

## PASS-THROUGH GRANT AGREEMENT

Between

City of Tacoma and Sound Transit

This Pass-through Grant Agreement (the "Agreement") is made and entered into as of the 28 day of March, 2017 ("Effective Date") and is between the City of Tacoma ("City"), a municipal corporation of the State of Washington, and the Central Puget Sound Regional Transit Authority ("Sound Transit"), a regional transit authority under the laws of the State of Washington, either of which entity may be referred to as "Party" or collectively as the "Parties."

### RECITALS

- A. The City entered into an agreement with the Washington State Department of Transportation ("WSDOT") for funding through a Regional Mobility Grant Program, administered by WSDOT's Public Transportation Division, for the purpose of WSDOT providing capital funding to the City for the design, construction and/or improvements of capital facilities and infrastructure to be used in the provision of public transportation services on the Tacoma Link Expansion project and is attached as **Exhibit A**.
- B. Sound Transit is currently working on completing Phase 1 of the Tacoma Link Expansion Project (the "Project"), which will expand Tacoma Link light rail from the existing Theater District Station by 1.3 miles to include three new stations and connect Tacoma's downtown with the Stadium Business District, Stadium High School, Tacoma General Hospital, Mary Bridge Children's Hospital, and Group Health Medical Facility.
- C. By expanding light rail for another 1.3 miles, the Project will reduce approximately 492,650 vehicle trips and 2.7 Vehicle Miles Traveled annually as well as improve mobility in downtown Tacoma and improve connections to the regional transit system.
- D. The City and Sound Transit has or will execute a funding agreement regarding City and Sound Transit funding for the Tacoma Link Expansion Project, which includes the portion of the total project funded by the Regional Mobility Grant, with the funding from this grant being a possible contribution to the Project by the City.
- E. The City will utilize WSDOT grant funds as a portion of the City's contribution to Sound Transit for the Project.
- F. The purpose of this Agreement is to establish a mutually beneficial arrangement between the City and Sound Transit creating a mechanism to allow the City to reimburse Sound Transit for costs incurred during implementation the Project.

The parties therefore agree as follows:

#### 1. AGREEMENT TERM AND MODIFICATIONS

This Agreement will be in effect upon execution by the Parties and will remain in effect through July 31, 2017, unless otherwise terminated or extended. The period of performance for work to be provided under this Agreement is from July 1, 2015 to June 30, 2017 unless

otherwise terminated or extended. The Parties anticipate extending the term of this Agreement and the period of performance for an additional two years pending the state appropriation to the project in the next legislative session.

## **2. STATEMENT OF WORK**

Sound Transit will furnish necessary personnel, equipment, material and services, and otherwise do all things necessary for or incidental to the performance of the work required as related to project performance associated with the Scope of Work provided in **Exhibit A**. The project objectives, timelines, and budget are also provided in **Exhibit A**.

## **3. INVOICE AND PAYMENT PROCEDURES**

The City will reimburse Sound Transit for the actual cost of work performed under the terms of this Agreement. Sound Transit will submit a completed invoice no more than once a month to the City detailing expenses and reimbursement amounts due and the City will pay Sound Transit within 30 days of receipt. The total reimbursement to Sound Transit under this Agreement may not exceed \$2,500,000.

Sound Transit will send its invoices to the City of Tacoma, Public Works Department-Engineering Division, 747 Market Street, Room 520, Tacoma WA 98402, attention: Amy Keeney (253) 591-5541.

## **4. ASSIGNMENTS AND SUBCONTRACTS**

This Agreement is subject to the requirements of the State Capital Construction Grant Agreement GCB 2114 (the "Grant Agreement"), which the City, as the Contractor, agreed to include Sections 9 through 32, 36, and 39 of the Grant Agreement (see **Exhibit A**) or equivalent FTA-compliant federal clauses, into each contract and subcontract it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished with funds awarded under the Grant Agreement, subject to the limitations in Section 22.E.3 of the Grant Agreement. The City further agreed that those clauses may not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions.

Sound Transit and its subcontractors will comply with the requirements of the Grant Agreement and Sound Transit will include sections 9 through 32, 36, and 39 of the Grant Agreement into each contract or subcontract when performing work under this Agreement.

## **5. DISPUTE RESOLUTION PROCESS**

### **5.1 Designated Dispute Resolution Representatives**

The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

For the City:

Chris Larson, Public Works Engineering Division Manager  
City of Tacoma  
747 Market Street, Room 520  
Tacoma, WA 98402

253-591-5538

For Sound Transit:

Sue Comis, Senior Project Manager, PEPD  
Sound Transit  
401 S Jackson Street  
Seattle, WA 98104  
206-398-5000

Designated Representatives and their respective contact information may be updated unilaterally for their respective agency in writing or electronic mail to the other Party. Any update to the Contract Managers must include the effective date of the change.

- 5.2 The City representative and the Sound Transit representative will confer to resolve disputes that arise under this Agreement. The Designated Representatives will use their best efforts and exercise good faith to resolve such disputes.
- 5.3 In the event the Designated Representatives are unable to resolve the dispute, the City of Tacoma Public Works Director or her/his designee and the Executive Director of DECM for Sound Transit or her/his designee will confer and exercise good faith to resolve the dispute.
- 5.4 In the event the entities designated in Section 5.3 are unable to resolve the dispute, the Parties may, if agreed in writing, submit the matter to non-binding mediation. The Parties may then seek to agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issues. If the Parties cannot agree, then either Party may institute a legal action in the Superior Court of Pierce County, in Tacoma, Washington unless another venue is agreed upon.

If the Parties cannot agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then

The Parties have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

## **6. TERMINATION**

- 6.1 Termination for Cause. If either Party does not fulfill, in a timely and proper manner, its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within that time, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- 6.2 Termination for Non-Appropriation or Loss of Grant Funding. In addition to termination for default, the City may terminate this Agreement for non-appropriation or loss of state grant funding by giving not less than 30 calendar

days' written notice thereof to Sound Transit, however this will not relieve the City of its responsibility for its share of costs for this Project under other agreements.

## **7. LEGAL RELATIONS**

- 7.1 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.
- 7.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- 7.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and are not be considered for any purpose to be employees or agents of the other Party.
- 7.4 Jurisdiction and Venue. The Pierce County Superior Court, in Tacoma, Washington, has exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 7.5 Mutual Negotiation and Construction. This Agreement has been explicitly negotiated and drafted by both Parties, and the language in all parts of this Agreement are to be construed according to its fair meaning and not strictly for or against either Party.
- 7.6 Force Majeure. Either Party to this Agreement may be excused from performance of its responsibilities and obligations under this Agreement, and not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.
- 7.7 Indemnification. The Parties will protect, defend, indemnify and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from either Party's negligent acts or omissions in performing their obligations under this Agreement. The Parties agree that they are each fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of their employment as such, as they are for the acts and omissions of its own employees and agents.

- 7.8 Sound Transit's obligations under this provision extend to any claim, demand or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver by Sound Transit's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the City only, and only to the extent necessary to provide the City, its officers, employees, and agents with a full and complete indemnity of claims made by the Parties employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 7.9 Waiver. A failure by either Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 7.10 Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 7.11 Changes and Modifications. This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.
- 7.12 Representation on Authority of Signatories. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.
- 7.13 Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be regarded for all purposes as an original.

The Parties have executed this Agreement through their duly authorized representatives on the dates shown below their respective signatures.

CITY OF TACOMA

  
Elizabeth Pauli, Interim City Manager

SOUND TRANSIT

  
Peter M. Rogoff, Chief Executive Officer

Approved:

  
Andrew Cherullo, Finance Director

Approved as to Form:

  
Jordan Wagner, Senior Legal Counsel

Approved as to form

  
Deputy City Attorney

**EXHIBIT A**

**Regional Mobility Grant**

**Tacoma Link Expansion-Phase 1 Theater District to MLK Jr. Way Project**

<b>Federal/State Capital Construction Grant Agreement</b>									
<b>Washington State Department of Transportation</b> Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387  WSDOT Contact: Tom Hanson 360-705-7919 (work) or 509-387-1749 (cell)	<b>Contractor:</b> <b>City of Tacoma</b> 747 Market Street, Room 520 Tacoma, WA 98402  Contact Person: Kurtis D. Kingsolver 253-591-5269								
<b>Term of Project:</b> July 1, 2015, through June 30, 2019	<b>ID #:</b> 91-6001283								
<b>Scope of Project:</b> Scope of Project as set forth in Exhibit I, Scope of Project and Budget.	<b>Project Title:</b> Tacoma Link Expansion – Phase I Theatre district to MLK Jr. Way (PIN: 20150013)								
<b>Project Area:</b> Downtown Tacoma, as defined in attached Exhibit I, Scope of project and Budget and Attachment A.	<b>CFDA:</b> N/A								
<b>Agreement Number:</b> GCB2114	<b>Project Costs:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">2015-2017 RMG Funds</td> <td style="text-align: right;"><b>\$2,500,000</b></td> </tr> <tr> <td style="text-align: right;">2017-2019 Projected RMG Funds</td> <td style="text-align: right;"><b>\$2,500,000</b></td> </tr> <tr> <td style="text-align: right;">Local Match</td> <td style="text-align: right;"><b>\$84,921,278</b></td> </tr> <tr> <td style="text-align: right;"><b>Total Project Cost</b></td> <td style="text-align: right;"><b>\$89,921,278</b></td> </tr> </table>	2015-2017 RMG Funds	<b>\$2,500,000</b>	2017-2019 Projected RMG Funds	<b>\$2,500,000</b>	Local Match	<b>\$84,921,278</b>	<b>Total Project Cost</b>	<b>\$89,921,278</b>
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Local Match	<b>\$84,921,278</b>								
<b>Total Project Cost</b>	<b>\$89,921,278</b>								

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the above Contractor, hereinafter “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES,” WITNESSETH THAT:

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (1), (2), (4) and (5), provides Rural Mobility, Paratransit/Special Needs, and other special proviso funding through the multi-modal transportation account and rural mobility grant program account, as identified in the budget through its 2013-2015 biennial appropriations to WSDOT;

WHEREAS, WSDOT Public Transportation Division administers **Regional Mobility Grant Program** funds to provide assistance solely for transportation projects as identified in **LEAP Transportation Document 2015-2 ALL PROJECTS** as developed on March 30, 2015 Public Transportation V;

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, “Scope of Project and Budget,” IT IS MUTUALLY AGREED AS FOLLOWS:

#### Section 1

##### Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the design, acquisition, construction, and/or improvements of capital facilities and infrastructure to be used in the provision of public transportation services that meet the needs of persons in the State of Washington, hereinafter referred to as the “Project.” Reference to the “Project” shall include all such capital facilities, infrastructure and associated equipment designed, acquired, constructed, improved or installed under this AGREEMENT.

#### Section 2

##### Scope of Project

The CONTRACTOR agrees to perform the work and complete the Project as described and detailed in Exhibit I, “Scope of Project and Budget,” which is by this reference fully incorporated herein as if fully

set out in this AGREEMENT, and to perform the Project within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

### **Section 3**

#### **Term of Project**

The Project period shall begin on the date shown in the caption space header titled "Term of Project" and shall continue through the useful life of the Project regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein. The useful life of the constructed Project will be determined by WSDOT, based upon Architectural/Engineering (A&E) estimates, materials used and industry standards for the type of structure built or as FTA identifies in writing.

### **Section 4**

#### **Contractor's Share of Project Costs**

The total Project cost shall not exceed the amounts detailed in the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with any "Contractor Funds" allocated for the Project in an amount sufficient to complete the Project as detailed in Exhibit I, "Scope of Project and Budget." The CONTRACTOR further agrees that there shall be no reduction in any amount specified as the Contractor's Funds unless there is a concurrent proportional reduction in the Federal Funds, or WSDOT pre-approves the reduction in writing. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within three (3) business days of making that determination. The CONTRACTOR agrees that "Project Costs" eligible for federal participation, including Contractor Funds used as match to other FTA funds, must comply with the standards of OMB Circular 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"(effective December 31, 2014), A-87, Revised, "Cost Principles for State and Local Governments", or OMB Circular A-122 Revised, "Cost Principles for Non-Profit Organizations" or Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, Subpart 31.2, "Contracts with Commercial Organizations," whichever is appropriate.

### **Section 5**

#### **Payment**

A. WSDOT, using FTA funds, shall reimburse the CONTRACTOR for allowable expenses incurred in completing the Project described in Exhibit I, "Scope of Project and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's Consolidated Grants Program Guidebook, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>. In no event shall the total amount reimbursed by WSDOT exceed the "Federal Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis. Such costs to be reimbursed shall be calculated as described in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. **State Fiscal/ Biennial Year End Closure Requirements per RCW 43.88.** The CONTRACTOR shall submit an invoice by July 15, 2016, for any unreimbursed eligible expenditures incurred between July 1, 2015, and June 30, 2016. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited



to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by WSDOT by July 15, 2017, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after July 15, 2017 will not be eligible for reimbursement.

#### **Section 6**

##### **Inspection of the Project**

The CONTRACTOR shall inspect the Project pursuant as required during construction and upon Project completion. Upon receipt and acceptance of the Project, the CONTRACTOR agrees that it has fully inspected the Project and accepts it as in good condition and repair, and is satisfied with the Project and that the Project complies with all regulations, rules, and laws.

#### **Section 7**

##### **Miscellaneous Charges and Conditions**

The CONTRACTOR shall pay all late fees and fines, as well as any fees and taxes and WSDOT shall not reimburse CONTRACTOR for any such fees and/or fines under this AGREEMENT. Retail sales or use tax, which may be imposed with respect to any portion said Project by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project is eligible for reimbursement. Required inspection fees conducted by third party subcontractors on the Project or any portion thereof for acceptance are eligible for reimbursement. All replacements, repairs, or substitutions of parts of any portion of the Project shall be at the cost and expense of the CONTRACTOR.

#### **Section 8**

##### **Assignments, Subcontracts, and Leases**

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR will not assign any portion of the Project under this AGREEMENT or execute any contract, amendment, or change order thereto pertaining to the Project, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, or lease or lend the Project or any portion thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include Sections 9 through 32, Section 36 and Section 39 of this AGREEMENT in each subcontract financed in whole or in part with Federal assistance provided by FTA; and 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, subject to the limitations set forth in Section 22.E.3 of this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

##### **Statement of Financial Assistance:**

“This AGREEMENT is subject to a financial assistance contract between the Washington State Department of Transportation and the Federal Transit Administration and the appropriations of the State of Washington.”

C. The CONTRACTOR must make full and prompt payment to subcontractors for satisfactory performance of their contract work no later than 30 days from receipt of payment for such work from WSDOT (49 CFR 26.29), even if such FTA requirements conflict with state laws.

#### **Section 9**

##### **Reports and Use of the Project**

A. The CONTRACTOR agrees that the Project shall be used for the provision of transportation service as set forth in Exhibit I, “Scope of Project and Budget” within the area described in the caption space titled “Service Area,” above, for the Project's useful life according to Section 3, Term of Project. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any law, or so as to avoid any insurance covering the same, or permit the Project or any portion thereof to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR

unreasonably delay the design, acquisition, construction or improvement of the capital facilities and infrastructure of the Project or any portion thereof, and/or unreasonably delay putting the constructed Project into service or fail to use the Project or any portion thereof during the useful life of that Project, the CONTRACTOR agrees that it may be required to refund the entire amount of the "Federal Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project or any portion thereof is withdrawn from Project use or when the Project is used in a manner substantially different from that identified in the "Scope of Project and Budget." If the Project is permanently removed from transportation service, the CONTRACTOR agrees to immediately contact WSDOT for instructions regarding the disposal of the Project.

**B. Reports.** The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm> or as requested by WSDOT. The CONTRACTOR shall keep satisfactory written records with regard to the use of Project design, acquisition, construction and/or improvement of the Project and the subsequent use of the Project and shall submit the following reports in a format and at such times as prescribed by WSDOT through the useful life of the Project:

1. Reports regarding the progress of the design, acquisition, construction and/or improvement of the Project.

Reports describing the current usage of Project and other data which WSDOT and the Federal Transit Administration ("FTA") may request.

2. In the event any portion of the Project sustains disabling damage as defined in WSDOT's *Consolidated Grants Program Guidebook* and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm> and/or use of the Project triggers drug and alcohol testing, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.

3. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT and FTA and which may include but are not limited to:

- a) Drug Abuse and Alcohol Abuse Testing compliance reports as required in this AGREEMENT
- b) Goods and services purchased from Disadvantaged Business Enterprises.

**C. Program Income.** The CONTRACTOR shall comply with Program Income provisions in, 49 CFR § 18.25 or 49 CFR § 19.24, whichever is applicable, and prepare a quarterly report of the gross income, as defined in WSDOT's *Consolidated Grants Program Guidebook*, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>, and any amendments thereto, received by CONTRACTOR that is directly generated by the Project activity supported by the funding in this AGREEMENT.

**D. Remedies for Misuse or Noncompliance.** The CONTRACTOR shall not perform or use the Project in a manner different from that set forth in Exhibit I, "Scope of Project and Budget," and the "Service Area" identified in the AGREEMENT. If WSDOT determines that the Project has been used in a manner different from that set forth in Exhibit I, "Scope of Project and Budget," and the "Service Area" identified in the AGREEMENT, WSDOT may direct the CONTRACTOR to dispose of the Project acquired and/or constructed with Federal funds by the CONTRACTOR in accordance with FTA procedures. WSDOT may also withhold Grant payments should it determine that the CONTRACTOR has failed to comply with any provision of this AGREEMENT. If Federal participation and funding is either reduced or canceled as a result of a breach by the CONTRACTOR, the CONTRACTOR is then liable for all damages from the breach, even though those damages exceed the price payable under this AGREEMENT

**Section 10**  
**Maintenance of Project**

CONTRACTORS who are transit agencies must have a Transit Asset Management Plan (AMP), as required by 49 USC § 5326, and certified by WSDOT. All other CONTRACTORS must have a written AMP to WSDOT by October 1, 2014, or prior to the receipt of their first grant funded vehicle. The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to ensure the Project assets are maintained in a state of good repair. All service, materials, and repairs in connection with the use and operation of the Project shall be at the CONTRACTOR's expense. The CONTRACTOR shall, at a minimum, service the Project and replace parts at intervals recommended by the manufacturer consistent with the CONTRACTOR's AMP. The CONTRACTOR agrees to comply with the property management standards identified in 49 CFR §§ 18.31 through 18.34 or 49 CFR §§ 19.30 through 19.37, whichever is appropriate, including any amendments thereto, and with other applicable Federal regulations in accordance with Federal directives, which by this reference is incorporated herein to the AGREEMENT; and any reference therein to "grantee" shall mean the CONTRACTOR. Any exception to the requirements of 49 CFR §§ 18.31 through 18.34 or 49 CFR §§ 19.30 through 19.37 requires the express approval of WSDOT in writing. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

**Section 11**  
**General Compliance Assurance**

The CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 U.S.C. Chapter 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19 or FAR, 48 CFR Chapter 1, subpart 31 whichever is applicable, and cost principles as defined in OMB circulars 2 CFR Part 200, A-87 and A-122. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

**Section 12**  
**Procurement**

The CONTRACTOR shall make purchases of any portion of the Project pursuant to this AGREEMENT through procurement procedures approved in advance by WSDOT and consistent with the following provisions:

**A. General Procurement Requirements.** The CONTRACTOR shall comply with third-party procurement requirements of 49 U.S.C. Chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the United States Department of Transportation (U.S. DOT) 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. The CONTRACTOR shall also comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision 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 CONTRACTOR. The CONTRACTOR agrees that it may not use FTA assistance to support its third-party procurements unless there is satisfactory compliance with Federal laws and regulations.

**B. Full and Open Competition.** In accordance with 49 U.S.C. § 5325(a), the CONTRACTOR agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.

**C. Exclusionary or Discriminatory Specifications.** Apart from inconsistent requirements imposed by Federal laws or regulations, the CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not expending or otherwise using any Federal assistance awarded from FTA funds to support a procurement using exclusionary or discriminatory specifications.

**D. Preference for United States Products and Services.** To the extent applicable, the CONTRACTOR agrees to comply with the following U.S. preference requirements:

1. **Buy America.** The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and any later amendments thereto.

2. **Cargo Preference—Use of United States-Flag Vessels.** The CONTRACTOR agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the Project.

3. **Fly America.** The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 through 301-10.143.

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

**F. Preference for Recycled Products.** To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

**G. National Intelligent Transportation Systems Architecture and Standards.** To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 517(d), and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

**H. Bonding – Construction Activities.** The CONTRACTOR agrees to provide bid guarantee, contract performance, and payment bonds as provided by Federal regulations and to the extent determined adequate by FTA in writing, and follow any other construction bonding provisions in FTA directives, except to the extent the FTA determines otherwise in writing.

**I. Architectural Engineering or Related Services.** In accordance with 49 U.S.C § 5325(b), the CONTRACTOR agrees to comply with the following requirements pertaining to the procurement of architectural engineering or related services that will be financed with Federal assistance authorized under 49 U.S.C Chapter 53 or required by Federal law to be administered in accordance with 49 U.S.C. Chapter 53:

1. When procuring architectural engineering, or related services, the CONTRACTOR agrees that it and its sub-contractors at any tier will: (a) Negotiate for architectural engineering or related services in the same manner as a contract for architectural engineering, or related services is negotiated under Chapter 11 of Title 40, United States Code, or (b) Comply with an equivalent State qualifications-based requirement for contracting for architectural engineering, or related services, provided the State has adopted by law such requirement before August 10, 2005.

2. Upon awarding a contract for architectural engineering or related services, the CONTRACTOR agrees that it and its subcontractors at any tier will: (a) Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R.

Part 31. (b) Accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute. (c) Apply the firm's indirect cost rates, without any limitation by administrative or de facto ceilings, for purposes of contract estimation, negotiation, administration, reporting, and contract payment, after the firm's indirect cost rates are accepted as described in Section 12, I.2(b) herein. (d) In compliance with 49 U.S.C. § 5325(b)(2)(D), the CONTRACTOR agrees and assures that it and the members of any group of entities sharing cost or rate data as described in Section 12, I.2(c) herein shall:

- i. Notify any affected firm before requesting or using that data,
- ii. Maintain the confidentiality of that data, and assure that it is not accessible or provided to others, and
- iii. Not disclose that data under any circumstances if doing so is prohibited by 49 U.S.C. § 5325(b) or other law.

**J. Design-Build Projects.** In accordance with 49 U.S.C. § 5325(d)(2), the CONTRACTOR may use design-build procurements to implement its Project(s) after it has complied with all applicable requirements established by the Federal Government, whether through Federal laws or regulations in accordance with applicable Federal directives, except to the extent the Federal Government determines otherwise in writing.

**K. Award to Other than the Lowest Bidder.** In accordance with 49 U.S.C. § 5325(c), the CONTRACTOR may award a third party contract to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. Chapter 53, and in accordance with any implementing Federal regulations or directives that FTA may issue, except to the extent FTA determines otherwise in writing.

**L. Award to Responsible Contractors.** In compliance with 49 U.S.C. § 5325(j), the CONTRACTOR agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the CONTRACTOR agrees to consider:

1. The third party contractor's integrity,
2. The third party contractor's compliance with public policy,
3. The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(1)(2), if any, and
4. The third party contractor's financial and technical resources.

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

### **Section 13 Real Property**

For real property acquired with Federal assistance, the CONTRACTOR agrees as follows:

**A. Real Property Acquisition Protections.** Irrespective of Federal participation in real property acquisition costs under the Project, the CONTRACTOR agrees to all of the following:

1. It will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of a Project funded by FTA, and
2. It will comply with:
  - (a) 49 U.S.C. § 5324(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*, and

(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

B. **Covenant Assuring Nondiscrimination.** The CONTRACTOR agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

C. **Recording Title to Real Property.** To the extent required by FTA, the CONTRACTOR agrees to record the Federal interest in title to real property used in connection with the Project.

D. **FTA Approval of Changes in Real Property Ownership.** The CONTRACTOR agrees that it will not dispose of, modify the use of, or change the terms of the real property title or any other interest in the site and facilities used in the Project without permission and instructions from FTA.

#### **Section 14 Construction**

Except to the extent the Federal Government determines otherwise in writing, the CONTRACTOR agrees as follows:

A. **Drafting, Review, and Approval of Construction Plans and Specifications.** The CONTRACTOR agrees to comply with FTA requests pertaining to the drafting, review, and approval of construction plans and specifications.

B. **Seismic Safety.** The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

C. **Supervision of Construction.** The CONTRACTOR agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.

D. **Construction Reports.** The CONTRACTOR agrees to provide progress reports and other information and data as may be required by FTA or by the State in which the construction takes place.

E. **Major Capital Investment Project Regulations and Guidance.** To the extent applicable, the CONTRACTOR agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any amendments thereto, and to follow FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects," August 1, 2007, any later revisions thereto, and FTA regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, and FTA regulations, "New Starts and Small Starts Evaluation Rating Process Policy Guidance," published in 78 *Fed. Reg.* 49372 *et seq.*, August 14, 2013

#### **Section 15 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 herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, 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 CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any WSDOT request, which would cause WSDOT to be in violation of any FTA term or condition.

B. **Federal Changes.** The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this AGREEMENT

and include any amendments promulgated by the FTA, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

C. **Special Provisions by MAP-21 Authorized Program.** Recipient agrees to follow the applicable edition of FTA Circular, "Bus and Bus Facilities Guidance Facilities: Guidance and Application Instructions" when it is issued

#### **Section 16**

##### **No Obligation by the Federal Government**

A. WSDOT and the CONTRACTOR 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 it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the CONTRACTOR, subcontractor, lessee, or any other participant at any tier of the Project (whether or not a PARTY to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. No contract between the CONTRACTOR and its subcontractors, lessees, or any other participant at any tier of the Project shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The CONTRACTOR 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.

#### **Section 17**

##### **Personal Liability of Public Officers**

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

#### **Section 18**

##### **Ethics**

A. **Code of Ethics.** The CONTRACTOR 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, subagreements, leases, third-party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the CONTRACTOR's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, sub-recipient, or participant at any tier of the Project, or agent thereof. The CONTRACTOR may set *de minimis* 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 CONTRACTOR's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR's officers, employees, board members, or agents, or by subcontractors, lessees, sub-recipients, other participants, or their agents. The CONTRACTOR must fully comply with all the requirements and obligations of Chapter 42.52 RCW that govern ethics in state and local governments.

1. **Personal Conflict of Interest.** The CONTRACTOR's code or standards shall prohibit the CONTRACTOR'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 CONTRACTOR'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, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this AGREEMENT.

**B. Debarment and Suspension.** The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the Project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will search the "System for Award Management" at <http://sam.gov> before entering into any third subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions. CONTRACTOR understands that a suspension, debarment, or other similar action against a third party by CONTRACTOR is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to the WSDOT and FTA.

**C. Bonus or Commission.** The CONTRACTOR 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 WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

**E. Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, 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 WSDOT without written consent of WSDOT.

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

1. Comply with 31 U.S.C. § 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. Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352; and
3. 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.

**G. Employee Political Activity.** To the extent applicable, the CONTRACTOR agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 U.S.C. § 5307



(k)(2)(B) and 23 U.S.C. § 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 MAP-21 provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

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

1. **Civil Fraud:** The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to the extent the Federal Government deems appropriate.
2. **Criminal Fraud:** If the CONTRACTOR 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 U.S.C. Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. §5323(1), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
3. The CONTRACTOR understands that a false claim is considered an adverse action that can result in a change in Project Performance.

**I. Trafficking in Persons.** To the extent applicable, the CONTRACTOR agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (19) dated October 1, 2013, which by this reference is incorporated herein as if fully set out in this AGREEMENT, and any amendments thereto, which is accessible at <http://www.fta.dot.gov/documents/21-Master.pdf> consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 CFR Part 175.

#### **Section 19**

##### **Compliance with Laws and Regulations**

The CONTRACTOR 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 CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW.

#### **Section 20**

##### **Civil Rights**

The CONTRACTOR 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 CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, disability, sexual orientation, gender identity, status as a parent, or age, and prohibits discrimination in employment or business opportunity;

**B. Nondiscrimination-Title VI of the Civil Rights Act.** The CONTRACTOR 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 U.S.C. §§ 2000d *et seq.*; and U.S. DOT 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 CONTRACTOR also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; and U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and any other applicable Federal directives that may be issued;

**C. Equal Employment Opportunity.** The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and Executive Order 11246 and Executive Order 13672 and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

1. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, sexual orientation, gender identity, status as a parent, or national origin. The CONTRACTOR 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, sexual orientation, gender identity, status as a parent, 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 CONTRACTOR shall also comply with any implementing requirements FTA may issue.

2. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the CONTRACTOR agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws and regulations in accordance with applicable Federal directives affecting construction undertaken as part of the Project.

3. If the CONTRACTOR 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 CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the CONTRACTOR 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 CONTRACTOR's eligibility to obtain future federal financial assistance for transportation projects.

**D. Nondiscrimination on the Basis of Sex.** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.* and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

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

1. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 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 U.S.C. §§ 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 U.S.C. § 12112, the CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

**G. Disabilities-Access.** The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 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 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; U.S. DOT 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 U.S. DOT 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 CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 U.S.C. §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 U.S.C. §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

**I. Access to Services for Persons with Limited English Proficiency.** The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with

Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and with provisions of U.S. DOT Notice “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

**J. Environmental Justice.** The CONTRACTOR 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 U.S.C. § 4321 note; and DOT Order 5610.2, “Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, and the most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.

**K. Other Nondiscrimination Statutes.** The CONTRACTOR 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.

### Section 21

#### Participation of Disadvantaged Business Enterprises

To the extent applicable, the CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The CONTRACTOR agrees to comply with section 1101(b) of MAP-21, 23 U.S.C. §101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

B. The CONTRACTOR 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 U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR 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 U.S. DOT, and to follow all requirements specified in the WSDOT’s Guidebook, *Consolidated Grants Program Guidebook*, found at <http://www.wsdot.wa.gov/Transit/Grants/Guidebook.htm>, referencing DBE standards. The CONTRACTOR’s DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, 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 CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

### Section 22

#### Energy Conservation and Environmental Requirements

**A. Energy Conservation.** The CONTRACTOR 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 U.S.C. §§ 6321 *et seq.*, and any amendments thereto. To the extent applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 CFR Part 622, Subpart C.

**B. Environmental Protection.** The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (NEPA), 42 U.S.C. §§ 4321 through 4335; Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 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 through 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. The CONTRACTOR agrees to comply with 23 U.S.C. §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**C. Clean Water.** The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, 42 U.S.C. §§ 300f through 300j-6, and 42 U.S.C. § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this AGREEMENT entitled "Project Costs", exceed \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act.

**D. Clean Air.** The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 40 CFR parts 85, 86, 93 and 600, and any revisions thereto. In the event that the federal share, identified in "Project Costs" of this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act.

**E. Violating Facilities.** The CONTRACTOR agrees to:

1. Refrain from using any violating facilities.
2. Report each violation to WSDOT and understands and agrees that WSDOT will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
3. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

**F. Use of Certain Public Lands.** The CONTRACTOR agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, unless the Federal Government makes the findings required by 49 U.S.C. § 303. The CONTRACTOR also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 774, and referenced in 49 C.F.R. Part 622.

**G. Wild and Scenic Rivers.** The CONTRACTOR agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

**H. Coastal Zone Management.** The CONTRACTOR agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

**I. Wetlands.** The CONTRACTOR agrees to facilitate compliance with the protections for wetlands of Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

**J. Floodplains.** The CONTRACTOR agrees to facilitate compliance with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

**K. Endangered Species and Fisheries Conservation.** The CONTRACTOR agrees to comply with applicable protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*

**L. Historic Preservation.** The CONTRACTOR agrees as follows:

1. The CONTRACTOR agrees that in implementing its Project, it will not use any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places, unless the Federal Government makes the findings required by 49 U.S.C. § 303.
2. The CONTRACTOR agrees to encourage compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows: (a) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the CONTRACTOR agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of affected properties. (b) The CONTRACTOR agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

**M. Indian Sacred Sites.** The CONTRACTOR agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, pursuant to the American Indian Religious Freedom Act, 42 U.S.C. § 1996, in accordance with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent that the Federal Government determines otherwise in writing.

**N. Mitigation of Adverse Environmental Effects.** Should the proposed Project cause or result in adverse environmental effects, the CONTRACTOR agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, and 49 C.F.R. Part 622, among others. The CONTRACTOR agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303). The CONTRACTOR also agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The CONTRACTOR agrees that those environmental mitigation measures are incorporated by reference and made part of this AGREEMENT or Cooperative Agreement for the Project. The CONTRACTOR also agrees that any deferred mitigation measures will be incorporated by reference and made part of this AGREEMENT or Cooperative Agreement for the Project as soon as agreement with the Federal Government is reached. The CONTRACTOR agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

### **Section 23**

#### **Accounting Records**

**A. Project Accounts.** The CONTRACTOR 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 CONTRACTOR 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 WSDOT 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 CONTRACTOR agrees to deposit in a financial institution, all 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.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

**D. Checks, Orders, and Vouchers.** The CONTRACTOR 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.

#### **Section 24**

##### **Audits, Inspection, and Retention of Records**

**A. Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the course of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials, both paper and electronic, relating to the Project as WSDOT may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. 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 CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

**B. General Audit Requirements.** The CONTRACTOR agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.* As provided by 49 CFR § 18.26 or 19.26, whichever is applicable, 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 U.S. DOT, and any further revision or supplement thereto. The CONTRACTOR agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards". The CONTRACTOR agrees to obtain any other audits required by the Federal Government or WSDOT. Project closeout will not alter the CONTRACTOR's audit responsibilities.

**C. Inspection.** The CONTRACTOR agrees to permit WSDOT, 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, maintenance records, and other data and records, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR 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 WSDOT, 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, maintenance records, 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 U.S.C. § 5325(g).

#### **Section 25**

##### **Labor Provisions**

**A. Construction Activities.** The CONTRACTOR agrees to comply and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following laws and regulations providing protections for construction employees:

1. **Contract Work Hours and Safety Standards Act.** The CONTRACTOR shall comply with, and shall require the compliance by each subcontractor 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 U.S.C. § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 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 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926;

2. **Davis-Bacon Act, as amended,** 40 U.S.C. §§ 3141 *et seq.*, pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and

3. **Copeland "Anti-Kickback" Act, as amended,** 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

**B. Fair Labor Standards Act.** The CONTRACTOR agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201 *et seq.*, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The CONTRACTOR 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 contractor or subcontractor 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 CONTRACTOR 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, Public Law 88-349 as amended by 40 U.S.C. §§ 3141 *et seq.*, and pursuant to 49 U.S.C. § 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, Public Law 88-349, as amended by 40 U.S.C. § 3141 *et seq.* and pursuant to 49 U.S.C. § 5333(a), the CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor 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 (C) of this section.

**F. Withholding for unpaid wages and liquidated damages.** The CONTRACTOR 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 CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

**G. Public Transportation Employee Protective Agreement.** To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333 (b), in accordance 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 public transportation employee protective arrangements to FTA. The CONTRACTOR 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 CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for application to the Project, in accordance with USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any revision thereto.

#### **Section 26**

##### **Liens on the Project**

In addition to any Federal interest in title to the Project, WSDOT shall hold legal title to the Project the CONTRACTOR acquires, improves and/or constructs with Federal funds and have legal ownership to any portion of the Project the CONTRACTOR acquires or modifies using the "Federal Funds" identified in the caption space of this AGREEMENT titled "Project Costs". The CONTRACTOR accepts WSDOT's legal title to the Project and any portion thereof during its useful life and agrees that it shall not use the Project or any portion thereof as collateral, nor shall the CONTRACTOR encumber the Project in any way. The Contractor shall follow the terms stated in Section 9A regarding use and disposal of the Project and/or any portion thereof. WSDOT's lien shall equal the proportional Federal funded share, as identified in this AGREEMENT, of the disposable value of the Project and any portion thereof. Satisfaction of WSDOT's lien may be satisfied only by proper disposal of the Project and any portion thereof in a manner determined by WSDOT.

#### **Section 27**

##### **Loss or Damage to Project**

A. During the useful life of the Project, the CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project or any portion thereof using either of the following methods:

1. The CONTRACTOR shall maintain or cause to be maintained property insurance covering risk of direct physical loss on the Project or any portion thereof adequate to cover the value of the Project during the course of construction and after occupancy. To the extent applicable, the CONTRACTOR agrees to comply with flood insurance purchase provisions of Section 102(a) of the Flood Disaster

Protection Act of 1973, 42 U.S.C. § 4012a(a). With respect to any project involving construction, the CONTRACTOR shall supply proof of such coverage to WSDOT; or

2. The CONTRACTOR shall provide a written certificate of self-insurance to WSDOT. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project or any portion thereof if it is stolen, damaged, or destroyed in any manner.

B. During the useful life of the Project, if the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all of the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or

2. In the event the CONTRACTOR certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

C. During the useful life of the Project, if the Project is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to WSDOT. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project and/or any portion thereof; or

2. Does not intend to replace the lost Project and/or any portion thereof.

D. If WSDOT determines that the total loss occurred under circumstances in which the CONTRACTOR fulfilled its obligations under this AGREEMENT, WSDOT would either pay or rebate to the CONTRACTOR its proportionate share of such proceeds received, or take such other action with respect to such proceeds, as FTA shall allow.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

## **Section 28**

### **Planning and Private Enterprise**

**FTA Requirements.** The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(l); joint Federal Highway Administration (FHWA)/ FTA regulations, "Statewide Transportation Planning: Metropolitan Transportation Planning," 23 CFR Part 450 and 49 CFR Part 613; and any amendments thereto, and with FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, to the extent that these regulations are consistent with the MAP-21 amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations. To the extent feasible, the CONTRACTOR agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the CONTRACTOR agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

## **Section 29**

### **Substance Abuse**

A. **Drug and Alcohol Testing.** If receiving FTA 5309 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and WSDOT to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to

submit annually the Management Information System (MIS) reports to WSDOT each year during the term identified in the caption space header above titled "the Term of Project."

**B. Drug-free Workplace.** To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 U.S.C. §§ 701 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 U.S.C. § 5331, as amended by MAP-21.

**C. Privacy Act.** The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this AGREEMENT.

**D. Non Compliance.** The CONTRACTOR agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar CONTRACTOR from receiving all or a portion of the Federal transit assistance it would otherwise receive.

### **Section 30**

#### **Federal "\$1 Coin" Requirements**

To the extent required by the Federal Government, the CONTRACTOR agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), so that the CONTRACTOR's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The CONTRACTOR also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

### **Section 31**

#### **Safe Operation of Motor Vehicles**

As applicable, CONTRACTOR is encouraged to comply with the following provisions::

A. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402 note. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.

B. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," and DOT Order 3902.10, "Text Messaging While Driving." CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. CONTRACTOR is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

### **Section 32**

#### **Freedom of Information Act**

CONTRACTOR understands and agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, applies to the information and documents, both paper and electronic, submitted to WSDOT, FTA and U.S. DOT. The CONTRACTOR should therefore be aware that all applications and materials submitted that are related to PROJECT will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

### **Section 33**

#### **Coordination of Special Needs Transportation**

It is the policy of WSDOT to actively support coordination of special needs transportation in the State. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

### **Section 34**

#### **Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such amendments shall not be binding or valid unless signed by the persons authorized to bind each of the PARTIES.

### **Section 35**

#### **Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT in writing of any change in conditions or law, or of any other event, including any current or prospective dispute, which may adversely affect WSDOT's interest in the Project or affect CONTRACTOR's ability to perform the Project in accordance with the provisions of this AGREEMENT.

### **Section 36**

#### **Universal Identifier**

CONTRACTOR shall, in accordance with 2 CFR Part 25, obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number as a universal identifier for Federal financial assistance recipients.

### **Section 37**

#### **Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Assistant Director or the Assistant Director's designee. This decision shall be final and conclusive unless within ten (10) days from the date of the CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by the WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Section 38**

#### **State and Local Law**

Except when a Federal statute or regulation pre-empts state and/or local law, regulation or ordinance, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law, regulation or ordinance. Thus if any provision or compliance with any provision of this AGREEMENT violate state or local law, regulation or ordinance, or would require the CONTRACTOR to violate state or local law, regulation or ordinance, the CONTRACTOR agrees to notify WSDOT immediately in writing.

Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

### **Section 39 Termination**

**A. Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, 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 other PARTY in accordance with 49 CFR Part 18 § 18.44 or 49 CFR Part 19 § 19.61, whichever is applicable. WSDOT and the CONTRACTOR 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, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made WSDOT may terminate the award in its entirety. WSDOT and/or the CONTRACTOR may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal funds;
3. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR;
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 financial assistance for the Project; or
6. The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR 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 or any part of the Project, 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 WSDOT to refund any or all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by WSDOT, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from WSDOT.
7. In the case of termination for convenience under subsections A.1 through A.5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

**B. Termination for Default.** WSDOT 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 CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to the AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.
3. Abuses or misuses the Project, including, but not limited to:

- a) Failure to maintain Project according to the applicable building code and/or manufacturer's standards;
  - b) Failure to repair damages or replace defective or broken parts in a timely manner;
  - c) Failure to take any action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
  - d) Failure to make reasonable and appropriate use of the Project or any portion thereof.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. 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. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

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

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

#### **Section 40**

##### **Forbearance by WSDOT Not a Waiver**

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

#### **Section 41**

##### **Lack of Waiver**

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

#### **Section 42**

##### **Limitation of Liability**

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers, and subcontractors arising out of, in connection with or incident to the negligent acts omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WSDOT, its

agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent CONTRACTOR for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of the AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

#### **Section 43 WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice of WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

#### **Section 44 Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The CONTRACTOR hereby accepts the issuing and service of process by registered mail at the mailing address shown in the caption space headers above of this AGREEMENT titled CONTRACTOR and Washington State Department of Transportation. The PARTIES agree that the laws of the state of Washington shall apply.

#### **Section 45 Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project, any portion thereof, or other property in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to it all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else is necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project or any portion thereof. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 46**  
**Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept WSDOT's grant and agrees to all of the terms and conditions thereof.

**Section 47**  
**Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by WSDOT. No agent or representative of WSDOT has authority to make, and WSDOT shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein or made by written amendment hereto.

**Section 48**  
**Severability**

If any covenant or provision of this AGREEMENT or any provision of any document incorporated by reference shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision of this AGREEMENT which can be given effect without such voided provision or covenant, and any portion thereof which in itself is valid if such remainder conforms to the terms and requirements of applicable law and to this end the provisions of this AGREEMENT are declared to be severable. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 49**  
**Section Headings**

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

**Section 50**  
**Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 51**  
**Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agencies or entities to the obligations set forth herein.

*This space left intentionally blank*



IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last written below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

By: D. Chantock for  
Brian Lagerberg, Director  
Public Transportation Division

Date: 2/22/14

CONTRACTOR

By: [Signature]  
Authorized Representative

Title: CITY MANAGER

Print Name: T.C. BROADNAX

Date: 2-2-2016

APPROVED AS TO FORM

By: Susan Cruise  
Assistant Attorney General

Date: November 25, 2015

**Exhibit I**  
**SCOPE OF PROJECT AND BUDGET**

**Funding by Project:**

**PROJECT A** – Tacoma Link Expansion – Phase 1 Theater District to MLK Jr Way/Division Avenue Station.

**Scope of Work:** To provide capital funding assistance to construct the Tacoma Link light-rail line extension from the existing Theater District Station to the Martin Luther King, Jr. Way/Division Avenue Station in the Stadium Business District, including three additional passenger rail stations providing access to three major hospitals and medical facilities along the new route.


<b>Funds</b>	<b>2015-2017 Current Funds</b>	<b>2017-2019 Projected Funds</b>	<b>Total Funds Awarded</b>
2015-2017 RMG Funds	\$ 2,500,000	\$ 0	\$2,500,000
2017-2019 Projected RMG Funds	\$ 0	\$ 2,500,000	\$2,500,000
Contractor's Funds (Minimum 20%)	\$42,460,639	\$42,460,639	\$84,921,278
<b>Total Project Funds</b>	<b>\$44,960,639</b>	<b>\$44,960,639</b>	<b>\$89,921,278</b>

***Budget:** 2017-2019 Projected RMG Funds are subject to appropriation and will not be available for reimbursement until 7/1/2017.*

See Attachment A, Regional Mobility Grant Project Application – Location and Description of Work for additional details.

**Attachment A**  
**to Exhibit I**  
**Project Application**  
**Location and Description of Work**

## Project Summary

<b>Lead Agency</b> City of Tacoma					
<b>Project Title</b> Tacoma Link Expansion (Phase 1-Theater District Station to MLK Jr. Way/Division Avenue Station)					
<b>Category</b>		<b>2 Yr.</b>	<b>4 Yr.</b>	<b>Grant request for 2015 - 2017</b>	<b>\$2,500,000</b>
CN	✓			<b>Grant request for 2017 - 2019</b>	<b>\$2,500,000</b>
OP				<b>Total grant request</b>	<b>\$5,000,000</b>
EV				<b>Federal Tax ID#</b>	<b>91-6001283</b>
TDM				<b>Legislative District(s)</b>	<b>27</b>
<b>Mailing address</b>				<b>Address to receive payments (if different)</b>	
Kurtis D. Kingsolver Public Works Director/City Engineer City of Tacoma 747 Market Street, Room 520, Tacoma, WA 98402				Kurtis D. Kingsolver Public Works Director/City Engineer City of Tacoma 747 Market Street, Room 520, Tacoma, WA 98402	
<b>Grant Administrator</b> Kurtis D. Kingsolver				<b>Billing Contact</b> Kurtis D. Kingsolver	
<b>Phone no.</b> 253-591-5269				<b>Phone no.</b> 253-591-5269	
<b>Email</b> KKingsol@ci.tacoma.wa.us				<b>Email</b> KKingsol@ci.tacoma.wa.us	
<b>Summarize the proposed project</b>					
<p>This project will complete Phase 1 of the Tacoma Link Expansion project. Phase 1 will expand Tacoma Link light rail from the existing Theater District Station in downtown Tacoma to MLK / Division Station in the Stadium Business District. This 1.3 mile expansion will include 3 new stations, connecting Tacoma's downtown with the Stadium Business District, Stadium High School, Tacoma General Hospital, Mary Bridge Children's Hospital and Group Health Medical Facility. Once complete, the Tacoma Link Expansion project will provide access to almost 30,000 jobs in this area with a total of 44,552 jobs forecast for 2030. The project also provides mobility to thousands of students at University of Washington-Tacoma and Stadium High School. Phase 1 is estimated to reduce 492,650 annual vehicle trips and 2.7 million VMT annually.</p>					
<b>Describe specific deliverables</b>					
Construct 1.3 miles of the Tacoma Link Expansion connecting downtown Tacoma to the Stadium District and 3 major hospitals and medical facilities. Regional Mobility grant funds will be used to construct the double-track rail extension and 3 additional stations needed for the project.					
<b>WSDOT Approved Vehicle Trips Reduced (VT)</b>			<b>WSDOT Approved Vehicle Miles Traveled Reduced (VMT)</b>		
<b>VT In Year 1</b>	457,840		<b>VMT In Year 1</b>	2,480,360	
<b>VT In Year 4</b>	492,650		<b>VMT In Year 4</b>	2,684,500	
<p>This application must be certified by someone authorized to sign contracts on behalf of your organization, such as the board chairperson, or chief executive officer. The grant applications must be signed below to be considered for grant funding.</p> <p>I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the project associated with this application.</p>					
X _____			Date _____		
Name and Title of Signatory					



**Describe the problem this project is designed to solve in relation to both the local public transportation system and the broader regional transportation system. Include the location and the specific congested corridor or situation.**

The City of Tacoma has a population of over 200,000 and is the second-largest city in the Puget Sound area and the third largest in Washington State. The City of Tacoma is Pierce County's seat. Downtown Tacoma currently has over 13,000 residents and 31,502 employees (PSRC). Downtown Tacoma is currently designated by the PSRC as one of its 27 Regional Growth Centers. These centers are expected to be the focus of the planned population and employment growth for the region between now and 2040. Downtown Tacoma population is forecast to triple to more than 47,000 people by 2040, with total employment forecasted to double to approximately 54,000 (PSRC)

The partnership between the City of Tacoma, Sound Transit and Pierce Transit to expand Tacoma Link has been intact since 2003 – when the original 1.6 mile Tacoma Link system began service. The existing Tacoma Link light rail system is located in Downtown Tacoma and has been operating since 2003. Tacoma Link currently serves 6 stations between the Theater District and Tacoma Dome Station. Trains run every 12 minutes during the day. In 2013, Tacoma Link carried approximately 3,400 people per day, for a total of approximately 1 million annual boardings. Tacoma Link also provides service to major events at the Tacoma Dome (with a capacity 23,000), as well as the Tacoma waterfront.

In early 2014, both the City Council of Tacoma and Sound Transit Board voted unanimously for the identified 2.4 mile Tacoma Link Expansion alignment that extended light rail an additional 2.4 miles, connecting the Theater District and Stadium and Hilltop business districts and Tacoma's "Medical Mile." This WSDOT Regional Mobility grant request, however, is phased in order to assist in the financing of the project.

This WSDOT Regional Mobility grant request (aka "Phase 1") will expand light rail from the existing Theater District Station to MLK / Division Station – an expansion of approximately 1.3 miles. Phase 1 of the Tacoma Link Expansion project will connect Tacoma's downtown with the Stadium Business District, Stadium High School, Tacoma General Hospital and Group Health Medical Facility.

Phase 1 of the Tacoma Link Expansion serves over 16,200 students, directly serving University of Washington-Tacoma and Stadium High School and with a short walk serves Bates Technical College and Evergreen State College-Tacoma. The project also serves Tacoma's "Medical Mile" including Tacoma General Hospital, Mary Bridge Children's Hospital, Group Health Medical Center. Health care facilities along the "Medical Mile" are some of the largest employers in the region. Over \$200 million has been invested in medical facilities and collectively the hospitals and clinics employ over 10,000 workers. Once complete, the Tacoma Link Expansion project will provide access to almost 30,000 jobs in this area with a total of 44,552 jobs forecast for 2030.

The Tacoma Link Expansion project will expand light rail by another 1.3 miles, reduce 492,650 vehicle trips and 2.7 million VMT annually. Tacoma Link Expansion service will also provide more frequent headways. Tacoma Link Expansion service is planned for every 10 minutes between 6:30 AM and 8:00 PM and 20 to 24 minutes from 5:00 to 8:30 AM and 8:00 to 10:00 PM with service provided about 17 hours per day.

This project improves mobility in downtown Tacoma and improves connections to the regional transit system. I-705 terminates just north of where the existing Tacoma Link light rail service ends. I-5 at the I-705 Interchange south of downtown is one of the most congested roadways in the state, with daily traffic of 200,000 vehicles. The intersection of SR 509 and I-705 is on WSDOT's "checkpoints and bottlenecks" list.

The project removes barriers to mobility. Very steep grades (15 to 25%) in downtown Tacoma are a barrier for people accessing downtown and the surrounding neighborhoods. This project will provide an important travel option between the downtown, the Stadium Business District and the north end of Tacoma's "Medical Mile" where several hospitals and medical facilities are located.

The TLE project is also a catalyst for transit-oriented economic development. Within a quarter mile of the alignment, 33% of parcels are underutilized and 14% are vacant. The City of Tacoma identified 13 economic development opportunities within a 5 minute walk of the corridor. The estimated value of the economic development is \$321 million.

The Tacoma Link Expansion serves under served communities, with limited transportation choices. Within one-quarter mile of the TLE alignment, the population is: 40% minority, 25% low-income and 30% households have no vehicle. Current transit service is fairly limited at various times of day and especially on nights and weekends. This project will improve the overall mobility of low-income and transit-dependent populations. The combination of expanded service and the increased operating frequency plays an important role in helping to meet the transit demand.

**List and Description of High-Trip Generators Served by Tacoma Link Expansion Phase 1**

- Broadway Center for the Performing Arts—This facility features two historic theaters and one new theater
- Stadium High School—This high school is on the National Register of Historic Places. More than 80 staff and 1,600 students attend the school
- Wright Park—Also on the National Register of Historic Places, Wright Park is Tacoma's 27-acre central urban park.
- MultiCare's Tacoma General Hospital and Mary Bridge Children's Hospital—These regional hospital facilities anchor the large complex of medical services at MLK and Division Ave (the north end of the "medical mile"). Nearly 1,200 physicians, nurses, and other professionals work at the hospitals.
- Group Health Tacoma Medical Center—regional medical center and anchor on the "medical mile." This facility serves 140,000 people each year.
- Stadium Business District—The Stadium Business District features 70 businesses. Most businesses in the district are small, independent shops
- Bates Technical College—This 2-year public technical college has more than 10,000 students enrolled.

The existing Tacoma Link line provides access to many other significant destinations within and around Downtown Tacoma:

- University of Washington—The Tacoma branch of UW serves 4,400 students in numerous undergraduate, graduate, and professional degree programs.
- Museum District—7 museums are served by Tacoma Link, including the WA State History Museum, Tacoma Art Museum and Museum of Glass
- Tacoma Convention Center—The convention center has more than 180,000 sq ft of space to host conventions of all kinds
- Tacoma Dome—The Tacoma Dome hosts numerous events throughout the year. The Tacoma Dome has a capacity of 23,000.
- Tacoma Link provides access to the Tacoma Dome Station, served by Sounder, Amtrak, ST Express, Pierce Transit and Intercity Transit buses



**Describe how the proposed grant project will address the above problem.**

The overall purpose of the TLE project is to improve mobility and access to the regional public transportation system for Tacoma residents, employees, and visitors by connecting the existing Tacoma Link system with Tacoma's major employment and activity centers as well as other destinations. The project will serve traditionally underserved populations in Tacoma and provide an economic benefit to the city as a cost-effective and environmentally sensitive investment. Specifically, the project will accomplish the following:

>Meet the rapidly growing connectivity needs of the corridor and the region's future residents and workers by increasing mobility, access, and transportation capacity to and from local and regional growth and activity centers in Tacoma and the rest of the region, as called for in the region's adopted plans, including the PSRC's VISION 2040 and Transportation 2040, the 2012 Countywide Planning Policies for Pierce County and related county and city comprehensive plans.

>Link downtown with Tacoma's local growth centers and encourage economic development within those areas. The City of Tacoma's Comprehensive Plan includes policies that specify the intention to locate major residential and employment growth in Mixed-Use and Manufacturing/Industrial Centers. Expanding Tacoma Link to these centers will encourage denser, more transit-oriented development and further concentrate higher-wage manufacturing and industrial jobs. This will provide greater opportunities to reduce the number of vehicle miles traveled as commute trips.

>Serve an increasing number of commute trips to the downtown core via transit. According to the PSRC's Regional Growth Centers Monitoring Report (2013), the downtown Tacoma core currently contains most of the jobs within the city and is projected to continue to do so into the future. Increasing numbers of commuters will need alternative ways to access those jobs.

>Reduce greenhouse gas emissions within the City of Tacoma. The city's Climate Action Plan calls for reducing greenhouse gas emissions to 40% below 1990 levels by the year 2020 and to 80% below 1990 levels by the year 2050. Transportation results in 53% of the greenhouse gas emissions in Tacoma. To reduce that percentage, the city has the goal of increasing the use of all public transportation modes.

>Support the land use planning goals of the North Downtown Subarea Plan and other local growth and employment centers. The city is currently undertaking a planning process for the North Downtown subarea designed to encourage transit-oriented, mixed-use development and economic revitalization in areas of Tacoma that are designated for future regional growth concentrations. Expanding Tacoma Link within this area will help to bring those goals to fruition.

>Support economic development in downtown Tacoma. The Downtown Tacoma Economic Development Strategy lists the existing Tacoma Link as a key asset within downtown. One of the city's primary goals for economic development is to stimulate investor interest in downtown. The expansion of Tacoma Link presents an opportunity to achieve the City's economic development goals.

>Improve public transportation service between neighborhood centers and downtown Tacoma and regional activity and employment centers accessible from the multimodal Tacoma Dome Station. The TLE project will serve neighborhoods that have a high economic development potential and are currently underserved with transit. The project will leverage the existing regional investment in Tacoma Link, Sound Transit's ST Express regional bus routes, and Sounder commuter rail, in addition to local and regional investments in the nonmotorized transportation system. The PSRC has designated the Downtown Tacoma Regional Growth Center as one of the focus points for future population and employment growth in the region. This vision anticipates transit and nonmotorized investments will be key to effectively moving the anticipated people and jobs around the region while minimizing greenhouse gas emissions and maintaining reasonable levels of traffic congestion.

**BENEFITS OF THE TACOMA LINK EXPANSION**

- This project will expand Tacoma Link by 1.3 miles (an 81% increase in the length of Tacoma's light rail system).
- The project serves a HUD Community Empowerment Zone that is ethnically and economically diverse. Based on 2010 Census information, areas west of downtown include 40% minority population, 25% low income, and 30% zero car households.
- The project reduces nearly 492,650 trips and 2.7 million VMT annually. Downtown Tacoma is located in a PM 2.5 nonattainment area, so reducing vehicle trips and VMT will improve air quality and reduce greenhouse gases.
- Light rail service is planned 17 hours per day, with 10 minute headways in the peak period - an improvement over current service.
- The project serves Tacoma's "Medical Mile" including Tacoma General Hospital, Mary Bridge Children's Hospital, Group Health Medical Center - significant employment centers.
- The project serves over 16,200 students, directly serving UW-Tacoma and Stadium High School and with a short walk the project serves Bates Technical College and Evergreen State College-Tacoma.
- The project is a catalyst for TOD. Within a quarter mile of the alignment, 33% of parcels are underutilized and 14% are vacant. The City of Tacoma identified 13 economic development opportunities within a 5 minute walk of the corridor. The estimated value of the economic development is \$321 million.
- The Tacoma Link Expansion overall is expected to increase ridership from 1 million to over 3 million per year.



1. Does the applicant currently have the funding necessary to complete the project, with the exception of these grant funds?

Yes  No

**If no, give a detailed explanation of when full funding will be available.**

The City of Tacoma and Sound Transit have a financial partnership. Sound Transit and the City of Tacoma have executed a term sheet in which the City agreed to a commitment of funds to help construct the project. In the Term Sheet, grants are the foundation of the City of Tacoma's contribution to the Tacoma Link Expansion project. This WSDOT Regional Mobility grant request, if successful, would be part of the City of Tacoma's contribution to the project. Sound Transit is highly supportive of the City's request for grant funding. See attached letter of support.

2. Design % complete

10%

3. Environmental permits applied for?

Yes  No

- Permit issued?

Yes  No

4. Does this project require NEPA/SEPA?

NA  Yes  No

- Documents submitted?

Yes  No

- Approval received?

Yes  No

- Is the project expected to receive a Categorical Exclusion (CE)

Yes  No

5. Executed Order 05-05, requires a review of all capital construction projects and land acquisitions. If your project requires excavation, then you must have a letter from the Department of Archeology and Historic Preservation (DAHP) stating your project will likely have no impact, or you must follow the requirements they put forth.

Does your project require excavation, or displacement of soil?

Yes  No

- If you answered yes, have you sent your project to DAHP for review?

NA  Yes  No

6. Does your project require the purchase of right of way?

Yes  No

- If you answered yes, what percentage of the right of way have you acquired?

0%

7. Have you advertised for bids?

Yes  No



**Readiness to Proceed**

8. Vendor/contractor selected? Yes  No
9. Construction % complete? 0%
10. Construction permits applied for? Yes  No
- Permit issued? Yes  No
11. MPO/RTPO Verification Yes  No
- If yes, cite project identification number RTA-81
  - Is the project in the applicants system or comprehensive plan? Yes  No
  - If yes, cite the document and page number ST 2, p.14
  - Is the project in the comprehensive plans, or in the 6-year Transit Development Plan? Yes  No
12. If the project will affect a transit agency, does your agency have written concurrence from the transit agency? NA  Yes  No
13. Transit agency applicants only. Does your agency have a process to allow a private bus company to use a park and ride lot you own or provide service to? A process is required if you want to receive grant funds. WSDOT will not review, comment, or score the transit agencies process. NA  Yes  No
14. For Operating projects (new or extended routes) is the planning process complete? NA  Yes  No
15. For Equipment procurement projects has the agency identified vehicle type, options, and available contracts to piggyback on? NA  Yes  No

**Additional Information**

The schedule provided is an "early start / early finish" schedule. By June of 2019, all requirements for a 4-year project will be met. Also, the following milestones will be complete:

- All ROW will be purchased.
- 1.3 miles of light rail track / fixed guideway will be constructed and the platforms for 3 stations
- The expansion of the Tacoma Link Operations and Maintenance Base will be 50% complete.
- The first new light rail vehicle will be delivered and begin qualification testing. Each car undergoes a 500-mile "burn in" period, which is designed to test the LRV's safety and functionality.



**Construction Projects**

For 2-year projects, all of these milestones must occur before June 30, 2017.

For 4-year projects the following milestones must occur before June 30, 2017:

- Design 90% complete
- Complete environmental documentation
- Set contract ad date
- Set construction start date and project completion date

<b>Construction Project Milestones (Critical path milestones are in Bold)</b>	<b>Past or planned completion dates (mm/yy)</b>
Design 10% complete	09/14
Design 30% complete	09/15
Design 60% complete	06/16
Design 90% complete	06/17
Complete environmental documentation	02/15
Executive Order 05-05 compliance	02/15
Obtain required permits	10/17
Land acquired/right of way certification	06/16
Utilities	10/18
Ad date	06/17
Bid date	08/17
Award date	10/17
Construction start date	11/17
Construction 25% complete	09/18
Construction 50% complete	06/19
Construction 75% complete	03/20
Operationally complete	12/20
Performance Management Plan (PMP) approved by WSDOT	
Fully complete	07/21
Site inspection visit by WSDOT	08/21



**Equipment/Vehicle Project**

For 2-year projects, all of these milestones must occur before June 30, 2017.

For 4-year projects the following milestones must occur before June 30, 2017:

- Development/approval of final specifications
- Place order
- Set delivery date

<b>Equipment/Vehicle Purchase Milestones (Critical path milestones are in Bold)</b>	<b>Past or planned completion dates (mm/yy)</b>
RFP of IFB publish date	
Contract award	
Set delivery date	
First vehicle accepted	
First vehicle service start date	
All vehicles accepted	
All new vehicles in service	
Service inspection visit by WSDOT	
Performance Management Plan (PMP) approved by WSDOT	

**Operating Projects**

For all operating projects the new service must start before October 1, 2016.

<b>Operating Project Milestones (Critical path milestones are in Bold)</b>	<b>Past or planned completion dates (mm/yy)</b>
Service plan completed	
Start date established	
Service start date	
Service inspection visit by WSDOT	
Performance Measurement Plan (PMP) approved by WSDOT	



<p><b>Identified Bottleneck or Chokepoint</b>                  Bottleneck or chokepoint number from map #83                  Bottleneck of Chokepoint location is not on map</p>	<p><b>Level of Service</b>                  The current level of service through the corridor is:                  ADT of @ 200,000                  Comment:</p>
<p><b>Describe the congestion problems your proposal addresses.</b> The explanation should relate the project to both the public transportation system and the broader regional transportation system and should clearly demonstrate the connection between the problem and your proposal.</p> <p>I-705 terminates just north of where the existing Tacoma Link light rail service ends. I-5 at the I-705 interchange south of downtown (near the Tacoma Dome Station) is one of the most congested roadways in the state, with daily traffic of 200,000 vehicles. The intersection of SR 509 and I-705 is on WSDOT's "checkpoints and bottlenecks" list.</p> <p>This project improves mobility in downtown Tacoma and improves connections to the regional transit system. The Tacoma Link Expansion project provides access to/from Downtown Tacoma, the largest employment center in the South Puget Sound region. The project serves multiple employment centers, providing a connection from Tacoma Dome Station (and over 2,000 P&amp;R stalls) to downtown Tacoma, Tacoma General Hospital and Mary Bridge Children's Hospital, Stadium Business District, Group Health Tacoma Medical Center. Currently, the Tacoma Link Expansion corridor / area population is 17,449 persons, and there are 28,073 jobs.</p> <p>Population within 0.5 mile of the Tacoma Link Expansion corridor is forecast to increase to more than 47,000 people by 2035 with total employment forecast to double to approximately 54,000. With this level of population and employment growth, the area will likely face increasing levels of traffic congestion. As a result of both regional and local policy, most of the forecasted population and employment growth is expected to be accommodated by increases in transit nonmotorized modes. Of the total 7,100 daily trips projected on Tacoma Link Expansion, 3,700 trips (52%) are from "new transit riders."</p> <p>The Tacoma Link Expansion project will provide transit service every 10 minutes from 6:30am to 8:30pm; every 20 minutes between 5:30am to 6:30am and between 8:30pm and 10:00pm every weekday. It will also provide frequent transit service on weekends when the existing transit service is significantly reduced. This increased service level will make transit a competitive mode for a variety of trips throughout the day.</p> <p>Forecast results show over 52% of the Tacoma Link Expansion riders will be new transit riders - people who are currently driving. The fairly large share of new transit users indicates how underserved the populations around the project corridor are with the existing transit service. Adding frequent all-day transit service will result in significant ridership gains and provide congestion relief in the downtown Tacoma area.</p>	

Describe the system integration problems your proposal addresses. For example, indicate how your proposal:

- improves multimodal connections and service
- establishes or improves connections between counties or urban centers
- exemplifies coordination among jurisdictions and/or
- improves the use of demand management strategies to leverage existing services and programs, including Growth and Transportation Efficiency Center programs
- Limit your response to two pages

#### **MULTIMODAL CONNECTIONS**

Tacoma Link Expansion directly connects with and serves multiple transportation modes including:

- **Light Rail:** Tacoma Link light rail service is currently 7 days a week, with 12 minute peak headways. The Tacoma Link Expansion will increase service to 10-minute peak headways. Light rail service will be provided 17 hours a day.
- **Local Bus Connections:** Tacoma Link stations include connections to Pierce Transit. The Commerce Street Transit Center (located between S 9th and N 11th Streets) is served by Light rail, Pierce Transit and ST Express buses. Pierce Transit is also integrating local bus service with Tacoma Link Expansion.
- **Express Bus Routes 590 (Seattle-Tacoma) and 594 (Lakewood-Tacoma-Seattle)** make stops in downtown Tacoma and connect with Tacoma Link at Commerce Street, Tacoma Convention Center Station, UW-Tacoma and at the Tacoma Dome Station. Intercity Transit provides bus service from the Tacoma Dome to Olympia.
- **Pedestrian:** The project connects to the Thea Foss Waterway / Esplanade, Spanish Steps and the Prairie Line Trail and other local and regional pedestrian and bicycle connections.
- **Bicycle:** Tacoma's Mobility Master Plan identifies Broadway, Market, J St, N Yakima Ave and Court D as bicycle boulevards and lists St. Helens for a bike lane. The Mobility Master Plan also identifies an off-street trail (the "Bayside Trails") to the east of Stadium Way in this area. Stadium Way and N 1st Street have bike lanes. Tacoma Link welcomes bicycles on vehicles and the project has multiple connections to bike lanes, bicycle boulevards and bike/pedestrian trails.
- The Tacoma Dome Station is also located within the project corridor, serving Sounder commuter rail, Tacoma Link light rail, and Greyhound, local, and express bus services. Ridership levels at the Tacoma Dome Station are well over three million per year. The Tacoma Dome Station also includes a 2,283-stall parking facility; as such, it is one of the largest P&R facilities in Puget Sound. Many riders park here and use Tacoma Link to access downtown. With the Tacoma Link Expansion, additional access to the four major medical facilities will be provided.

The Tacoma Link Expansion project will connect the anticipated 47,000 people and 54,000 employees in the project corridor to services in Downtown Tacoma and to regional transit options at the Tacoma Dome Station. Sound Transit's ST Express bus service is offered 7 days a week, providing regional service to Sea-Tac Airport, University of Washington (Seattle), downtown Seattle, Tacoma Dome Station, and the City of Lakewood. ST Express buses serving Tacoma Dome Station operate every 5 minutes in the weekday peak period, with service starting at 4:10am and ending at 7:48pm. On weekends service is provided from 5am to 1am. ST Express bus service serving Tacoma had more than 2.4 million annual boardings in 2013.

**Service Integration -** To provide a seamless, complimentary transit network, a Bus Integration Plan was developed to coordinate bus service with the proposed Tacoma Link Expansion. Pierce Transit and Sound Transit identified a conceptual transit bus service plan that includes rerouting transit service and truncating service to better provide transit connections in the project corridor. As mentioned earlier, the population that lives in the neighborhoods west of downtown that will be served by the Tacoma Link Expansion have a larger proportion of transit-dependent people than other parts of the region. Transit service for these users of the regional system is fairly limited at various times of day and especially on nights and weekends. The Tacoma Link Expansion project will improve the overall mobility of low-income and transit-dependent populations in Tacoma. The combination of expanded service by Tacoma Link, modifications to supporting transit system, and the increased operating frequency of the proposed high-capacity transit service plays an important role in helping to meet the transit demand that the area's existing and planned land uses will place on the transit system.

#### **CONNECTIONS BETWEEN COUNTIES AND URBAN CENTERS**

The purpose of the Tacoma Link Expansion project is to improve connections between urban centers and increase access to the regional transportation system for Tacoma residents, employees, and visitors by connecting the existing Tacoma Link system with Tacoma's major activity centers. The project is located in the Downtown Tacoma Regional Growth Center and serves the South Downtown Sub-Area and North Downtown Sub-Area. The project also provides access to the regional transportation system. With the Tacoma Link Expansion, people can park at the Tacoma Dome P&R and then use light rail to access employment at the hospitals located at MLK/Division Station. Also, people living on MLK or the Stadium District or downtown Tacoma could take light rail to the Tacoma Dome Station to access ST Express and Sounder service to Seattle. Expanding Tacoma Link will support development and increase density, reducing need for auto travel, while providing new opportunities for affordable housing development. The City of Tacoma has been planning for additional housing, economic development through its sub-area/center plans, part of the Tacoma Comprehensive Plan. Tacoma Link Expansion is listed as a high priority project that would improve connectivity and promote economic development. (South Downtown Subarea Plan, page 181).

#### **SUPPORTING TDM, CTR and GTEC PROGRAMS**

The City of Tacoma's GTEC program has been designed to enhance the required CTR program. Tacoma's GTEC program expands the CTR program by adding additional employers and residents that are not currently affected by the CTR law. The goal of the Tacoma GTEC program is to reduce drive alone trips by 10% and VMT from the base year. In the GTEC program, the City proposes to target 1) the UW-Tacoma Campus, 2) employers that are not required to have a CTR program and 3) residential buildings to decrease drive alone trips and VMT through marketing, promotions, services and parking management. The proposed target populations are all served by the Tacoma Link Expansion project.



#### COORDINATION AMONG JURISDICTIONS and PARTNERSHIPS

The City of Tacoma, Sound Transit and Pierce Transit have developed a partnership to accomplish the shared goal of expanding Tacoma Link. Under the arrangement: The City of Tacoma has community expertise and capacity to review and make recommendations based on Tacoma's economic development, transportation and community goals. The City of Tacoma has the authority to review the analysis, make recommendations, and have the responsibility of coming up with additional capital funding. Sound Transit has technical expertise to manage the project and design, construct and operate Tacoma Link. The project was approved by voters in the 2008 ST 2 plan. Pierce Transit has service integration planning expertise to integrate the light rail expansion with local bus feeder service. Pierce Transit has crafted a new long range plan that reflect Tacoma Link investments.

The partnership between the City of Tacoma, Sound Transit and Pierce Transit to expand Tacoma Link has been intact since 2003 – when the original 1.6 mile Tacoma Link system began service.

- From 2003-2005, the early stages of ST2 planning generated ideas by cities and citizens for projects Expanding Tacoma Link.
- In 2005, Issue Papers were developed to examine Tacoma Link expansion. The Sound Transit Long-Range Plan was updated to include rail extension through Tacoma.
- In 2007, Tacoma Link Expansion was included on the ST 2 project list as a partnership project.
- In 2007, the City of Tacoma established a Streetcar Advisory Committee. The Committee examined feasibility, conceptual alignments and costs of establishing a city-wide streetcar system. The Committee considered historical streetcar routes, existing and future land uses and local/regional transit system.
- The City of Tacoma and Sound Transit created a Technical Advisory Committee and Stakeholders Group in 2010 to develop the alternatives to be considered for the Tacoma Link Expansion.
- In August 2014, the City of Tacoma and Sound Transit signed a Term Sheet that identifies a framework and principles for a future agreement that identifies City and Sound Transit commitments to the project.

The Tacoma Link Expansion project is included in or consistent with the following local and regional plans:

- The City of Tacoma's Comprehensive Plan
- The Downtown Element, pages DT-3, DT-33, DT-34, DT-35, DT-99,
- The Growth Strategy and Development Concept Element, page GD-4 states "Support of the high-capacity transit system, including light rail and commuter rail, will be a top priority of the City"
- The Transportation Element, pages T-6, T-16, T-18, T-23, T-39, T-43, T-47, T-62
- South Downtown Sub Area Plan (pages 58 and 181)
- North Downtown Sub-Area Plan - The TLE project is a key part of the Mobility chapter of the North Downtown Subarea Plan)
- Draft Hilltop Subarea Plan (pages 92-95)
- The Tacoma Dome Area Plan
- The Neighborhood Element
- Tacoma's Economic Development Plan, page 36
- The project was included in the Sound Transit 2 voter-approved plan, Appendix A on page A-15
- The project is specifically included in the PSRC's Destination 2040, the regional transportation plan.
- Downtown Tacoma is a designated Regional Growth Center per PSRC's VISION 2040 and Destination 2040 plans

#### Private Promotion of Tacoma Link

Tacoma Link is highly supported by downtown business. Although not specifically ear-marked for transit-oriented plans, the Downtown Business Improvement Area (BIA) is an 84-block district of Downtown Tacoma that provides maintenance, security, and streetscape improvements to supplement publically financed street sweeping and police services. The activities of the BIA are supported entirely by rate-paying property owners who collectively elect to pay an annual fee. The organization is specifically dedicated to promoting the general success of the Tacoma Link system, and its activities further the broader community goal of fostering growth in downtown's Regional Growth Center. In 2014, the BIA voted an additional assessment to help "keep Link free" by subsidizing planned new \$1 fares. The 2012-13 total budget for the BIA was \$844,000.

#### EXTENSIVE PUBLIC OUTREACH

During the alternatives evaluation, the Tacoma and Sound Transit reached out to the community in the following ways: postcard mailing to 54,000 community members, Web and print advertisements, social media, project Website, announcements, emails to listserv, media advisory, and announcement to social service providers and EJ organizations, including the following: Metro Parks, Catholic Community Services, Tacoma Association of Individuals with Disabilities, Tacoma School District, UW-Tacoma, Diversity Resource Center, Tacoma Community College, Tacoma Rescue Mission, Tacoma Slavic Christian Association, Urban League, Korean Women's Association, Asian Pacific Cultural Center, Franciscan Hospital, Tacoma General-MultiCare, Tacoma Library, Tacoma-Pierce Co. Public Health, Cross Cultural Collaborative, Tacoma Housing Authority, Centro Latino, MoLE, Hilltop Business District, Black Collective, Tacoma Community Council, and Hillside Development Group.

Outreach on the alternatives analysis, alignment and stations included: mailings to more than 11,000 addresses; more than 1250 public comments; online and print advertisements in more than 9 media outlets; 8 fairs, festivals, and markets; 18 open houses; business district and neighborhood council briefings; more than 70 media articles or posts; stakeholder group discussions; outreach to more than 22 social service providers that represent low-income, underserved, minority and non-English speaking populations; live televised public discussion at City Council meetings; public discussion at Sound Transit Board meetings; online surveys; ; Listserv notifications; 100 posters distributed at Hilltop businesses and Stadium multifamily residences; more than 11 community briefings; Briefed Planning and Transportation Commissions; briefings to City Council Committee- Infrastructure, Planning, and Sustainability Committee and door-to-door outreach at more than 100 residential buildings and businesses along the alignment.

Project Activity	Funding Sources and Amounts						Useful Life
	Total Project Funds	Regional Mobility Grant Funds	Other State Funds	Local Funds	Federal Funds	Other Funds	
Overhead, salaries, benefits	\$0						
PE/Design	\$16,108,964			\$12,436,683	\$3,672,281		
Park and Ride Surface Lot	\$0						25
Park and ride Parking Structure	\$0						50
Transit Center	\$0						25
Transit Only, HOV, and BAT Lanes	\$0						20
Bus Bulbs and Sidewalks	\$0						20
Pedestrian/Bicycle Trail Connections	\$0						25
Bus Shelters	\$0						15
Transit Signal Priority	\$0						15
Security Systems	\$0						10
Passenger/Bicycle Amenities	\$0						7
Transportation Demand Management	\$0						1.5 X length of grant
New Bus Route, Extending, Increased Frequency	\$0						Length of grant
Promotion Outreach/Advertising	\$0						1.5 X length of grant
Street/Train Car Rolling Stock	\$15,490,405			\$9,490,405	\$6,000,000		30
Fixed Guidway	\$55,602,150	\$5,000,000		\$50,602,150			30
Cutaway Bus Van Chassis	\$0						5
Cutaway Bus Truck Chassis	\$0						7
Rolling Stock Buses	\$0						12
Land Acquisition Purchase	\$2,719,760			\$792,098	\$1,927,662		
Land Acquisition Lease	\$0						
Other							
1	\$0						
2	\$0						
3	\$0						
<b>Total Project Cost</b>	<b>\$89,921,278</b>	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$73,321,335</b>	<b>\$11,599,943</b>	<b>\$0</b>	
<b>% of RMG Contribution to Overall Project Cost not exceed 80%</b>		<b>5.6%</b>					

Comments, or provide an explanation why your project doesn't fit into any of the above categories.

Notes: The \$89.9m total budget for Phase 1 is based on conceptual design estimates. For this application, costs for Phase 1 were estimated to be proportionate to the entire 2.4 mile Tacoma Link Expansion. (Phase 1 is 1.3 miles long, which is approximately 54% of the 2.4 mile expansion) This cost estimate is 54% of the total cost estimate and includes contingency funds.

The design life of Tacoma Link includes the following: 50 years for fixed facilities, 30 years for fixed systems (that include vehicles), 100 years for structures, and 150 years for seismic event.



1. Has your agency adopted policies to reduce Greenhouse Gas Emissions?

Yes  No

2. Please describe specific goals and objectives of your agency's Greenhouse Gas Emission Reduction Policy, and describe what components it includes, and how it is implemented.

Tacoma Link Expansion is consistent with Tacoma's Climate Action Plan. Tacoma's Climate Action Plan calls for a reduction in greenhouse gas emissions to 40% below 1990 levels by the year 2020, and a reduction in greenhouse gas emissions to 80% below 1990 levels by the year 2050. Transportation results in 53% of the greenhouse gas emissions within the City of Tacoma. To reduce that, the City has the goal of increasing the use of all public transportation modes.

Sound Transit has an adopted GHG reduction policy, consistent with RCW 70.235. Executive Order #1 and ST Resolution 2007-12 direct the agency to explore ways to reduce GHG emissions. Sound Transit maintains an internationally certified (ISO 14001) Environmental and Sustainability Management System to be accountable for controlling any environmental impacts, maintaining environmental compliance and demonstrating improvements in performance. In 2013, ST saw 3-4% reductions in energy use and greenhouse gas emissions per boarding. Tacoma Link is incorporated into ST's Sustainability Plan and annual sustainability targets.

3. RCW 70.235.070 requires project "consistency" with the state Greenhouse Gas emission limits, and Vehicle Mile Traveled reduction benchmarks found in RCW 47.01.440. Please describe how your proposed project is consistent with RCW 70.235.070.

This project is consistent with statewide goals to reduce annual per capita vehicle miles traveled by 2050. One of the goals in the Tacoma Link Expansion Corridors Evaluation Summary was to "Ensure that the project is environmentally sensitive and sustainable." The TLE supports this goal by reducing trips and VMT as people decide to take transit instead of driving. This project is projected to reduce 492,650 vehicle trips and 2.7 million VMT by 2024.

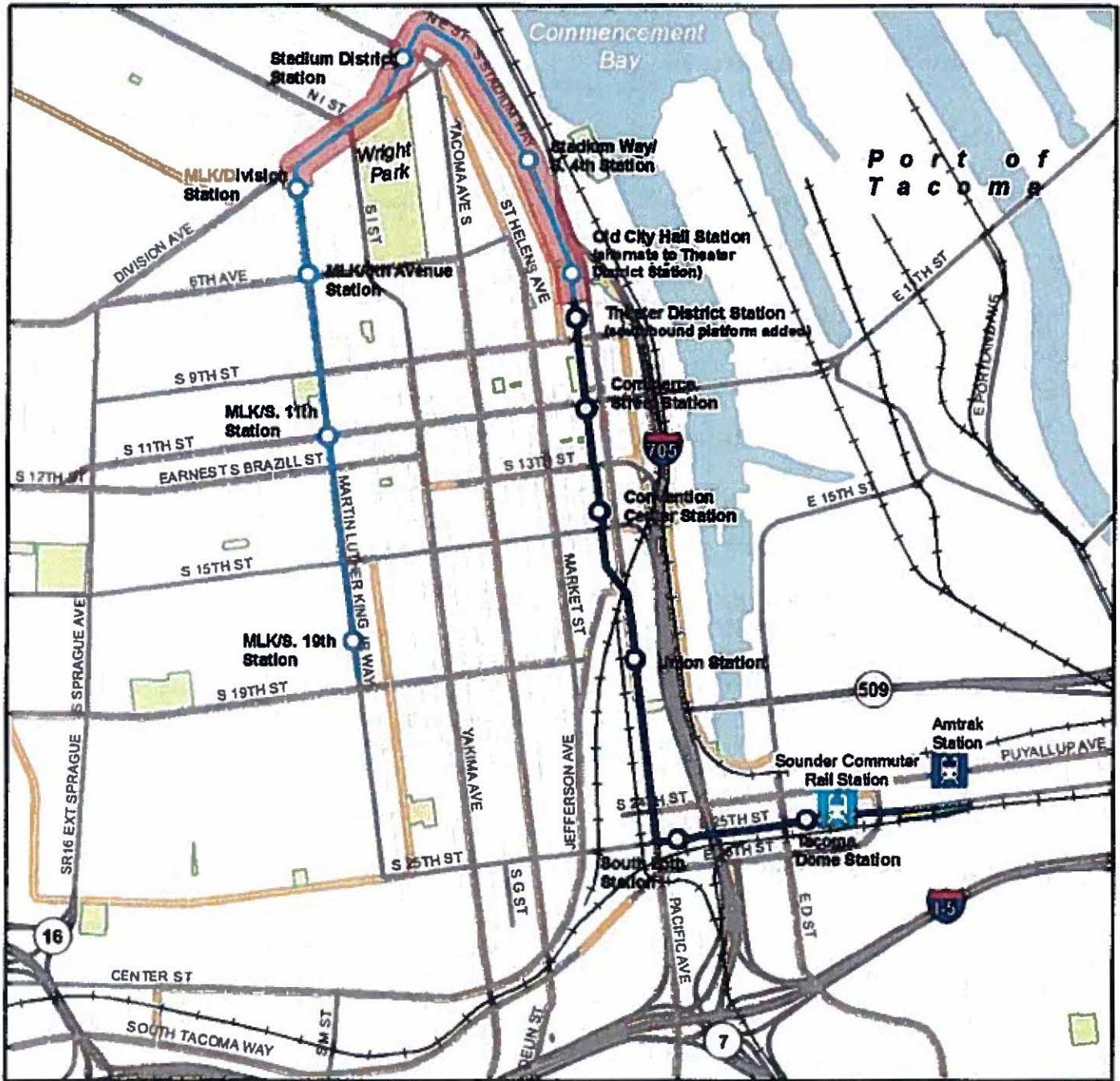
Sound Transit light rail operates on clean electricity sourced from more than 85% non-carbon generating sources, such as hydropower (nationwide only 9% of electricity consumed is from non-carbon generating sources). This use of clean sources further cuts down on greenhouse gas emissions.

The existing Tacoma Link O&M Facility has qualified for state stormwater "Conditional No Exposure" status for performing all industrial activity inside and maintained "Conditionally Exempt Small Quantity Generator" status for dangerous waste generation due to extremely low waste generation. These two statuses are quite rare for industrial facilities to achieve.

# TACOMA LINK EXPANSION PHASE 1

PROJECT MAP

TACOMA, WA



## Legend

- Proposed Stations
- Existing Stations
- Existing Alignment
- Proposed Alignment
- Existing Operations and Maintenance Facility Site
- Proposed Operations and Maintenance Facility Expansion Site



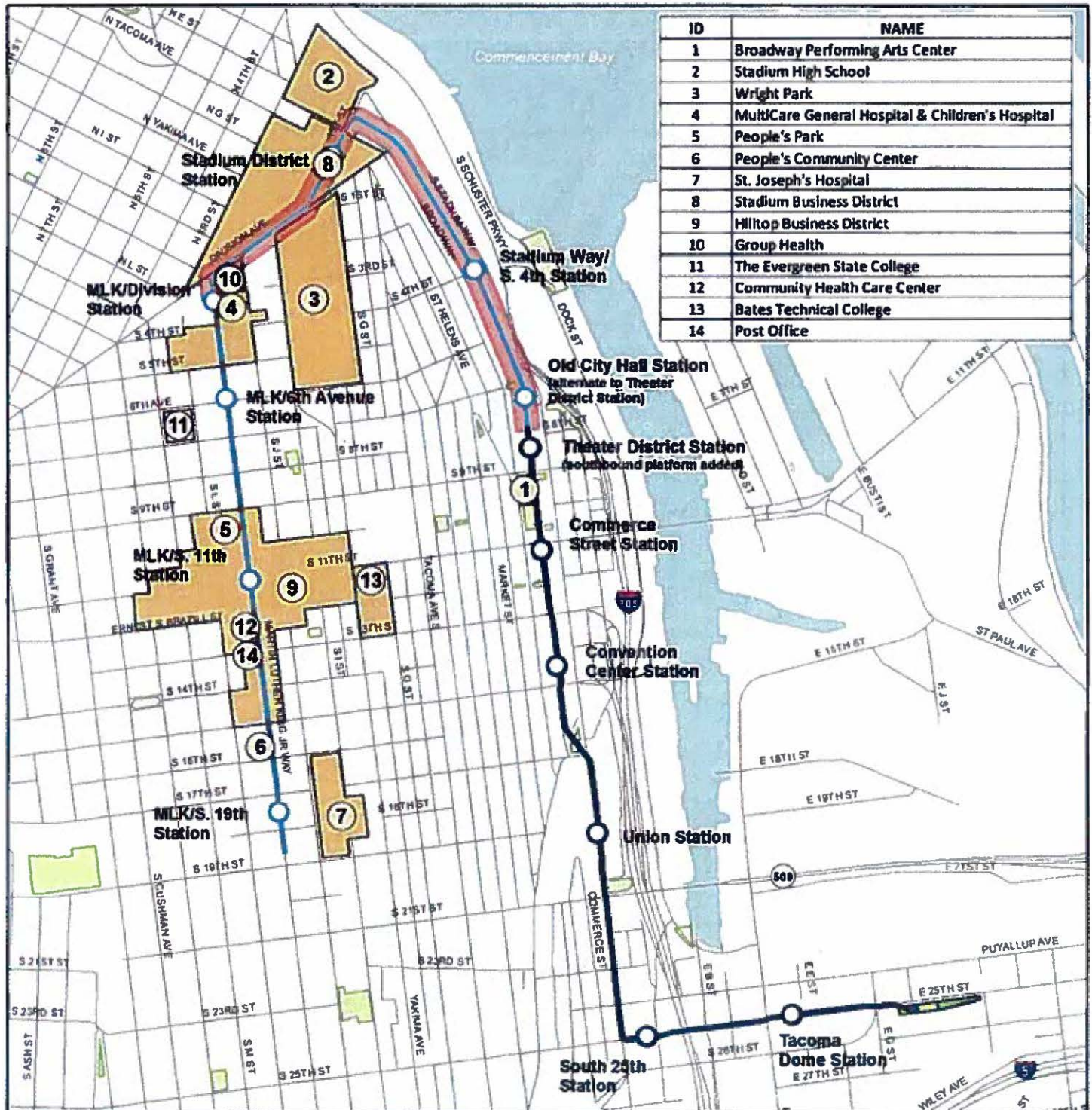
- Phase 1 Tacoma Link Expansion
- +— Rail Line
- Existing Bus Route
- Park

Date: 10/1/2014



# TACOMA LINK EXPANSION PHASE 1

## MAJOR TRIP GENERATORS



### LEGEND

- Proposed Stations
- Existing Stations
- Existing Alignment
- Proposed Alignment
- Phase 1 Tacoma Link Expansion
- Major Destinations
- Existing Operations and Maintenance Facility
- Proposed Operations and Maintenance Facility Expansion Site
- Parks

0 0.125 0.25 0.5 Miles



Locations and Estimated Sizes of Downtown Tacoma's Largest Employers



Top 25 Downtown Tacoma Employers

Establishment	Estimated Employment Downtown
MultiCare Tacoma General Hospital	5,000
Mary Bridge Children's Hospital	3,000
St Joseph Medical Center	1,642
County of Pierce (excl. court, jail)	1,640
Pierce County Superior Court	1,586
State Farm Insurance	1,300
Regence Blue Shield	598
City of Tacoma (general govt.)	500
Tacoma Fire Department	400
Pierce County Jail	368
Dcfs Region 5 Central Office	350
University of Washington - Tacoma	314
Bny Mellon Performance & Risk Analytics, Inc.	310
Foster Care Licensing	301
Library	300
MultiCare Health System	295
Corinthian Colleges, Inc.	293
Sheriff's Office	279
Globe Machine Manufacturing Company	200
Qwest	197
Stadium High School	180
Hotel Murano	180
Columbia Bank	150
Franciscan Medical Group	130

**From:** Kelly McGourty  
**To:** Overby, Monica; Kimberly Scrivner  
**Subject:** RE: MPO Consistency Review for ST's WSDOT Regional Mobility Grant Applications  
**Date:** Monday, September 29, 2014 12:15:01 PM

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Monica –

The following is the MTP Consistency information for the three projects referenced.

**Project 1, High Capacity Double Decker Bus Replacement Project** This project is consistent with the region's long-range metropolitan transportation plan, Transportation 2040. If funding is awarded, PSRC will expedite processing of the funds into the State Transportation Improvement Program.

**Project 2, Sumner Station Access Improvements** This regional capacity project is identified in the region's long-range metropolitan transportation plan, Transportation 2040. If funding is awarded, PSRC will expedite processing of the funds into the State Transportation Improvement Program.

**Project 3, Tacoma Link Expansion.** This regional capacity project is identified in the region's long-range metropolitan transportation plan, Transportation 2040. If funding is awarded, PSRC will expedite processing of the funds into the State Transportation Improvement Program.

Please let me know if you need any other information – Kelly

Kelly McGourty  
Program Manager  
Puget Sound Regional Council  
1011 Western Ave., Suite 500  
Seattle, WA 98104-1035  
Ph (206)971-3601  
Fax (206)587-4825

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**From:** Overby, Monica [mailto:monica.overby@soundtransit.org]  
**Sent:** Wednesday, September 24, 2014 9:47 AM  
**To:** Kimberly Scrivner; Kelly McGourty  
**Subject:** MPO Consistency Review for ST's WSDOT Regional Mobility Grant Applications

Hi Kim and/or Kelly,

As you may have seen, the WSDOT Regional Mobility Grant Program requires applicants to seek an MPO consistency review to ensure that projects submitted to the program are consistent with Transportation 2040. Below (also attached) are Sound Transit's three projects that will be submitted to the 2015-2017 Regional Mobility Grant program and details about how these projects are consistent with and included in T 2040.

Please confirm, by responding to this email, that these projects are in fact consistent with T2040. A response by Oct 1 would be much appreciated! If you have any questions, please let me know.

Thank you very much!

**Monica Overby**  
Grants Administrator  
Sound Transit  
401 S Jackson St | Seattle, WA 98104  
206-689-4979  
[monica.overby@soundtransit.org](mailto:monica.overby@soundtransit.org)

## Overby, Monica

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**From:** Peter Stackpole <pstackpole@piercetransit.org>  
**Sent:** Thursday, September 25, 2014 1:27 PM  
**To:** Barb Hunter; Overby, Monica  
**Cc:** Peterson, Jay  
**Subject:** RE: Transit Agency Verification for ST's RGMP projects

Hi Monica,

Additionally, ST might want to reference the new (latest) TDP instead, that language is the same as the previous version. It was just adopted by our Board on 9/8.

Pierce Transit Development Plan 2014–2019 – “Pierce Transit will continue and expand a growing number of cooperative projects involving local communities, Pierce County, King County Metro, Sound Transit, and WSDOT. This includes neighborhood development and planning efforts, regional fare coordination, Sounder feeder transit services, express bus service coordination, and high occupancy vehicle access projects • Pierce Transit will continue to work with local jurisdictions to implement transit supportive improvements This project is also consistent with and will be coordinated with Pierce Transit service plans.

Thanks,  
Peter

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**From:** Barb Hunter  
**Sent:** Thursday, September 25, 2014 12:42 PM  
**To:** 'Overby, Monica'  
**Cc:** Peter Stackpole; Jay Peterson  
**Subject:** RE: Transit Agency Verification for ST's RGMP projects

Hi Monica,

I discussed Sound Transit's proposed projects with Peter Stackpole in Service Planning this morning, and we concur that they are consistent with Pierce Transit's plans and policies.

Thank you and good luck!

*Barb Hunter*  
Pierce Transit | Grants Administrator | 253.984.8200 | <mailto:blhunter@piercetransit.org>

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**From:** Overby, Monica [<mailto:monica.overby@soundtransit.org>]  
**Sent:** Wednesday, September 24, 2014 9:25 AM  
**To:** Barb Hunter  
**Subject:** RE: Transit Agency Verification for ST's RGMP projects

Great thank you!!

That said, Sound Transit would like Pierce Transit to concur with the following project submittals (details below) to the 2015-2017 Regional Mobility Grant Program. A response to this email by Oct 1<sup>st</sup> is much appreciated!!  
Thank you!



September 30, 2014

The Honorable Mayor Strickland  
Mayor's Office  
Tacoma Municipal Building  
747 Market Street  
12th Floor  
Tacoma, WA 98402

Dear Mayor Strickland:

**Re: Letter of Support and Commitment of Matching Funds for the City of Tacoma's Regional Mobility Grant Application for the Tacoma Link Expansion (Phase 1- Theater District Station to MLK/Division Station)**

Sound Transit is pleased to support the City of Tacoma's Regional Mobility Grant application requesting funds for the Tacoma Link Expansion project. As part of the Sound Transit 2 package, voters approved the Tacoma Link Expansion project, which includes a portion of the funding for a partnership to expand Tacoma Link. The City of Tacoma is partnering with Sound Transit to extend Tacoma Link and is seeking the Regional Mobility grant as a portion of the City's contribution.

The Tacoma Link Expansion project will extend light rail an additional 2.4 miles in downtown Tacoma. The project connects the Central Business District to the Stadium and Hilltop business districts and Tacoma's "Medical Mile" which includes four major hospitals/medical centers. The project also serves over 16,200 students at University of Washington-Tacoma, Stadium and School of the Arts High Schools, Bates Technical College and Evergreen State College-Tacoma. The existing Tacoma Link system is 1.6 miles and has an annual ridership of 1 million. The Tacoma Link Expansion project will expand light rail by another 2.4 miles and increase ridership by another 2.5 million. When completed, the Tacoma Link system will be 4 miles in length and have an estimated annual ridership of 3.5 million.

Both the City Council of Tacoma and Sound Transit Board voted unanimously for the identified 2.4 mile Tacoma Link Expansion alignment. This WSDOT Regional Mobility grant request, however, is phased in order to assist in the financing of the project. This WSDOT Regional Mobility grant request (aka "Phase 1") will expand light rail from the existing Theater District Station to MLK/Division Station – an

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*King County Councilmember*

**CHIEF EXECUTIVE OFFICER**

**Joni Earl**

October 3, 2014

Kurtis D. Kingsolver  
Public Works Director/City Engineer  
City of Tacoma  
747 Market Street, Room 520  
Tacoma, WA 98402

Re: Letter of Support for Tacoma's Regional Mobility Grant Application for the Tacoma Link Expansion Phase 1 Project

Dear Mr. Kingsolver:

I am writing to you to express Pierce Transit's support for the City of Tacoma's application for a 2015-2017 Regional Mobility Grant Program for the Tacoma Link Expansion Phase 1 project to expand Tacoma Link light rail in downtown Tacoma, Washington.

Today, the 1.6-mile light rail line serves six stations and provides a million rides each year; connecting riders to jobs, educational opportunities at the University of Washington Tacoma campus, restaurants, and shopping in downtown Tacoma and to regional transit opportunities at Tacoma Dome Station.

The Tacoma Link Expansion will extend Tacoma Link approximately 1.3 miles connecting downtown with Tacoma's densest residential neighborhood in the Stadium District; largest employers, MultiCare and Franciscan Hospitals along Martin Luther King, Jr. Way and one of the city's most diverse and historically underserved districts, the Hilltop. This extension will be an economic development generator for the city.

This project is consistent with Pierce Transit's Six-year Transportation Development Plan (TDP), Section 6: Proposed Action Strategies, 2014-2019 supports a cooperative projects involving local communities and other transit agencies including Sound Transit. Moreover the TDP specifically sites joint efforts such as rail feeder services, Tacoma Link light rail transit expansion and high occupancy vehicle access projects. This project will assist Pierce Transit in re-allocating service hours to other parts of the system allowing for higher operating efficiency helping it achieve a goal within its Strategic Plan of financial stability and increased ridership and safety.

Currently, Pierce Transit has nine transit routes serving along the planned route that will provide easy transfer to the expansion alignment. Moreover, an additional eighteen routes have connections to the existing alignment and provide easy access to regional / interstate transit services allowing for a more walkable, livable and multimodal community.

expansion of approximately 1.3 miles. Phase 1 of the Tacoma Link Expansion project will connect Tacoma's downtown with the Stadium Business District, Stadium High School, Tacoma General Hospital and Group Health Medical Facility.

Sound Transit and the City of Tacoma continue to work cooperatively toward implementing the Tacoma Link Expansion project. In the Term Sheet signed by Sound Transit and the City of Tacoma, grants are the foundation of the City of Tacoma's contribution to the Tacoma Link Expansion project. This WSDOT Regional Mobility grant request, if successful, would be part of the City of Tacoma's contribution to the project. Sound Transit is highly supportive of the City's request for grant funding. This letter confirms that Sound Transit will be responsible for the 20% (\$1.25m) required match for the WSDOT Regional Mobility grant request and has the financial capacity needed to complete the Phase 1 expansion of Tacoma Link from Theater District Station to MLK / Division Station.

Thank you for the ongoing partnership of the City of Tacoma in supporting the Tacoma Link Expansion.

Sincerely,



**Mike Harbour**  
Acting Chief Executive Officer

**Cc:** Sue Comis, Project Manager – Tacoma Link Expansion, Sound Transit  
Lisa Wolterink, Grants Manager, Sound Transit  
Melanie Smith, State Relations Officer, Sound Transit