



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

September 27, 2011

### Ordinance 17194

Proposed No. 2011-0367.1

Sponsors McDermott and Phillips

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

#### 5 STATEMENT OF FACTS:

- 6 1. On October 23, 2008, the Washington state Department of  
7 Transportation ("WSDOT") and King County entered into: GCA 5820, an  
8 Agreement for Enhanced Transit Services for the Early Safety and  
9 Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement  
10 Program ("the ETS agreement"); GCA 5864, an Agreement for the  
11 Expanding Bus Monitoring Project for the Early Safety and Mobility  
12 Project of the Alaskan Way Viaduct and Seawall Replacement Program  
13 (Bus Monitoring Agreement); and GCA 5865, an Agreement for Initial  
14 Transit Enhancements and Other Improvement Projects, South-end  
15 Transportation Demand Management and Downtown Transportation  
16 Demand Management SR 99: Alaskan Way Viaduct and Seawall  
17 Replacement Program. These projects are the Moving Forward projects.  
18 2. The Moving Forward projects agreements with WSDOT provided a  
19 means to transfer funds from WSDOT to the King County Metro transit

20 division ("Metro transit") to mitigate traffic congestion and disruption  
21 associated with the Moving Forward projects. These mitigation funds will  
22 pay for additional buses, expanded service hours, Transportation Demand  
23 Management activities and expansion of an electronic bus monitoring  
24 system.

25 3. Due to changes in the construction schedule for the Moving Forward  
26 projects, WSDOT and Metro transit wish to extend the term of the ETS  
27 agreement from December 31, 2013, to June 30, 2014, as provided in  
28 proposed Amendment No. 1 to GCA 5820, Amendment No. 2 to GCA  
29 5664, and Amendment No.1 to GCA 5665.

30 4. Additionally, WSDOT and Metro transit have determined the King  
31 County ferry district's West Seattle water taxi ("the water taxi") and  
32 related water taxi commuter shuttle services can provide direct  
33 connections to alternative transit routes that would bypass anticipated  
34 traffic congestion associated with WSDOT's viaduct construction work.

35 5. Proposed Amendment No. 1 to GCA 5820 would allow the water taxi  
36 to be included as one of the transportation modes eligible for enhancement  
37 under the ETS agreement, as determined at the county's discretion, in  
38 order to provide an additional means of addressing vehicle traffic  
39 congestion during construction activities associated with WSDOT's  
40 Moving Forward projects.

41 6. Proposed Amendment No. 1 to GCA 5820 would allow Metro transit to  
42 contract with the ferry district in order to provide a mechanism to

43           implement and fund supplementary water taxi service in furtherance of the  
44           traffic mitigation goals and objectives of the ETS agreement.

45           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

46           SECTION 1. The executive is hereby authorized to enter into amendments to  
47           three interlocal agreements with WSDOT, substantially in the form of Attachments A, B  
48           and C to this ordinance.

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

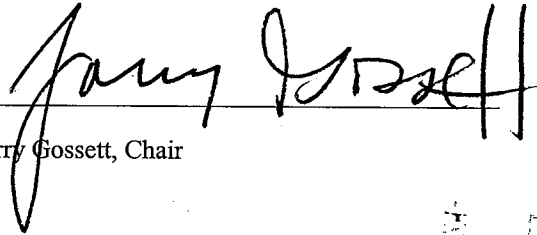
54           SECTION 3. If any one or more of the covenants or agreements provided in this  
55           ordinance shall be declared by any court of competent jurisdiction to be contrary to law,  
56           then the covenant or covenants and agreement or agreements are null and void and shall  
57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

58 shall in no way affect the validity of the other provisions of this ordinance or the  
59 amended agreements.  
60

Ordinance 17194 was introduced on 9/6/2011 and passed by the Metropolitan King  
County Council on 9/26/2011, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,  
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



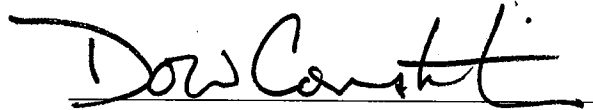
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 29 day of SEPTEMBER 2011.



Dow Constantine, County Executive

**Attachments:** A. Amendment No. 1 to GCA 5820, B. Amendment No. to GCA 5864, C. Amendment  
No. 1 to GCA 5865

RECEIVED  
2011 SEP 29 PM 4:19  
CLERK  
KING COUNTY COUNCIL

AMENDMENT NO. 1  
TO  
GCA 5820  
between the  
Washington State Department of Transportation  
and the  
King County Department of Transportation, Metro Transit Division  
for  
Enhanced Transit Services  
for the Early Safety and Mobility Projects of the  
Alaskan Way Viaduct and Seawall Replacement Program

**THIS AMENDMENT No. 1 to GCA 5820** (the "First Amendment") is made and entered into between King County ("County"), by and through its Department of Transportation, Metro Transit Division ("Metro Transit"), and the State of Washington, by and through its Department of Transportation ("WSDOT" or the "State"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**WHEREAS**, on October 23, 2008 the Parties entered into GCA 5820, an Agreement for Enhanced Transit Services, for the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program (the "Agreement"), and

**WHEREAS**, Section 7 of the Agreement provides for changes to be made to the Agreement by mutual written agreement of the Parties, and

**WHEREAS**, the Parties have determined that modifications in the State's anticipated construction schedule for the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program (the "Project" or "Moving Forward Projects") will necessitate an extension of the term of the Agreement, and

**WHEREAS**, as a consequence of modifications to the construction schedule, the Parties wish to extend the term of the Agreement from December 31, 2013 to June 30, 2014, and

**WHEREAS**, pursuant to RCW 36.54.110, and Chapter 2.120 of the King County Code, a new ferry district, a municipal corporation of the State of Washington, was established in King County, that is known as the King County Ferry District ("Ferry District"), and

**WHEREAS**, the Parties have also determined that the Ferry District's West Seattle water taxi and water taxi commuter shuttle services (the "Water Taxi") can provide direct connections to alternative transit routes that would bypass anticipated traffic congestion associated with the Project's construction work, and

**WHEREAS**, the Parties also wish to amend the Agreement to allow for the Water Taxi to be included as one of the transit services available to provide an additional means of addressing

vehicle traffic congestion during construction activities associated with the State's Moving Forward Projects, and

**WHEREAS**, pursuant to King County Code 2.16.140(F) and the Interlocal Agreement between King County and the King County Ferry District Regarding Administrative and Support Services with an effective date of May 23, 2008 ("Interlocal Operating Agreement"), the Marine Division of the King County Department of Transportation ("Marine Division") is authorized to operate the Water Taxi for the Ferry District and it is expected that any viaduct mitigation-related Water Taxi service enhancements will also be operated by the Marine Division, and

**WHEREAS**, the Parties further wish to amend the Agreement to allow the County to contract with the Ferry District in order to provide a mechanism to implement and fund supplementary Water Taxi service enhancements in furtherance of the construction traffic mitigation goals and objectives of the Agreement, and

**WHEREAS**, Exhibit A (Scope of Work) which includes its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate Routes for Trip Adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)) and Exhibit B (Enhanced Transit Services – Service Phasing and Cost Estimates) which includes its Attachment 1 (King County Metro Transit – Breakdown of 60' Hybrid Cost per Hour (with exclusion) for year 2008, based on Metro Transit's 2008/2009 adopted budget) and Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost Calculations) to the Agreement have been revised and renamed as Exhibits A-1, Scope of Work, and B-1, Service Phasing and Cost Estimates, to reflect changes to the terms of the Agreement as provided for in this First Amendment; and

**NOW, THEREFORE, BE IT MOVED** by the Council of King County in consideration of the terms, conditions, and covenants set forth herein, and attached and incorporated and made a part hereof, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A (Scope of Work), together with its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate routes for trip adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)), is deleted in its entirety and replaced with Exhibit A-1 (Scope of Work) (the "Work") which, together with its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate Routes for Trip Adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)) and Attachment 3 (Enhanced Transit Service Proposal Hours and Rate Modifications Template), is attached hereto and by this reference incorporated into the Agreement.
2. Exhibit B (Enhanced Transit Services – Service Phasing and Cost Estimates) together with Attachment 1 (King County Metro Transit – Breakdown of 60' Hybrid Cost per Hour (with exclusion) for year 2008, based on Metro Transit's 2008/2009 adopted budget) and Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost

Calculations), is deleted in its entirety and replaced with Exhibit B-1 (Enhanced Transit Services – Service Phasing and Cost Estimates) which, together with its Attachment 1 (King County Metro Transit – Breakdown of Cost per Hour for a 60' Hybrid (with exclusion), West Seattle water taxi and water taxi shuttle for year 2011, based on Metro Transit's 2010/2011 adopted budget); Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost Calculations); and Attachment 3 (King County Metro Transit – Expenditures and Enhanced Transit Services Cash Flow) is attached hereto and by this reference incorporated into the Agreement.

3. The sixteenth recital of the Agreement is deleted in its entirety and replaced with the following:

WHEREAS, in order for Metro Transit to be able to phase in new transit services specified in Exhibits A-1 and B-1, this Agreement provides the mechanism for the State to provide funding for Metro Transit to implement the Enhanced Transit Services specified in Exhibit A-1 and Exhibit B-1 and its Attachments; and

4. The first paragraph on page 3 of the Agreement beginning "NOW, THEREFORE," is deleted in its entirety and replaced with the following:

NOW, THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits A-1 and B-1, **IT IS MUTUALLY AGREED AS FOLLOWS:**

5. Section 1 (Purpose) of the Agreement is hereby deleted in its entirety and replaced with the following:

The purpose of this Agreement is for the County to deliver Enhanced Transit Services as specified in Exhibit A-1 (the "Work") which, together with its Attachments 1, 2 and 3, is attached to the Agreement and by this reference incorporated herein, in order to mitigate traffic impacts and congestion caused by construction of the Projects, and to establish a method for the State to pay the costs associated with the Work.

6. Section 2.1 (Provision of Enhanced Transit Services) of the Agreement is hereby deleted in its entirety and replaced with the following:

The County will perform the Work set forth in Exhibit A-1 and its Attachments.

7. The following new subsection 2.3 is added to Section 2 (Duties and Responsibilities):

The County may elect to utilize the services of the Ferry District through a contract for provision of water taxi and water taxi commuter shuttle services. Prior to implementation of any services by the Ferry District, the County will submit an Enhanced Transit Service Proposal including any proposed water taxi enhancements as described in Exhibit A-1. The detail of Work performed by the Ferry District is to also appear on their invoices.

8. Section 3.1 (Payment) is hereby deleted in its entirety and replaced with the following

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

A cost estimate for the Work to be performed by the County pursuant to this Agreement is set forth in Exhibit B-1, which, together with its Attachments 1 – 3, is attached to the Agreement and by this reference incorporated herein. The County may submit requests for changes in the bus and water taxi service operation cost rates set forth in Exhibit B-1 once each calendar year as set forth in Exhibit B-1. Said rate changes for the bus service and the water taxi service, if any, shall be submitted to the State on or before the 15th day of December of each year, and if agreed to by the State, shall become effective for the calendar year on January 1<sup>st</sup> of the following year. Said rate changes for the water taxi commuter shuttle service, if any, shall be submitted to the State on or before the 15th day of August of each year, and if agreed to by the State, shall become effective for as of September first of that calendar year. The County shall provide written documentation to the State's satisfaction, in order for the State to evaluate the request. If the State agrees to a rate change, the State will provide written approval of any requested rate changes prior to the changes going into effect, which approval shall not be unreasonably withheld. The Parties recognize that such rate changes could be increases or decreases. The vehicle use fees and costs identified in Exhibit B-1 are lump sum and are not subject to change over the life of the Agreement.

9. The first and second paragraphs of Section 3.2 (Invoices and Billing) are hereby deleted in their entirety and replaced with the following:



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

Reimbursement is subject to the submission to and approval by the State of invoices and invoice support documentation, reports, and financial summaries as reasonably requested by the State. The State's approval of invoices shall not be unreasonably withheld. Billings shall not be more frequent than one (1) per month and no less than one (1) per quarter. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit; all required adjustments will be made and reflected in a final payment.

10. Section 5 (Effective Date and Term of Agreement) is hereby deleted in its entirety and replaced with the following:

This Agreement is effective upon execution by both Parties and will remain in effect through June 30, 2014, unless otherwise amended or earlier terminated by either Party pursuant to the terms of this Agreement.

11. Section 7 (Amendments) of the Agreement is hereby deleted in its entirety and replaced with the following:

Either Party may request changes to the provisions contained in this Agreement. Changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto. The following are exceptions to requiring an amendment and may be changed through mutual written affirmation: the annual requested rate changes as provided for in Section 3.1, the list of routes eligible for Enhanced Transit Services as set forth in Exhibit A-1 and the Transit Service Plan as set forth in Exhibit B-1. Said changes will not require a written amendment to this Agreement.

Except as specifically modified in this First Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 1 as of the latest date written below.

KING COUNTY  
DEPARTMENT OF TRANSPORTATION  
METRO TRANSIT DIVISION

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Kevin Desmond  
General Manager  
King County Metro Transit Division

By \_\_\_\_\_  
Ron Paananen  
Program Administrator  
Alaskan Way Viaduct and Seawall  
Replacement Program

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit A-1 Scope of Work
- Exhibit A-1, Attachment 1 Moving Forward Transit Service Enhancements, Candidate routes for trip adds
- Exhibit A-1, Attachment 3 Enhanced Transit Service Hours and Rate Modifications Proposal Template
- Exhibit B-1 Enhanced Transit Services – Service Phasing and Cost Estimates
- Exhibit B-1, Attachment 1 King County Metro Transit – Breakdown of Cost per Hour for a 60’ Hybrid (with exclusion), West Seattle water taxi and water taxi shuttle for year 2011, based on Metro Transit’s 2010/2011 adopted budget)
- Exhibit B-1, Attachment 2 King County Metro Transit – Vehicle Use Cost Calculations
- Exhibit B-1, Attachment 3 King County Metro Transit – Expenditures and Enhanced Transit Services Cash Flow

GCA 5820

## SCOPE OF WORK

## EXHIBIT A-1

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

## SUMMARY

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

In addition to service enhancements and schedule adjustments to the Bus Services, it has been determined that the Ferry District's West Seattle water taxi and water taxi commuter shuttle service (the "Water Taxi"), as operated by the King County Marine Division (the "Marine Division") pursuant to the Interlocal Operating Agreement, would serve as a viable means of managing and alleviating vehicle traffic congestion during Project-related construction activities. Currently, the Water Taxi provides service across Elliott Bay between Pier 50 on the downtown Seattle waterfront and Seacrest Park dock in West Seattle. During the months of April through October, the Water Taxi operates seven days a week between 11 and 16 hours a day per a published schedule. From November through March, the Water Taxi operates approximately six hours a day during weekday morning and evening commute periods.

The 2010/11 winter months (November through March) ridership on the Water Taxi was 13,000 trips. Ridership projections are expected to increase each season as the service becomes established.

The County will be responsible for managing the Bus Services and subcontracting the Water Taxi services through the Ferry District. The total cost of the Work shall not exceed the Reimbursement Cap of Twenty-Nine Million Six Hundred Ninety-Seven Thousand Six Hundred Six Dollars (\$29,697,606) as stated in Section 3.1 (Payment) of this Agreement.

GCA 5820  
Exhibit A-1

## I. SCOPE OF WORK

The following defines the detailed Scope of Work:

The performance of the Work by the County will require service enhancements consisting of the expansion of the Metro Transit revenue operations fleet, as well as schedule adjustments to the existing bus routes. The provision of Water Taxi services may also require schedule adjustments, subject to Ferry District approval and State approval, to the existing Water Taxi routes. An agreed upon Transit Service Plan is attached in Exhibit B-1. The Transit Service Plan may be changed through mutual written agreement from both Parties. The Transit Service Plan addresses the costs associated with both planned or implemented service enhancements and schedule adjustments. Implementation of specific services requires written approval of an Enhanced Transit Service proposal prior to implementation, which approval shall not be unreasonably withheld.

### A. Bus and Water Taxi Service Enhancements

Bus Services enhancements and Water Taxi service enhancements may include: service hours to support increased service frequency, service restructures that improve reliability, productivity, or ease of use, additional peak and off-peak trips, expansion of peak and off-peak spans and levels of service, or other operational improvements that result in higher capacity and quality of service.

Attachments 1 and 2 to this Scope of Work identify the routes and corridors in which fixed Bus Services and Water Taxi service enhancements may be provided under this Agreement.

The list of eligible Bus Services and Water Taxi routes may be expanded as demand patterns develop, and as routing alignment, nomenclature and the transit network evolve over time. The list of routes may be changed through mutual written affirmation from both Parties when proposed changes meet at least one of the following criteria:

- a) The proposed bus service enhancement directly travels on or immediately parallel to important corridors in the affected travel sheds; namely SR 99, 1<sup>st</sup> Ave. S., Elliott Ave. W., and/or 15<sup>th</sup> Ave. W. and/or Water Taxi service enhancements operating across Elliott Bay from Pier 50 to Seacrest Park;
- b) The proposed Bus Services and/or Water Taxi service enhancement provide(s) an important connection to bus routes traveling on corridors identified in criterion (a.), thereby enabling increased transit utilization and transferring potential to and on said corridors;
- c) The proposed service provides direct connections to alternative bus routes that bypass anticipated traffic congestion resulting from the Projects; or
- d) The proposed service is a direct and pertinent derivative of an existing route listed in the attachment(s) and became operational after the execution of the Agreement.

## **B. Schedule Adjustments**

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

Attachments 1 and 2 to this Scope of Work identify corridors and corridor segments of travel on all bus routes that will be eligible for adjustments to schedules to account for added travel time. The County will determine how, when and where said adjustments are needed. Schedule adjustments will be submitted for review and approval by the State as part of the Enhanced Transit Service Proposal. Schedule adjustments will be based on anticipated and actual travel time and reliability impacts of the Early Safety and Mobility Project's South End and Battery Street Tunnel construction projects. A substantial portion of these adjustments in schedules as a necessity will be incurred the service change prior to the actual construction impacts in order to accommodate service change schedules. The County will provide the State with sufficient data, to the State's satisfaction, to substantiate how planned schedule adjustments maintain service reliability affected by the Project's construction traffic impacts.

The County will monitor actual travel times, adherence to scheduled running times, ridership and passenger loads on bus services and other bus routes passing through the construction impact area and via contract with the Ferry District will do the same for Water Taxi services funded by the State.

### **1. Service Change Dates**

Metro Transit typically makes major adjustments to its fixed-route bus operations and driver assignments three (3) times per calendar year. The Ferry District typically makes major adjustments to its Water Taxi operations and commuter shuttle service twice per calendar year to align with the seasonal nature of the service. These adjustments are referred to herein as Service Change Dates. Although Service Change Dates typically take place in February, June and September of each year for buses and in April and November for the Water Taxi, the actual dates can differ from year to year.

The dates upon which Enhanced Transit Services provided pursuant to this Agreement begin and/or end operations will coincide with the bus Service Change Dates, unless otherwise agreed to by the County and the State. Based upon current staging plans for the Projects, the tentative duration of the services provided for herein is beginning with the February 2010 and ending with completion of the September 2013 service change period.

### **2. Enhanced Transit Service Proposal**

The County will prepare and transmit an Enhanced Transit Service Proposal three (3) times each year for State review and approval. The Enhanced Transit Service

Proposal shall list specific service enhancements and schedule adjustments to bus and Water Taxi services that are requesting funding from the State for the next service change period. The Enhanced Transit Service Proposal will include any proposed changes to service operation rates as provided for in Section 3.1 (Payment) or the Transit Service Plan (as defined in Exhibit B-1, Section 1. Each Enhanced Transit Service Proposal will include an update to proposed hours and rates utilizing a table consistent in form to the template included as Exhibit A-1, Attachment 3, Enhanced Transit Service Proposal Hours and Rate Modifications Proposal Template, to this First Amendment to the Agreement. Exhibit A-1, Attachment 3 will be a non-binding reference document attached to each Enhance Transit Service Proposal.

Proposed changes to the service operation rates and Transit Service Plans must remain within the reimbursement cap and effective dates of this Agreement. In addition the Enhanced Transit Service Proposal will identify any service changes within the corridors receiving State funds for enhancements or adjustments, including but not limited to reductions in service or seating capacity and/or shifts in service between periods of the day.

Changes to the Water Taxi service will be transmitted according to the bus service change schedule with November and April Water Taxi changes shown in the September and February service change proposals respectively. Enhanced Transit Service proposals will also propose any mitigation service which will either be eliminated or, in the case of currently planned Rapid Ride services, become the responsibility of the County to fund through other resources. The phasing and implementation of Rapid Ride within corridors and on routes that are eligible for service enhancements as described above will be provided in each Enhanced Transit Service Proposal. The Transit Service Plan as defined in Exhibit B-1, Section 1, identifies the year in which applicable Rapid Ride investments are currently planned.

The County will transmit the Enhanced Transit Service Proposal to the State one hundred and eighty (180) calendar days prior to each Service Change Date beginning with the September 2009 Service Change Date. These Enhanced Transit Service Proposals will be used by the State for decision-making and accountability reporting.

The State will provide comments and a determination regarding approval to each respective Enhanced Transit Service Proposal no later than one hundred and twenty (120) calendar days prior to each Service Change Date. If the State requires changes to the Enhanced Transit Service Proposal, the County will provide a revised proposal for State review. The State will provide written approval of the Enhanced Transit Service Proposal. No less than ninety (90) days before each Service Change Date, the County shall provide the State a finalized service change package, based on the State approved Enhanced Transit Service Proposal, detailing all Enhanced Transit Services that will become operational on said date. The finalized service change package shall include a detailed explanation of any deviations of said package from the respective Enhanced Transit Service Proposal approved by the State. Any deviations of the finalized service change package from the Enhanced Transit Service Proposal

approved by the State will require written State approval prior to implementation, which approval shall not be unreasonably withheld.

### **C. Performance Report**

The Performance Report shall be prepared by the County in a similar format and content as that transmitted to the State, "Enhanced Transit, Transit Travel Time and Demand Management Performance Report," Volume 1: September 2009-February 2010, Submitted April 5, 2010, for each service period. The Performance Report shall also include content reflecting the Water Taxi services provided and their performance. Travel time, ridership and passenger load information for bus, water taxi and water taxi shuttle applicable service will be reported to the State in the Performance Reports. Following the completion of a service period, the Performance Report shall be submitted to the State for review. This Performance report shall be submitted to the State at the same time as the next Enhanced Transit Service Proposal is submitted by the County to the State for review.

### **D. Public Notification of Services Program**

The County will be responsible to provide the public with notification of the services for buses and the Water Taxi developed under this Agreement. The County will coordinate with WSDOT communications staff to develop language and graphic elements for the County's public notification of such services program.

**Exhibit A-1, Attachment 3  
Enhanced Transit Service Hours and Rate Modifications Proposal Template**

Quarter	Hours	Rate	Dollars	Bus Usage Fee	Water Taxi			Water Taxi Commuter Shuttle			Water Taxi Costs	Cumulative
					Hours	Rate	Dollars	Hours	Rate	Dollars		
3rd 2009	0.00	\$133.52	\$0.00	\$409,349							\$409,349.00	
4th 2009	0.00	\$133.52	\$0.00	\$409,349							\$818,698.00	
1st 2010	1,463.38	\$130.59	\$191,102.79	\$409,349							\$1,419,149.79	
2nd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,150,356.13	
3rd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,881,562.47	
4th 2010	2,503.15	\$130.59	\$326,886.36	\$409,349							\$3,617,797.83	
1st 2011	4,453.48	\$143.15	\$637,515.66	\$409,349							\$4,664,662.49	
2nd 2011	6,700	\$143.15	\$959,000	\$409,349							\$6,033,011	
3rd 2011	7,700	\$143.15	\$1,102,000	\$409,349							\$7,544,360	
4th 2011	13,600	\$143.15	\$1,948,000	\$409,349							\$9,901,709	
1st 2012	14,500	\$150.75	\$2,186,000	\$409,349	500	\$411	\$205,000	900	\$83	\$75,000	\$12,777,058	
2nd 2012	15,200	\$150.75	\$2,291,000	\$409,349							\$15,477,407	
3rd 2012	15,200	\$150.75	\$2,291,000								\$17,768,407	
4th 2012	15,500	\$150.75	\$2,337,000		300	\$411	\$123,000	500	\$83	\$42,000	\$20,270,407	
1st 2013	13,700	\$158.16	\$2,166,000		500	\$422	\$211,000	900	\$85	\$77,000	\$22,724,407	
2nd 2013	12,600	\$158.16	\$1,992,000								\$24,716,407	
3rd 2013	12,500	\$158.16	\$1,976,000								\$26,692,407	
4th 2013	11,200	\$158.16	\$1,770,000		300	\$422	\$127,000	500	\$85	\$43,000	\$28,632,407	
1st 2014	4,700	\$164.17	\$771,593		500	\$431	\$216,000	900	\$87	\$78,000	\$29,698,000	
<b>TOTAL</b>											<b>\$29,698,000</b>	

Estimated

Actual



Moving Forward Transit Service Enhancements  
Candidate routes for trip adds

Transit Bus Routes and Water Taxi Routes

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

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**SERVICE PHASING AND COST ESTIMATES  
EXHIBIT B-1****ENHANCED TRANSIT SERVICES  
FOR THE EARLY SAFETY AND MOBILITY PROJECTS OF THE  
ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM****I. Transit Service Plan**

A. Table 1-A is a summary of the fixed-route Bus Services and Water Taxi service investments that are the basis for Metro Transit's and the Marine Division's cost estimates for the Work identified in Exhibit A-1. The cost estimates are based on the following transit plan ("Transit Service Plan") that phases in improvements and operating costs as construction activities intensify. These enhancements will be implemented during regularly scheduled service changes for the Bus Services, typically occurring in February, June and September of each calendar year. Water Taxi services have a slightly different service change schedule and changes to Water Taxi services will occur according to the Marine Division's service change schedule, typically occurring during November and April. A more detailed service plan, an Enhanced Transit Service Proposal, will be provided in advance of each service change consistent with the Scope of Work (Exhibit A-1). Any proposals to change service on the Water Taxi will be included in the Enhanced Transit Service Proposals submitted according to the bus service change schedule, i.e. any Water Taxi service changes that will occur in November or April will be included in the September or February Enhanced Transit Service Proposals respectively. The Enhanced Transit Service Proposal will include, as a non-binding reference document, proposed future transit service through February 2014.

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Exhibit B-1 – Service Phasing and Cost Estimates

Page 1 of 5

GCA 5820, Amendment 1, Exhibit B-1: Table 1-A. Transit Service Plan\*

Quarter	Hours	Rate	Dollars	Bus Usage Fee	Water Taxi		Water Taxi Commuter Shuttle		Water Taxi Costs	Cumulative
					Hours	Dollars	Hours	Rate		
3rd 2009	0.00	\$133.52	\$0.00	\$409,349					\$409,349.00	
4th 2009	0.00	\$133.52	\$0.00	\$409,349					\$818,698.00	
1st 2010	1,463.38	\$130.59	\$191,102.79	\$409,349					\$1,419,149.79	
2nd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349					\$2,150,356.13	
3rd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349					\$2,881,562.47	
4th 2010	2,503.15	\$130.59	\$326,886.36	\$409,349					\$3,617,797.83	
1st 2011	4,453.48	\$143.15	\$637,515.66	\$409,349					\$4,664,662.49	
2nd 2011	6,700	\$143.15	\$959,000	\$409,349					\$6,033,011	
3rd 2011	7,700	\$143.15	\$1,102,000	\$409,349					\$7,544,360	
4th 2011	13,600	\$143.15	\$1,948,000	\$409,349					\$9,901,709	

Actual

Estimated

\*The total Transit Service Plan through February 2014 will not exceed \$29,697,606.

## II. Costing Methodology and Initial Estimates

Year	Annual Service Description
2009	Implementation of all 2009 services were delayed until 2010
2010	Add new peak service in West Seattle (+); Begin build up of Route 54 service frequency in West Seattle (+); Mitigate added operations costs for travel time delay in the 1st Avenue corridor. (+)
2011	Implement higher service frequency in West Seattle, Metro funded (-); Add trips to North Seattle, Ballard (+); Mitigate added operations costs for travel time delay in SODO area and First Avenue (+)
2012	Implement Ballard and West Seattle RapidRide (-); Mitigate added operations cost for travel time delay on SR 99 mainline services (+); Mitigate added trips to South and West Seattle on SR 99 mainline corridor (+); Mitigate added trips to North Seattle (+); Begin weekday commute period West Seattle water taxi and water taxi commuter shuttle service for winter 2012 (+); Discontinue water taxi and water taxi commuter shuttle winter 2012 service (-); Begin water taxi and water taxi commuter shuttle service for winter 2012/2013 (+)
2013	Begin to scale back Enhanced Transit Service schedule maintenance hours as impacts attenuate (-); Continue majority of added trips through 2013; Implement Metro funded Aurora RapidRide (-); Discontinue water taxi and water taxi commuter shuttle winter 2012/2013 service (-); Begin water taxi and water taxi commuter shuttle service for winter 2013/14 (+)
2014	Terminate remaining Enhanced Transit Service trip adds at June 2014 service change (-); End Enhanced Transit Service schedule maintenance hours by June 2014 (-); Discontinue water taxi and water taxi commuter shuttle 2013/2014 winter service (-)

(+) symbols indicate additional Enhanced Transit Service hours necessary for service described, (-) indicates a reduction in Enhanced Transit Service hours necessary for service described.

This section outlines King County's costing methodology and initial cost estimates for mitigation bus and Water Taxi services for the State in connection with construction of the Projects during the period of September 2009 – June 2014.

### A. Bus Services

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

#### 1. Bus Service Operation Cost

Metro Transit has a policy that requires 'full cost recovery' for bus service that is provided under contract with other entities. In order to develop the cost, Metro Transit uses a cost allocation model that has been in place at Metro Transit since 2005 and is

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Exhibit B-1 – Service Phasing and Cost Estimates

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used currently for costing services as well as reporting costs to the National Transit Database.

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

For the mitigation Bus Service operations provided pursuant to this Agreement, Metro Transit will charge the rate associated with 60’ articulated, hybrid vehicles – regardless of the vehicle actually used to operate the service. The standard 60’ hybrid rate will be adjusted downward to exclude any services that are funded by other existing revenue streams as well as identifiable costs for services unrelated to the Work. Based on the current 2011 model, the adjusted rate per hour for the standard 60’ hybrid is \$143.15 per hour. A detailed breakdown of this rate is attached hereto as Attachment 1. Upon State approval, which approval shall not be unreasonably withheld, the rate for each subsequent year will be adjusted as provided for in this Agreement.

Metro Transit may request an adjustment of the rate once each year if there are unexpected cost increases during a year that require re-examining the cost of the service (e.g., including, but not limited to, significant changes in the cost of diesel fuel). Requested adjustments will require State approval prior to implementation, which approval shall not be unreasonably withheld.

## 2. Vehicle Use

In order to provide the service levels contemplated in the mitigation program, as attached in Exhibit A of the original Agreement, Metro Transit acquired 30 additional buses to supplement its fleet.

Metro Transit routinely replaces buses at the end of their useful lives. The 2008 fleet of 60’ articulated coaches was scheduled for replacement starting in 2011. This presented an opportunity to provide vehicles for the viaduct service both cost effectively, and without permanently increasing the size of the fleet.

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

- 1) Reimbursement of lost interest resulting from early replacement; and,

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Exhibit B-1 – Service Phasing and Cost Estimates

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a usage fee reflecting the estimated preventative maintenance cost of the vehicles purchased early to provide the enhanced transit services for mitigation.

2) With regard to the lost interest charge, the interest cost is based on the difference between when Metro Transit actually purchased the vehicles in the Summer of 2009 and 2010 and when Metro Transit otherwise planned to purchase the vehicles in 2011. Metro Transit calculated this cost to be \$2,142,233.00. A detailed breakdown of this interest cost calculation is attached hereto in Attachment 2.

For the period of the Agreement Metro Transit calculated the total usage fee cost to be \$2,769,950.00. A detailed breakdown of this usage fee calculation is attached hereto in Attachment 2.

The total of lost interest and usage fee was set at \$4,912,183.00 for the period of the mitigation program. Said fee is being evenly charged to twelve (12) quarterly invoices beginning with the third quarter 2009 invoice. The vehicle use fees are a lump sum amount that are not subject to change over the life of the Agreement.

#### **B. Water Taxi**

The Ferry District cost estimate for Water Taxi service is based on an estimate of the costs associated with operating, and providing routine maintenance for ferry service between West Seattle and downtown Seattle during a 5-month (November through March) winter season. These estimates include the incremental costs of labor, fuel, routine operations, light maintenance and supplies, commencing no sooner than January 2012 and covering the construction period projected to end in June 2014. The estimates also include the costs for providing commuter shuttle service between the Water Taxi terminal at Seacrest Park and West Seattle neighborhoods. Commuter shuttle service operates on weekdays during peak hours (between approximately 6:00 a.m. and 10:00 a.m. and between approximately 3:00 p.m. and 7:30 p.m.).

The anticipated cost for the Water Taxi service enhancements starting in January 2012 and covering the periods of January, February and March of 2012, 2013 and 2014 and November and December of 2012 and 2013 will not exceed \$1,300,000. The actual rate used at the implementation of service in January is \$410.87 for the Water Taxi and \$83 for the Water Taxi shuttle. Upon State approval, which shall not be unreasonably withheld, the rate the Water Taxi and the Water Taxi shuttle for each subsequent year will then adjusted as provided for in this Agreement.

#### **III. Cash Flow**

Attachment 3 to Exhibit A-1 reflects the cash flow Expenditures and Enhanced Transit Service Cash Flow for buses and the Water Taxi services.

**Exhibit B-1, Attachment 1****Cost/Hour Factor for 2011/2012**

King County Metro Transit – Breakdown of Cost per Hour for a 60' Hybrid (with exclusion),  
West Seattle Water Taxi and Water Taxi Shuttle for year 2011, based on Metro Transit's  
2010/2011 adopted budget

King County Metro Transit  
Breakdown of 60' Hybrid Cost per Hour (with exclusion)  
For year 2011, based on the 2010/2011 biennial budget review

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

	Cost per hour
Operator Wages & Salaries (1)	\$ 57.80
Other Wages & Salaries	\$ 12.58
Benefits	\$ 33.09
<i>Total Wages &amp; Benefits</i>	<i>\$ 103.48</i>
Fuel & Lubricants	\$ 11.55
Parts & Materials	\$ 15.45
Services (includes services from KC)	\$ 10.95
Insurance	\$ 2.70
Other	\$ (0.21)
<b>Subtotal</b>	<b>\$ 143.93</b>
<b>Less revenue-backed service</b>	<b>\$ 0.78</b>
<b>Total</b>	<b>\$ 143.15</b>

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

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

	Cost per hour
Vehicle Operations	\$ 79.05
Vehicle Maintenance	\$ 36.59
Non-Vehicle Maintenance	\$ 6.79
General Administrative	\$ 21.50
<b>Subtotal</b>	<b>\$ 143.93</b>
<b>Less revenue-backed service</b>	<b>\$ 0.78</b>
<b>Total</b>	<b>\$ 143.15</b>

**Future Hourly Rates**

2012	\$ 150.75
2013	\$ 158.16
2014	\$ 164.17
2015	\$ 170.41

2012-2013 KC Motor Bus Biennial Review Template annual growth  
2012-2013 KC Motor Bus Biennial Review Template annual growth  
CF 2014 forecast cost growth (3.8%)  
CF 2015 forecast cost growth (3.8%)

Future Rates are subject to change.

**2011 Water Taxi**

<b>Base Year 2011</b>	
West Seattle Commuter Labor Total	\$200,208.62
West Seattle Commuter Fuel Total	38,429.60
West Seattle Commuter Operations & Maintenance Total	91,019.50
<b>Total Five Month Commuter Service For 2011</b>	<b>329,657.73</b>
West Seattle Commuter Service Hours	824
<b>Per Service Hour Rate for 2011</b>	<b>\$ 400.07</b>

**2011 Commuter Shuttle****West Seattle Shuttle Service (Routes 773/775)****Fall 2011**

	<b>Cost per Hour</b>
Operator wages & salaries	\$ 23.51
Other wages & salaries	\$ 10.28
Benefits	\$ 9.17
Fuel	\$ 4.75
Lubes, tires, parts	\$ 1.75
Services	\$ 0.10
Vehicle maintenance	\$ 0.99
Utilities	\$ 1.24
General & Admin	\$ 1.81
Insurance	\$ 3.90
Interest	\$ 0.94
Leases/rentals	\$ 1.37
Depreciation	\$ 10.12
Management fee	\$ 6.95
KC contract management fee	\$ 7.11
<b>Total</b>	<b>\$ 83.00</b>



King County Metro Transit  
Initial Vehicle Use Cost Calculations

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

Coach Procurement		Treasury Rates	
Cost per coach (P)	Standard Vehicle Life (in Months) (L)	Year	Annual (AI) Monthly
\$957,000	144	2009	4.90% 0.3994%
\$990,495	144	2010	4.80% 0.3915%
		2011	5.10% 0.4154%
		2012	5.10% 0.4154%
		2013	5.10% 0.4154%

(Inclusive of all on-board systems costs)

Bus Usage Fee

Service Change	Months (M)	Coaches <sup>(1)</sup> (V)	Coach Cost <sup>(2)(3)</sup> (C)	Usage Fee <sup>(4)</sup> (= C / L * M)
Sep-09	4.5	5	4,785,000	148,531
Feb-10	4	5	4,785,000	132,917
Jun-10	3.5	15	14,355,000	348,906
Sep-10	4.5	24	23,269,455	727,170
Feb-11	4	26	25,250,445	701,401
Jun-11	3.5	39	29,212,425	710,024
Sep-11	4.5	43	29,212,425	710,024
Feb-12	4	39	29,212,425	710,024
Jun-12	3.5	39	29,212,425	710,024
Sep-12	4.5	18	17,326,485	512,185
Feb-13	4	4	3,828,000	114,643
<b>Pay for up to 30 total buses</b>				<b>\$2,769,950</b>

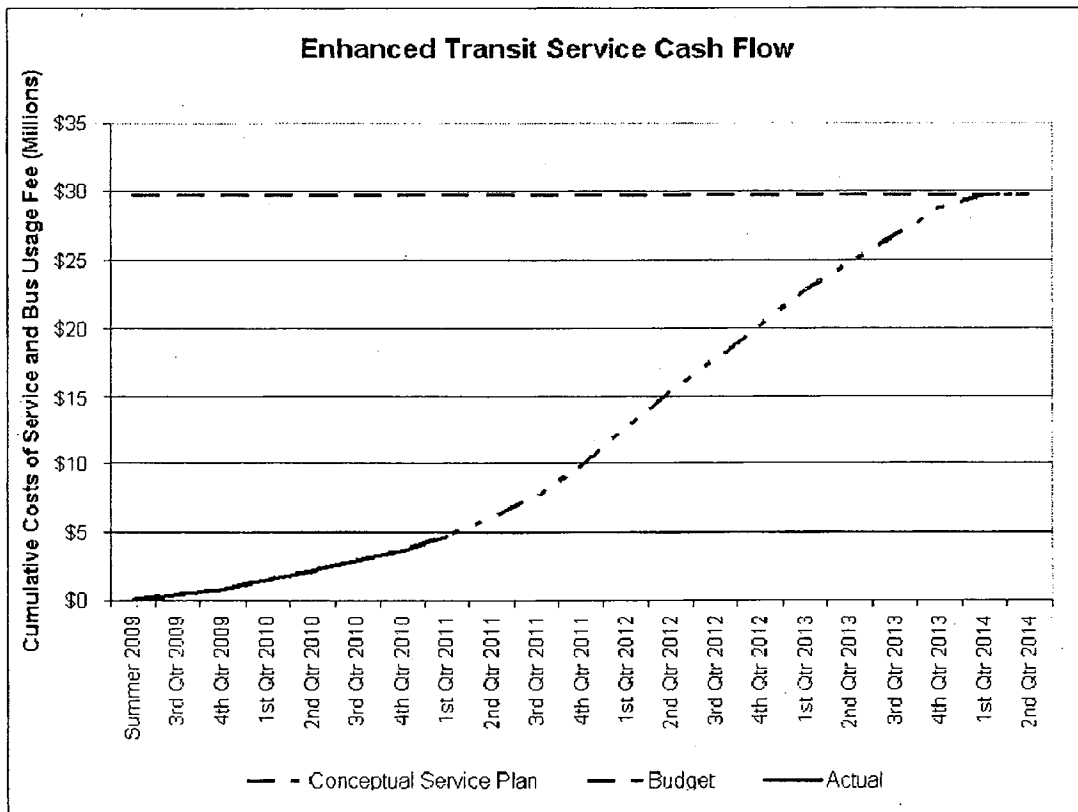
Bus Lost Interest Charge

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

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

**Exhibit B-1, Attachment 3**

**Expenditures and Enhanced Transit Service Cash Flow for buses and the Water  
Taxi services**



AMENDMENT NO. 2  
TO  
GCA 5864

THIS AMENDMENT No.2 to GCA 5864 (the "Second Amendment") is made and entered into between King County, by and through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the State of Washington, by and through its Department of Transportation ("WSDOT" or the "State"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**WHEREAS**, on October 23, 2008 the Parties entered into GCA 5864, an Agreement for an Expanded Bus Monitoring Project (the "Agreement") as part of the Alaskan Way Viaduct and Seawall Replacement Program, and

**WHEREAS**, on August 14, 2009, in order to preserve the project schedule, the Parties revised the Agreement with Amendment No.1 to reflect the State's authorization for Metro Transit to begin work under the Agreement prior to its execution and to memorialize the State's commitment to pay the County for that advance work, and

**WHEREAS**, Section 8 of the Agreement provides for changes to be made to the Agreement by mutual written agreement of the Parties, and

**WHEREAS**, the Parties have determined that modifications the anticipated viaduct construction schedule will necessitate an extension of the term of the Agreement, and

**WHEREAS**, as a consequence of the construction modifications, the Parties have mutually agreed to extend the term of the Agreement from December 31, 2012 to June 30, 2014, with no additional costs to the State; and

NOW, THEREFORE, BE IT MOVED by the Council of King County in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Subsection 6.1 (Effective Date and Term of Agreement) is hereby deleted in its entirety and replaced with the following:

This Agreement shall take effect when it is signed by both Parties and will remain in effect through June 30, 2014 unless earlier terminated pursuant to the terms of this Agreement.

2. Exhibit A – Scope of Work – to the Agreement is hereby amended by retitling it as Exhibit A-1, which is attached to the Agreement and by this reference incorporated herein, and changing any references to the former "Exhibit A" accordingly.

- 3. Exhibit A – Scope of Work – is further amended by deleting in its entirety the second sentence of the Reporting Section of the Exhibit and replacing it with the following:

Reports will be generated in a timeframe that allows Metro Transit schedule planning staff to consider the results prior to the schedule load for any subsequent service change.

- 4. Exhibit A – Scope of Work – is further amended by adding the following to the Reporting Section of the Exhibit:

For each service period, a Performance Report shall be prepared by Metro Transit in the same format and content as the, “Enhanced Transit, Transit Time and Demand Management Performance Report,” Volume 1: September 2009-February 2010 (Submitted April 5, 2010) and transmitted to the State at the same time as the Enhanced Transit Service Report

- 5. Except as specifically modified in this Second Amendment, all other terms, conditions, and provisions of the Agreement, as previously modified in the First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 2 as of the latest date written below.

KING COUNTY  
TRANSPORTATION  
DIVISION

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
By  
Kevin Desmond  
General Manager

\_\_\_\_\_  
By  
Ron Paananen  
Program Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit A-1 to the Amendment

**GCA 5864****Exhibit A-1 – Scope of Work****Overview**

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

**Objectives**

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

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

**Key Routes and Route Paths**

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

**Project Elements**

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

**Seattle CBD AVI System Expansion**

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

### **AVL Time Point Evaluation**

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

### **Develop Advanced AVL and AVI Reporting Tool**

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

### **Reporting**

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

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

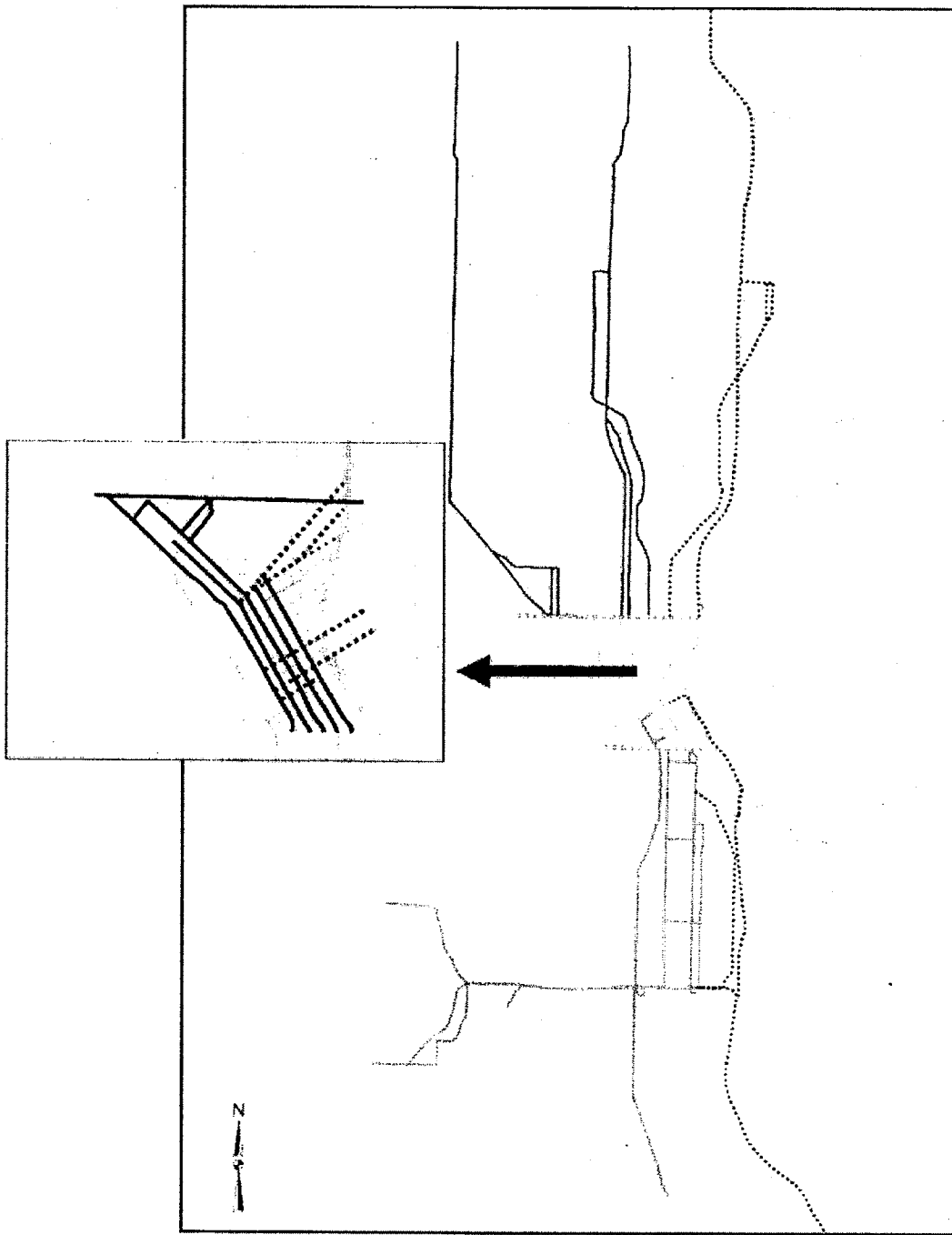
For each service period, a Performance Report shall be prepared by Metro Transit in the same format and content as the, "Enhanced Transit, Transit Time and Demand Management Performance Report," Volume 1: September 2009-February 2010 (Submitted April 5, 2010) Following the completion of a service period, the Performance Report shall be submitted to the State for review. This Performance report shall be submitted to the State at the same time as the next Enhanced Transit Service Proposal is submitted by the County to the State for review.

### **Project Schedule**

- Finalize design of AVI installations - new and relocated: 4th Quarter 2008
- Procure, install and integrate AVI installations: 1st Quarter 2009
- Complete development of monitoring tools: 4<sup>th</sup> Quarter 2009
- Complete AVL time point evaluation: 3<sup>rd</sup> Quarter 2009
- System testing and integration: 1<sup>st</sup>/2<sup>nd</sup> Quarter 2009
- System activation: 2<sup>nd</sup> Quarter 2009
- Reporting: Ongoing for the Duration of the Alaskan Way Viaduct Program

GCA 5864

Exhibit A-1, Attachment 1: Key Transit Pathways to/from Seattle CBD



3/11/2008

**GCA 5864**  
**Exhibit A-1, Attachment 2: Transit Routes Impacted by Alaskan Way Viaduct Program**

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

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

**Central Pathways**

Primary Path Current Service

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

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

PT Routes

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

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

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

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

Note: Deadhead pathways not listed



AMENDMENT NO. 1  
TO—  
GCA 5865

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

**THIS AMENDMENT No. 1 to GCA 5865** (the "First Amendment"), is made and entered into between King County, by and through its Department of Transportation, Metro Transit Division (the "County" or the "Metro Transit"), and the State of Washington, by and through its Department of Transportation ("WSDOT" or the "State"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

**WHEREAS**, on December 30, 2008 the Parties entered into GCA 5865, an Agreement for Transportation Demand Management, Initial Transit Enhancements and Other Improvement Projects (the "Agreement"), and

**WHEREAS**, the Transit Demand Management ("TDM") work will be required for the Alaskan Way Viaduct South Holgate to South King Project, and

**WHEREAS**, Section 7 of the Agreement provides for changes to be made to the Agreement by written agreement of the Parties, and

**WHEREAS**, the Parties have determined that delays in the anticipated viaduct construction schedule will necessitate an extension of the term of the Agreement, and

**WHEREAS**, as a consequence of the construction delays, the Parties have mutually agreed to extend the term of the Agreement from June 30, 2013 to June 30, 2014 with no additional costs to the State and no additional performance obligations to the County, and

**WHEREAS**, the activities identified in Exhibit A (Scope of Work) must be adjusted to reflect the extension of the term of the Agreement; and

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

**THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

1. Section 1 (Purpose) of the Agreement is hereby deleted in its entirety and replaced with the following:

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

2. Section 2.1 (Provision of Transportation Demand Management) of the Agreement is hereby deleted in its entirety and replaced with the following:

Metro Transit shall perform the Work described in Exhibit A-1 which is attached to the Agreement and by this reference incorporated herein.

3. The last paragraph of Section 3.1 (Payment) of the Agreement is hereby deleted in its entirety and replaced with the following:

An estimate of the cost for Work to be performed by the County pursuant to this Agreement is shown in Exhibit A-1, which is attached hereto and incorporated herein by this reference.

4. Section 4 (Reports) of the Agreement is hereby amended with the following:

4.3 For each service period, a Performance Report shall be prepared by Metro Transit in a similar format and content as that transmitted to the State, "Enhanced Transit, Transit Travel Time and Demand Management Performance Report," Volume 1: September 2009-February 2010, Submitted April 5, 2010, for each service period. The Performance Report shall also include content reflecting the Water Taxi services provided and their performance. Travel time, ridership and passenger load information for bus, water taxi and water taxi shuttle applicable service will be reported to the State in the Performance Reports. Following the completion of a service period, the Performance Report shall be submitted to the State for review. This Performance report shall be submitted to the State at the same time as the next Enhanced Transit Service Proposal is submitted by the County to the State for review.

4.4 Additionally a final Performance Report on the TDM tasks will be required within six (6) months of the completion of work on the TDM tasks in this scope of work or the end date of this Agreement, whichever one comes first. This report will contain the final trip reduction performance data for all of the TDM tasks in this scope of work similar to what is presented in the TDM section of the service period performance reports. In addition this report will provide a narrative on the lessons learned for each of the TDM tasks discussing what worked, what didn't and why. This should include discussion on any characteristics of the construction, TDM

project, targeted area or global factors (economy, gas prices, etc) that affected trip reduction performance of the TDM projects positively or negatively.

5. Section 5 (Effective Date and Term of Agreement) is hereby deleted in its entirety and replaced with the following:

5.1 This Agreement is effective upon execution by both Parties and will remain in effect through June 30, 2014 unless otherwise amended or earlier terminated by either Party pursuant to the terms of this Agreement.

6. Exhibit A (Scope of Work) to the Agreement is hereby replaced in its entirety by Exhibit A-1 (Scope of Work,) which is attached to the Agreement and by this reference incorporated herein.

7. Except as specifically modified in this First Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 1 as of the latest date written below.

KING COUNTY, DEPARTMENT OF  
TRANSPORTATION

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
By  
Kevin Desmond  
General Manager  
King County Metro Transit Division

\_\_\_\_\_  
By  
Brian Lagerberg  
Director  
Public Transportation Division

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

Exhibit A-1 to the Amendment

## GCA 5865

**Exhibit A-1: Scope of Work**

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

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

**I. Downtown Transportation Demand Management****A. Reduce Single Occupancy Vehicles (SOV) Commuter Parking - \$225,000**

<b>Concept</b>	The City of Seattle has developed parking strategies for converting existing long-term parking spaces to short-term use and moving commuters out of their cars to free up parking space. The Center City Parking Program will convert existing parking spaces in downtown lots and garages from long-term parking to short-term, off-street parking by working with building owners and private parking operators. The City will also build a parking guidance system to direct drivers to these available short-term parking spaces. On-street parking in downtown – up to 2,000 spaces – will be removed to increase road capacity. The City will provide additional funds to support the program, including funds for staff, program development and electronic guidance systems.
<b>Deliverables</b>	Surveying and marketing to support conversion of long-term parking to short-term parking in existing downtown lots and garages and a net reduction of 2,000 downtown long-term parking spaces. Metro Transit will estimate and report annually on the number of trips reduced, the net number of downtown long-term parking spaces (including baseline) and the net number of on-street parking spaces (including baseline).
<b>Timeline</b>	Begin surveys and marketing in late 2010 and continuing through 2014
<b>Expected Outcome</b>	Removal of on-street parking will improve mobility for transit and freight through the Center City during construction. The Center City Parking Program will convert commuter parking spaces to short-term use and reduce the overall number of long-term spaces leading commuters to seek alternative transportation modes. The program also leads to a decrease in searching for on-street parking consequently reducing emissions, fuel consumption and congestion.
<b>TDM Outcomes</b>	Shift 200 trips to alternative modes by reducing the net number of downtown long-term parking spaces by 2,000.

**B. Incentives for Transit and Ridesharing - \$350,000**

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

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

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

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

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

<b>Concept</b>	Work with employers to change perceptions and human resources policies related to telecommuting and flexible schedules. The goal is to make telecommuting and flexible schedules more accepted and normal in the downtown businesses.
<b>Deliverables</b>	Work with 15 to 20 companies to develop telecommuting/flexible schedule plans. Metro Transit will conduct measurement and report results.
<b>Timeline</b>	Begin working with companies in late 2009 to foster interest and gain management approval for telework implementation. The goal is to have programs up and running before any impacts of construction are felt.
<b>Expected Outcome</b>	Reduction in SOV trips through business culture changes.
<b>TDM Outcomes</b>	Save 710 peak hour trips from occurring.

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

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

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

<b>Concept</b>	Analyze and report on overall results of transportation demand management efforts.
<b>Deliverables</b>	Report.
<b>Timeline</b>	2010 - 2014
<b>Expected Outcome</b>	Information that enables the public to review, for each TDM mitigation program, results and contribution to overall SOV reduction during construction.

<b>TDM Outcomes</b>	Accountability for public dollars. Better information available for future construction mitigation programs and other trip reduction efforts.
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Metro Transit will provide a match of approximately \$350,000 of in kind staff services to support projects A through F outlined above. This is in addition to approximately \$150,000 of matching funds Metro Transit will provide to the project. King County Metro's total match is approximately \$500,000 for the Downtown Transportation Demand Management Project.

## II. South End Transportation Demand Management

### A. Residential Outreach - \$300,000

<b>Concept</b>	In-Motion is a residential version of employer transportation programs, providing one-on-one support to residents to help them make different choices about how they travel. Addressing residents' travel choices helps reach non-commute trips as well as commute trips. This program also is valuable in pushing the "Go Local" message, helping move viaduct corridor trips to bike/walk, or eliminating trips all together.
<b>Deliverables</b>	Conduct multiple In-Motion projects and In-Motion light follow-up programs. Neighborhoods to target could include: West Seattle, Tukwila, Burien, SeaTac, Federal Way, Queen Anne, South Lake Union, First Hill, and Ballard/Interbay. Measurement and reporting of results.
<b>Timeline</b>	Projects should be staggered throughout 2011 and 2012.
<b>Expected Outcome</b>	The program will be evaluated against a 10% household participation rate. Participation will be tracked through the submission of pledge cards to the program coordinator. Participants will be asked to complete a follow-up survey via mail or email to report their alternative mode usage in order to verify self-reported activities.
<b>TDM Outcomes</b>	Shift 390 SOV trips to alternative modes

### B. Carpool Programs - \$150,000

<b>Concept</b>	Vanpooling and transit usage cannot accommodate all of the needed shifts to mitigate impacts. Carpooling needs to be a continuing element of promotion and outreach if mitigation goals are to be met. This element will allow for expanded and targeted messaging on carpooling plus an incentive to new carpoolers.
<b>Deliverables</b>	Offer 1,000 incentives for new carpoolers. Metro Transit will conduct measurement and report results.
<b>Timeline</b>	Begin offering incentives as early as spring 2010 and continue until the incentives are gone.

<b>Expected Outcome</b>	The goal is to create more carpools and gather data on the carpools to better address their needs.
<b>TDM Outcomes</b>	Shift 270 trips to carpool.

#### **C. Employer Outreach - \$100,000**

<b>Concept</b>	Employer outreach occurs at larger companies that are required to participate in the Commute Trip Reduction (CTR) program, but smaller companies often miss out. By providing CTR-like outreach to the smaller employers a large proportion of the market can be reached. Working with the smaller employers to offer transit passes or subsidies allows more employees to be reached. Primary target employment areas include the SODO and Ballard/Interbay manufacturing centers and the South Lake Union, Queen Anne, and First Hill urban centers.
<b>Deliverables</b>	Conduct outreach in the secondary markets outlined above.
<b>Timeline</b>	Begin as early as spring 2010 to allow employers time to get programs in place before major construction impacts occur.
<b>Expected Outcome</b>	CTR firms have a much lower SOV rate than non-CTR firms and providing similar outreach and education to the non-CTR firms should reduce their SOV rates.
<b>TDM Outcomes</b>	Shift 100 trips to alternative modes.

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

<b>Concept</b>	When new transit service is implemented under the Enhanced Transit Services Agreement, GCA 5820, targeted marketing will take place to promote the new service. The marketing will address the specific communities affected by the new service and provide information on other transit programs as well. In neighborhoods where In-Motion programs will occur, coordination will occur between the In-Motion programs and the promotional effort.
<b>Deliverables</b>	Promote new transit services and all rideshare programs to a minimum 90,000 households. Metro Transit will conduct measurement and report results.
<b>Timeline</b>	Targeted promotional campaigns to coincide with major construction impacts and implementation of new transit service.
<b>Expected Outcome</b>	New transit service will attract a certain number of new riders on its own, but targeted promotions are needed to fully utilize the new service. The goal is to maximize the benefit of the new and existing service.
<b>TDM Outcomes</b>	Shift 580 trips to transit and ridesharing.

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

<b>Concept</b>	Analyze and report on overall results of transportation demand management efforts.
<b>Deliverables</b>	Report
<b>Timeline</b>	2010 - 2014



<b>Expected Outcome</b>	Information that enables the public to review, for each TDM mitigation program, results and contribution to overall SOV reduction during construction.
<b>TDM Outcomes</b>	Accountability for public dollars. Better information available for future construction mitigation programs and other trip reduction efforts.

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

## AGREEMENT GCA 5865

**EXHIBIT B-1 – FEDERAL FUNDING REQUIREMENTS****1. GENERAL COMPLIANCE ASSURANCE**

King County (County) agrees to give reasonable guarantees that it and its sub-contractors and any third party Contractors under Agreement GCA 5865 (Agreement), will comply with all requirements imposed by, or pursuant to, the Federal Transit Act including any amendments thereto, and the Federal Regulations. The County agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19, whichever is applicable, and the "Common Rule" as defined in OMB Circular A-87. The County agrees that the United States, any agency thereof, The State of Washington (The State) and any of the State's representatives, have not only the right to monitor the compliance of the County with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the Federal Transit Act, the Federal Regulations, and this Assurance.

**2. PURCHASES**

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

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

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

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

3. **CHARTER SERVICE OPERATIONS**

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

4. **SCHOOL BUS OPERATIONS**

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

5. **INCORPORATION OF FEDERAL TERMS**

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

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

**6. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

A. The State and the County acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this Agreement, the Federal Government is not a party to this Agreement unless so evidenced by express written consent. The Federal Government shall not be subject to any obligations or liabilities to the County or any other party (whether or not a Party to this Agreement) pertaining to any matter resulting from this Agreement.

B. No contract between the County and its sub-contractors shall create any obligation or liability of the State with regard to this Agreement without the State's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The County hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

**7. ETHICS**

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

1. **Personal Conflict of Interest.** The County's code or standards shall prohibit the County's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would

arise when any of the Parties set forth below has a financial or other interest in the firm or entity selected for award:

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

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

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

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

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

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

**F. Restrictions on Lobbying.** The County agrees to:

1. Comply with 31 USC §1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Comply, and assure compliance by each sub-contractor at any tier and each sub-recipient at any tier, with applicable requirements of USDOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC §1352; and
4. Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels; and
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

**G. Employee Political Activity.** To the extent applicable, the County agrees to comply with the provisions of the "Hatch Act," 5 USC §§1501 through 1508, and §§7324 – 7326, and Office of Personnel Management regulations, "Political Activity of the State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of the State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC §5307 (k)(2)(B) and 23 USC §142(g), the "Hatch Act" does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to the SAFETEA-LU provisions and/or receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

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

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

## 8. COMPLIANCE WITH LAWS AND REGULATIONS

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

## 9. CIVIL RIGHTS

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

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

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

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

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

**D. Nondiscrimination on the Basis of Sex.** The County agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681 et seq.; with USDOT regulations “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 CFR Part 25; and with any implementing directives that USDOT or FTA may promulgate, which prohibit discrimination on the basis of sex.



**E. Nondiscrimination on the basis of Age.** The County agrees to comply with applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 USC §§6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance", 45 CFR Part 90, which prohibits discrimination on the basis of age.
2. The Age Discrimination in Employment Act (ADEA) 29 USC §§621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.

**F. Disabilities-Employment.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the County agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the County agrees to comply with any implementing requirements FTA may issue.

**G. Disabilities-Access.** The County agrees to comply with the requirements of 49 USC §5301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The County also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 et seq., which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities; and with the Federal regulations, including any amendments thereto following: USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board USDOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission,

“Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, “Electronic and Information Technology Accessibility Standards” 36 CFR Part 1194; FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

**H. Drug or Alcohol Abuse.** Confidentiality and Other Civil Rights Protections. The County agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§1101 et seq.; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§4541 et seq.; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§201 et seq. and any amendments to these laws.

**I. Access to Services for Persons with Limited English Proficiency.** The County agrees to comply with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 USC §2000d-1 note, and with provisions of USDOT Notice “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001.

**J. Environmental Justice.** The County agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations”, 42 USC §4321 note, except to the extent that the Federal Government determines otherwise in writing.

**K. Other Nondiscrimination Statutes.** The County agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

#### **10. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES**

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

A. The County agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and

B. The County agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The County agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with federal assistance derived from the USDOT. The County's DBE program, as required by 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the County of its failure to implement its approved DBE program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC §1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§3801 et seq.

#### 11. ENERGY CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

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

B. **Environmental Protection.** The County agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§4321-4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note; FTA statutory requirements at 49 USC §5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 - 1508; joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 USC §§139 and 326 as well as amendments to 23 USC §138, environmental decision making requirements imposed on FTA projects are to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent

applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

**C. Clean Water.** In the event that the Federal share, identified in "Project Cost" of this Agreement, exceeds \$100,000, the County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.

1. The County agrees to report each violation to the State and understands and agrees that the State, in turn, shall report each violation, as required, to the FTA and to the appropriate EPA Regional Office, and
2. The County agrees to include these requirements in each subcontract that exceeds \$100,000 and is financed in whole or in part with Federal assistance provided by FTA.

**D. Clean Air.** In the event that the federal share, identified in "Project Cost" of this Agreement exceeds \$100,000, the County shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401-7671 et seq.

1. The County agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office, and
2. The County agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

## **12. ACCOUNTING RECORDS**

**A. Project Accounts.** The County agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The County agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to the State and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

**B. Funds Received or Made Available for the Project.** The County agrees to deposit in a financial institution, all advance Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant Agreement or Cooperative Agreement and all other

funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

**C. Documentation of Project Costs and Program Income.** The County agrees to support all allowable costs charged to the Project, including any approved services contributed by the County or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The County also agrees to maintain accurate records of all program income derived from implementing the Project.

**D. Checks, Orders, and Vouchers.** The County agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

### **13. AUDITS, INSPECTION, AND RETENTION OF RECORDS**

**A. Submission of Proceedings, Agreements, and Other Documents.** During the course of the Project and for six (6) years thereafter, the County agrees to retain intact and to provide copies of any data, documents, reports, records, contracts, and supporting materials relating to the Project upon request as the State or Federal Government may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 19. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the County's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

**B. General Audit Requirements.** The County as a sub-recipient of federal funds, agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC §§7501 et seq., as provided by 49 CFR §19.26, these audits must comply with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the USDOT, and any further revision or supplement thereto. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State. The County agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing

Standards". The County agrees to obtain any other audits required by the State. Project closeout will not alter the County's audit responsibilities.

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

D. **Inspection.** The County agrees to permit the State, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the County and its Contractors pertaining to the Project. The County agrees to require each third party Contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit the State, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project as required by 49 USC §5325(g).

#### 14. LABOR PROVISIONS

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

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

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

**D. Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the County during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, 40 USC §§3141 et seq., and pursuant to 49 USC §5333(a) et seq., daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, 40 USC §3141 et seq. and pursuant to 49 USC § 5333(a), the County shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The County's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**E. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the County and any sub-

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

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

**G. Transit Employee Protective Agreement.** As a recipient of funds under TEA-21, SAFETEA-LU, 23 USC § 10, 49 USC §§5309, 5311, 5311(f), 5316, and 5317 or a public agency recipient of funds under 49 USC §5310, the County shall carry out the Project in compliance with the applicable terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and that comply with the requirements of 49 USC §5333 (b), and with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of transit employee protective arrangements to FTA. The County agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this Agreement. The County agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by USDOL or any revision thereto.

## **15. SUBSTANCE ABUSE**

**A. Drug and Alcohol Abuse** – The County agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its



operating administrations and the State to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The County agrees further to submit annually the Management Information System (MIS) reports to the State by February 28th each year during the term identified in the caption space header above titled "the Term of Project".

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

## 16. TERMINATION

**A. Termination for Convenience.** The State and the County may suspend or terminate this Agreement, in whole or in part, and all or any part of the federal and/or the State financial assistance provided herein, at any time by written notice to the other PARTY in accordance with 49 CFR Part 18 §18.44 or 49 CFR Part 19 §19.61, whichever is applicable. The State and the County shall agree upon the Agreement termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However, if, in the case of partial termination, the State determines that the remaining portion of the award will not accomplish the purposes for which the award was made the State may terminate the award in its entirety. The PARTIES may terminate this Agreement for convenience for reasons including, but not limited to, the following:

1. The requisite federal and/or State funding becomes unavailable through failure of appropriation or otherwise;
2. The State determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal and/or State funds;
3. The County is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. The County is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the County;
5. The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or
6. The Federal Government terminates this Agreement due to a determination that the County has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this Agreement. In the event of a termination under this subsection, and the Federal Government exercises its right to require the State to refund any or all of the Federal Funds provided for the Project, the County shall return all monies reimbursed to it by the State, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from the State.
7. In the case of termination for convenience under subsections 1-5 above, the State shall reimburse the County for all costs payable under this Agreement which the County properly incurred prior to termination. The County shall promptly submit its claim for reimbursement to the State. If the County has any property in its possession belonging to the State, the County will account for the same, and dispose of it in the manner the State directs.

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

- Takes any action pertaining to this Agreement without the approval of the State, which under the procedures of this Agreement would have required the approval of the State;
- Fails to make reasonable progress on the Project or other violation of this Agreement that endangers substantial performance of the Project; or
- Fails to perform in the manner called for in this Agreement or fails to comply with, or is in violation of, any provision of this Agreement. The Stateshall serve a notice of termination on the County setting forth the manner in which the County is in default hereunder. If it is later determined by the State that the County had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the County, such as a strike, fire or flood, the State may: (a) allow the

County to continue work after setting up a new delivery of performance schedule, or  
(b) treat the termination as a termination for convenience.

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

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