIP billing process.

Att 1 Ex B– Lynnwood Link Supplement Schedule

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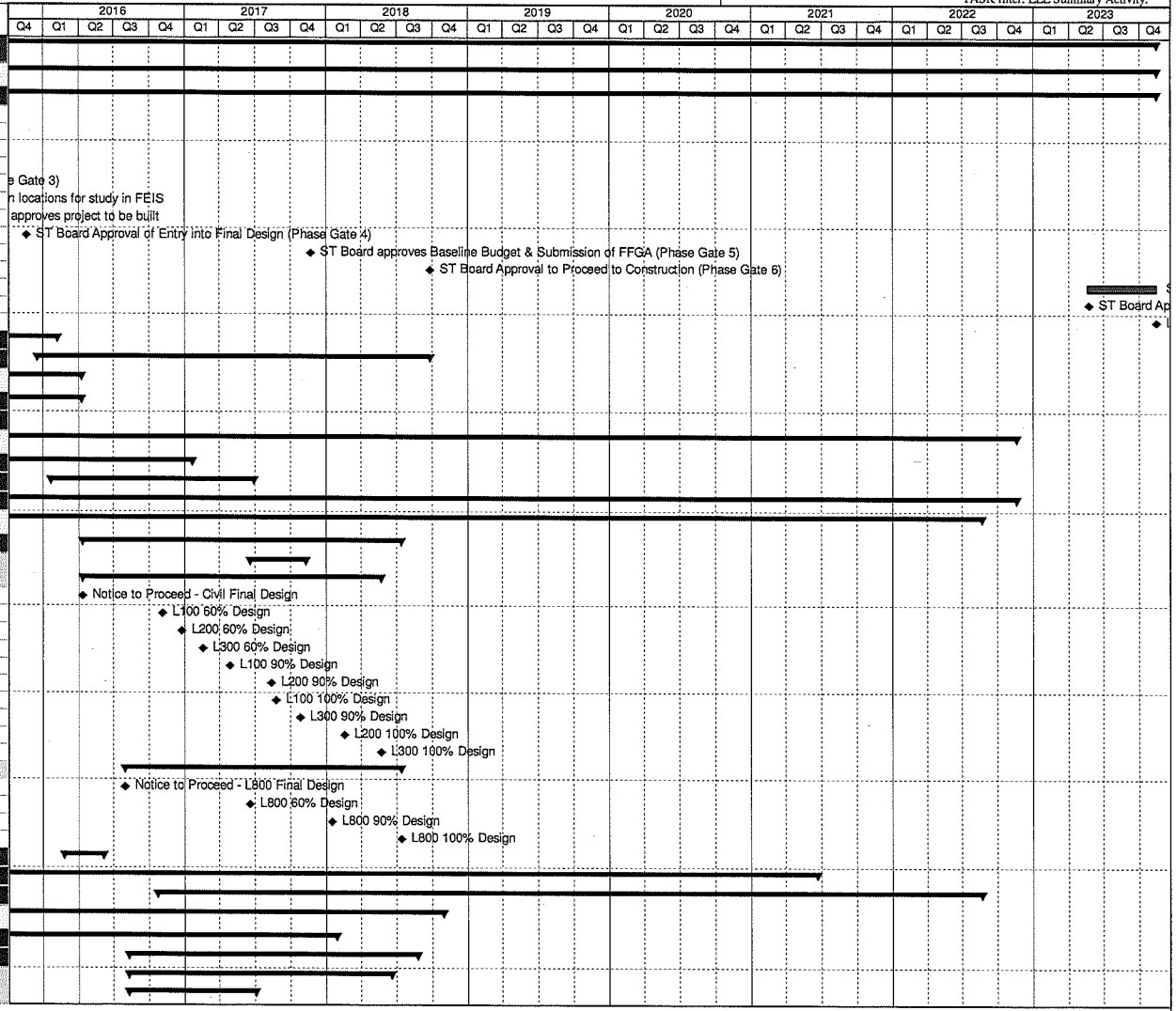
Contact: Michael Truman
Updated:01-Apr-16

LLE Master Schedule - Master Summary Schedule

Project:LLE Master Schedule
Layout:LLE Summary Schedule
TASK filter: LLE Summary Activity.

Activity Name	Start	Finish
LLE Master Schedule	28-Apr-10 A	14-Nov-23
Project Management and Milestones	20-May-10	14-Nov-23
Phase Gates and Board Actions	20-May-10	14-Nov-23
ST Board Approval of Entry into Project Development (Phase Gate 1)	20-May-10	
ST Board Identification of Alternatives (Phase Gate 2)	01-Dec-11 A	
ST Board selects range of alternatives for study by NCTP	15-Dec-11 A	
ST Board Identifies route and stations for detailed study in DEIS	26-Apr-12 A	
ST Board Identifies Preferred Alternative (Phase Gate 3)	07-Nov-13 A	
ST Board identifies preferred routes and station locations for study in FEIS	21-Nov-13 A	
ST Board approves project to be built	23-Apr-15 A	
ST Board Approval of Entry into Final Design (Phase Gate 4)	19-Nov-15 A	
ST Board approves Baseline Budget & Submission of FFGA (Phase Gate 5)	23-Nov-17	
ST Board Approval to Proceed to Construction (Phase Gate 6)	27-Sep-18	
ST-Controlled Float	19-May-23	14-Nov-23
ST Board Approves Transition to Operations (Phase Gate 7)	25-May-23	
Lynnwood Link Revenue Service Date		14-Nov-23
Federal Approvals	10-Jul-15 A	08-Feb-16 A
Budget Actions	17-Dec-15 A	27-Sep-18
Alternatives Analysis/Environmental Review/PE	28-Apr-10 A	10-Apr-16
Engineering Contracts and EIS	28-Apr-10 A	10-Apr-16
Risk/VE Workshops	27-Mar-13 A	21-Aug-15 A
Procurement	01-Sep-15 A	19-Nov-22
Civil Contracts	15-Sep-15 A	19-Jan-17
Systems Contracts	20-Jan-16 A	27-Jun-17
Light Rail Vehicle Procurement	01-Sep-15 A	19-Nov-22
Final Design	09-Apr-15 A	21-Aug-22
Design Milestones	11-Apr-16	13-Jul-18
Baseline Process (Phase Gate 5)	19-Jun-17	09-Nov-17
Civil Design	11-Apr-16	23-May-18
Notice to Proceed - Civil Final Design	11-Apr-16	
L100 60% Design		04-Nov-16
L200 60% Design		23-Dec-16
L300 60% Design		17-Feb-17
L100 90% Design		26-Apr-17
L200 90% Design		11-Aug-17
L100 100% Design		25-Aug-17
L300 90% Design		25-Oct-17
L200 100% Design		16-Feb-18
L300 100% Design		23-May-18
Systems Design	29-Jul-16	13-Jul-18
Notice to Proceed - L800 Final Design	29-Jul-16	
L800 60% Design		19-Jun-17
L800 90% Design		16-Jan-18
L800 100% Design		13-Jul-18
Independent Cost Estimate	25-Feb-16 A	06-Jun-16
Civil Design Contract	09-Apr-15 A	22-Jun-21
Systems Final Design	22-Oct-16	21-Aug-22
ROW/Property Acquisition	01-Aug-15 A	31-Oct-18
Early Acquisitions (37 properties identified)	01-Aug-15 A	28-Jan-18
Contractor-Identified Acquisitions	09-Aug-16	25-Aug-18
L200 Acquisitions	09-Aug-16	19-Jun-18
Appraisal and Offer	09-Aug-16	04-Jul-17



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

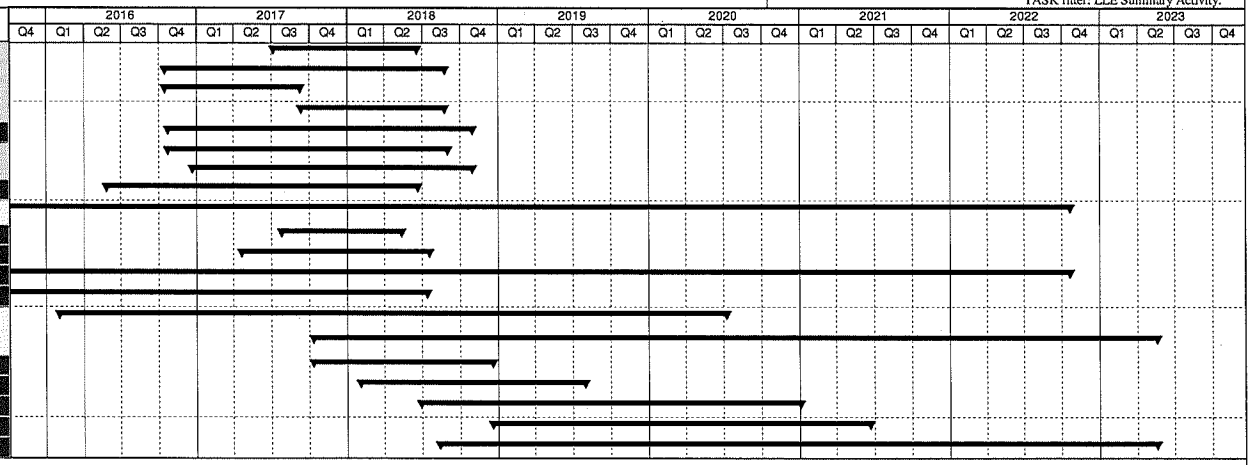
Date	Revision	Checked	Approved

Print:19-Apr-16 08:24
Contact: Michael Truman
Updated:01-Apr-16

LLE Master Schedule - Master Summary Schedule

Project:LLE Master Schedule
Layout:LLE Summary Schedule
TASK filter: LLE Summary Activity.

Activity Name	Start	Finish
Legal Proceedings and Condemnation	05-Jul-17	19-Jun-18
L300 Acquisitions	15-Oct-16	25-Aug-18
Appraisal and Offer	15-Oct-16	09-Sep-17
Legal Proceedings and Condemnation	10-Sep-17	25-Aug-18
Final Acquisitions	22-Oct-16	31-Oct-18
L200	22-Oct-16	01-Sep-18
L300	21-Dec-16	31-Oct-18
Airspace Leases	26-May-16	22-Jun-18
Permits and Agreements	07-Jan-15 A	20-Oct-22
FTA	26-Jul-17	11-May-18
Environmental Permits	20-Apr-17	18-Jul-18
WSDOT/FHWA	01-Sep-15 A	20-Oct-22
Municipalities	07-Jan-15 A	13-Jul-18
Utility Relocations/External Interfacing Projects	01-Feb-16 A	08-Jul-20
Construction	11-Oct-17	18-May-23
MACC Negotiations	11-Oct-17	19-Dec-18
L100 Construction	01-Feb-18	30-Jul-19
L200 Construction	28-Jun-18	03-Jan-21
L300 Construction	20-Dec-18	22-Jun-21
L800 Construction/Commissioning/Testing	13-Aug-18	18-May-23



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Date	Revision	Checked	Approved

Exhibit C - Budget

Lynnwood Link Supplement to the MOA for Intergovernmental Cooperation with the City of Seattle

	HOURS	HOURS		HOURS	Composite	
SDOT Core Team Management (Task 1)	**60%**	**90%**	**Post 90%**	**Total**	**Rate / Hr.**	**COST**
Rail Transit Manager (James)	(2 hours/week for 2 years)			208	$ 165.00	$ 34,320
Project Coordinator / Street Use Rep	(4 hours/week for 2 years)			416	$ 165.00	$ 68,640
Administration and Coordination	(4 hours/month for 2 years)			96	$ 162.80	$ 15,629
Coordinator for SCL & SPU reviews of project components outside of Seattle city limits	Potential future option - see note 11					
CSA Development & Coordination				40	$ 165.00	$ 6,600
Subtotal - SDOT (Task 1)				**760**		**$ 125,189**
SDOT Design Review & ROW Dedication (Tasks 2 & 7)	**60%**	**90%**	**Post 90%**	**Total**	**Rate / Hr.**	**COST**
SDOT design guidance and reviews - L100 and L200	Not billed through MOA				$ 162.80	$ -
ROW Dedication (Task 7)				150	$ 165.00	$ 24,750
Subtotal - SDOT (Tasks 2 & 7)	**0**	**0**		**150**		**$ 24,750**
SDCI (Task 3) - Not Applicable						
SCL Design Review & Services (Task 4)	**60%**	**90%**	**Post 90%**	**Total**	**Rate / Hr.**	**COST**
SCL Project Management	160	160	160	480	$ 135.00	$ 64,800
Distribution Eng Review / design	160	160	100	420	$ 125.00	$ 52,500
Transmission Eng Review / Design	200	200	100	500	$ 125.00	$ 62,500
SCL Real Property	80	80	60	220	$ 125.00	$ 27,500
Environmental	80	80	60	220	$ 125.00	$ 27,500
Subtotal - SCL (Task 4)	**160**	**160**	**120**	**1,840**		**$ 234,800**
SPU Design Review & Services (Task 5)	**60%**	**90%**	**Post 90%**	**Total**	**Rate / Hr.**	**COST**
SPU Project Management	125	125	60	310	$ 152.00	$ 47,120
Task 2 & 5 Design Review & System Engineering Services						
L100	180	150	40	370	$ 152.00	$ 56,240
L200	280	240	40	560	$ 152.00	$ 85,120
Subtotal - SPU (Tasks 2 & 5)				**1,240**		**$ 188,480**
SFD Design, System & Plan Review (Task 6)	**60%**	**90%**	**Post 90%**	**Total**	**Rate / Hr.**	**COST**
Sr Fire Protection Engineer	(Hours equate to 0.05 FTE/Year)			**208**	$ 75.20	$ 15,642
Deputy Chief	(Hours equate to 0.05 FTE/Year)			**208**	$ 106.75	$ 22,204
				0		$ -
				0		$ -
Subtotal - SFD (Task 6)				**416**		**$ 37,846**
Parks & Recreation Department - not applicable						
GRAND TOTAL - Lynnwood Link Supplement			**3,166**			**$ 611,064**
			ST Controlled Contingency		10%	$ 61,110
			TOTAL w/ Contingency			**$ 672,174**

NOTES and ASSUPMTIONS on next page:

NOTES and ASSUPMTIONS:

1. Estimates assume approximately 2 years duration (Spring 2016 to Spring 2018).
2. OPCD design review services, if any, is covered under value-based permit fees, and are excluded from Lynnwood Link Supplement.
3. SDOT SIP and UMP permit fees and services are excluded from the Lynnwood Link Supplement and will be billed separately.
4. These estimates are for work to be performed in direct support of the Project.
5. Estimates are based on the parties adhering to the definitions of Early Work, 60%-, and 90%-Complete Submittal as outlined in the Lynnwood Link Supplement.
6. Budgets reflect anticipated blended hourly rates and overhead charges using mid-point of agreement estimates or salary escalation rates. Significant additional hourly rate or overhead adjustments are not anticipated during the duration of this agreement and may be offset by scope reductions given the fixed total Budget associated with this Agreement.
7. Formal design submittals and reviews will transpire in substantial compliance with the Schedule provided in **Exhibit B.**
8. Real estate transactions for easements or subsurface rights on City-owned property that is not street right-of-way will be handled outside the scope of this agreement.
9. SCL budget estimates assume:
   - Sound Transit will provide construction and operation load characteristics for supply studies.
   - SCL support for the contract bid process or construction services is not included in this Scope of Work.
10. SPU budget estimates assume:
    - Scope of services does not include assistance during bidding
    - Up to two design guidance meetings with Sound Transit for L100 contract
    - Up to four design guidance meetings with Sound Transit for L200 Contract
    - SPU utilities not impacted by L300 contract
    - No separate contract packages for advanced utility relocation to support and review
11. Coordinator for SCL & SPU reviews of Project components outside the Seattle city limits is noted as a future option that could be added. At 60% design Sound Transit, in cooperation with the City will assess the need for this option.

Exhibit D
Federal Transit Administration Provisions

This AGREEMENT is partially funded by grant funds provided by the Federal Transit Administration (FTA) to SOUND TRANSIT (the grant Recipient). FTA requires federal provisions to be inserted into agreements between Sound Transit and third parties. The following terms and conditions are incorporated into this AGREEMENT.

I. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

The CITY agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the CITY or any sub-recipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this AGREEMENT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the CITY, a sub-recipient or third party contractor.

II. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

1. The CITY recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Accordingly, by signing the AGREEMENT, the CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, or this AGREEMENT. In addition to other penalties that may be applicable, the CITY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CITY, to the extent the Federal Government deems appropriate.

2. The CITY also acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the CITY the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. The CITY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

III. CHANGES IN GOVERNMENTAL REGULATIONS

1. In the event local, state or federal laws or regulations that were not announced or enacted at the time of execution of this AGREEMENT, and such laws or regulations make standards more stringent or compliance more costly under this AGREEMENT, SOUND TRANSIT shall notify the CITY in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after SOUND TRANSIT first became aware of the laws and regulations and prior to incurring any such expenses.

2. SOUND TRANSIT will make a determination as to whether the CITY should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Changes as defined in this AGREEMENT.

3. The CITY shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after contract award.

4. The CITY shall, immediately upon becoming aware of any such imposition or change of requirement, provide SOUND TRANSIT with full and detailed particulars of the changes required in the equipment and of costs involved therein, or shall be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the CITY's performance less expensive, or less difficult, then SOUND TRANSIT shall have the option either to require the CITY to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the goods and services affected for all savings in direct costs which may be realized by the CITY by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the CITY. SOUND TRANSIT shall give the CITY notice of SOUND TRANSIT's determination and anticipated savings.

IV. FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to SOUND TRANSIT nondiscrimination requirements set forth in other Sections in this AGREEMENT, the following Federal requirements apply to the CITY's performance under this AGREEMENT:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the CITY agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CITY 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, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disadvantaged Business Enterprises -- This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The CITY and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CITY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the CITY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as SOUND TRANSIT deems appropriate. Each subcontract the CITY signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

   The CITY also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

V. TEXT MESSAGING WHILE DRIVING

The CITY, including its subcontractors and sub-consultants, is encouraged to avoid unsafe practices while driving a vehicle in the course of work under this Contract and while on City or SOUND TRANSIT property or jobsites including text messaging while driving.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

1. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the FTA, SOUND TRANSIT developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The CITY shall comply with applicable provisions in 49 CFR Part 26.

2. SOUND TRANSIT promotes and encourages participation by DBEs on its contracts. The CITY shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subcontractors or suppliers and shall ensure its subcontractors also afford DBEs such opportunities. DBEs are firms that have been certified as eligible to participate as DBEs by the Washington State Office of Minority and Women's Business Enterprises. A listing of DBEs certified by OMWBE is available on the Internet at http://www.omwbe.wa.gov/directory/directory.htm or by contacting OMWBE at 360-753-9693.

3. Although SOUND TRANSIT did not establish a DBE Goal for this AGREEMENT, the CITY shall make affirmative efforts to include the participation by DBEs under this AGREEMENT.

4. The CITY shall include the following assurance in any contract, including subcontractor agreements, it enters into under this AGREEMENT:

   "The CITY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SOUND TRANSIT deems appropriate."

5. During performance of this AGREEMENT, the CITY shall maintain sufficient records necessary for SOUND TRANSIT to monitor the CITY's and its subcontractors' compliance with the provisions of the DBE Program.

VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CITY is required to verify that none of the CITY, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Upon the execution of this AGREEMENT the CITY will also sign and submit Certification 1.2 in XIII.

The certification in this clause is a material representation of fact relied upon by SOUND TRANSIT. If it is later determined that the CITY knowingly rendered an erroneous certification, in addition to remedies available to SOUND TRANSIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CITY agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

VIII. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended (http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html), and the Master Grant Agreement (http://www.fta.dot.gov/documents/13-Master.doc), 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 CITY shall not perform any act, fail to perform any act, or refuse to comply with any SOUND TRANSIT request that would cause SOUND TRANSIT to be in violation of the FTA terms and conditions.

The FTA Master Agreement obligates SOUND TRANSIT to incorporate certain provisions into this AGREEMENT and any lower tier subcontracts at any level and to take appropriate measures to ensure that CITY and its lower tier subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this AGREEMENT, and CITY shall comply with all such requirements.

Copies of the FTA Master Agreement are available from SOUND TRANSIT.

IX. LOBBYING CERTIFICATION AND DISCLOSURE

This AGREEMENT is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The CITY and its subcontractors at any time who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds

with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The CITY shall submit the "Certification Regarding Lobbying," to SOUND TRANSIT. Use Certification 1.1 in XIII below. The CITY's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly. SOUND TRANSIT is responsible for keeping the certification form of the CITY, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the AGREEMENT, the CITY agrees to comply with these laws and regulations.

If the CITY has engaged in any lobbying activities to influence or attempt to influence the awarding of this AGREEMENT, the CITY must disclose these activities. In such a case, the CITY shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". SOUND TRANSIT must also receive all disclosure forms.

The CITY and any subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded AGREEMENT; or

b. A change in the person(s) influencing or attempting to influence this federally funded AGREEMENT; or

c. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded AGREEMENT.

X. CLEAN AIR

The CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 *et seq*. The CITY agrees to report each violation to SOUND TRANSIT and understands and agrees that SOUND TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CITY also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

XI. CLEAN WATER

The CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. The CITY agrees to report each violation to SOUND TRANSIT and understands and agrees that SOUND TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CITY also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

XII. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40018, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS 2116, March 31, 1981.

XIII. CERTIFICATIONS

The CITY will sign and submit the following certifications with this AGREEMENT:

1.1 LOBBYING CERTIFICATION AND DISCLOSURE
1.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
1.3 CERTIFICATION REGARDING CONFLICT OF INTEREST

CER 1.1 LOBBYING CERTIFICATE

The undersigned (CITY) certifies to the best of his or her knowledge or belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 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 Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, [as amended by "Government wide Guidance for New Restrictions on Lobbying, " 61 Fed, Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CITY _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CITY understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

CITY: _____
(Type or Print Company Name)

By: _____ _____
(Signature) (Title)

Print Name: _____

END OF FORM

CER 1.2 CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification:

1. **By signing and submitting this form, the prospective lower tier participant[1] is providing the signed certification set out below.**

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CITY knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, SOUND TRANSIT may pursue available remedies, including suspension and/or debarment.

3. The CITY shall provide immediate written notice to SOUND TRANSIT if at any time the CITY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact SOUND TRANSIT for assistance in obtaining a copy of those regulations.

5. The CITY agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by SOUND TRANSIT.

6. The CITY further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

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[1] "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of the CITY's contracts.

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, SOUND TRANSIT may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

10. The CITY certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. When the CITY is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

CITY: _____
(Type or Print Company Name)

By: _____ _____
(Signature) (Title)

Print Name: _____

END OF FORM

CER 1.3 CERTIFICATION REGARDING CONFLICT OF INTEREST

The CITY is required to certify performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing **one** of the following statements:

The CITY hereby certifies that to the best of its knowledge and belief, its performance of the Work described in the AGREEMENT will not create any conflicts of interest for the state, any affiliates, any proposed subcontractors or key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

CITY: _____

OR

The CITY hereby discloses the following circumstances that could give rise to a conflict of interest for the City, any affiliates, any proposed subcontractors or key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of Individual/Company to which potential conflict of interest might apply:

_____

Nature of potential conflict of interest _____

_____

Proposed Remedy _____

DATE: _____

AUTHORIZED

SIGNATURE: _____

TITLE: _____

CITY: _____