

MEMORANDUM OF AGREEMENT

for

SOUTH LINK PROJECT

between

PORT OF SEATTLE

and

SOUND TRANSIT

AUGUST 15, 2012

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is between the PORT OF SEATTLE, a Washington Municipal Corporation (“Port”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a Washington regional transit authority, ~~on May 1, 2012.~~

RECITALS

- A. The Port is a Washington Municipal Corporation, incorporated under the laws of the State of Washington, with authority under chapter 53.04 RCW to enter into development and right-of-way agreements for the development of rail and air transfer facilities.
- B. Sound Transit is a regional transit authority created in accordance with chapters 81.104 and 81.112 RCW, and with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise. (RCW 81.112.100 and RCW 35.58.030).
- C. On November 5, 1996, central Puget Sound area voters approved local funding for Sound Move, the ten-year regional transit system plan. Sound Move includes three new types of regional transportation; light rail, commuter rail, and a regional express bus/HOV system, which will be integrated with local transit systems and use a single or integrated regional fare structure.
- D. On November 4, 2008, voters of the Central Puget Sound region approved the Sound Transit 2 ballot measure (“ST2”) to provide an alternative to rising gas prices and greenhouse gas emissions. The ST2 plan adds regional express bus and commuter rail service while building 36 additional miles of light rail to form a 55-mile regional system. The ST2 plan will extend Link light rail to the South 200th Street station and beyond, eventually making the South 200th Street station an inline station rather than the southern terminus of Link light rail. The ST2 plan contemplates a light rail extension from Sea-Tac International Airport to the Redondo/Star Lake area near Federal Way, with three planned new stations at South 200th Street, the vicinity of Highline Community College, and Redondo/Star Lake.
- E. On September 9, 2010, the Sound Transit Board of Directors directed staff to study the feasibility of accelerating the start of light rail service at the South 200th Street Station by up to five years earlier than scheduled in the ST2 program. Upon completion of the feasibility study by staff, the Sound Transit Board adopted Resolution R2011-09 on July 28, 2011 to establish the baseline scope, schedule, and budget for extending light rail to South 200th Street (the “South Link Project”). The baseline schedule authorized by the Sound Transit Board relies on a design/build project delivery (“Design/Build”) method to open light rail service by September 2016.
- F. The Port owns and operates the Central Puget Sound region’s primary international airport, which contains real property and other infrastructure improvements where Sound Transit proposes to locate portions of its facilities.

- G. As described in this Agreement, the Port will convey to Sound Transit all necessary easements over, on, across and through Port real property to allow Sound Transit to construct, operate, and maintain its facilities within a “Light Rail Transit Way” as defined in this Agreement.
- H. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the “Federal Regulations”).
- I. The U.S. Department of Transportation Federal Transit Administration (“FTA”) and Sound Transit completed an Environmental Impact Statement for the entire Central Link Light Rail Project in November 1999. On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from 200th Street south of the Airport to Northgate in Seattle. (ST Board Resolution R99-34.) The Tukwila Freeway Route Final Supplemental EIS was issued November 16, 2001 (“Tukwila SEIS”) and Sound Transit also issued a SEPA Addendum for the Initial Segment on November 16, 2001. On November 29, 2001, the Sound Transit Board adopted the Initial Segment from downtown Seattle to the Tukwila International Boulevard Station. (ST Board Resolution R2001-16.) An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The FTA issued an Amended Record of Decision (“ROD”) on May 8, 2002. The ROD states the FTA’s decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Initial Segment of Central Link Light Rail Transit project. On May 26, 2005, the Airport Link Environmental Assessment/SEPA Addendum was issued, providing additional information for the Project from South 154th Street in the City of Tukwila to the Seattle-Tacoma International Airport and to South 200th Street in the City of SeaTac. On July 14, 2005, the Sound Transit Board selected the Airport Link Project alignment and stations. (ST Board Resolution R2005-16.) On September 13, 2005, FTA issued a ROD for the Project. On June 30, 2005, the Port of Seattle issued a SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project.
- J. In 2011, Sound Transit issued a SEPA Addendum to the Environmental Assessment referenced above. This Addendum analyzed changes in impacts that have been identified in the 2011 design refinements when compared to the 2005 Environmental Assessment. All of the impacts are of similar magnitude to the impacts identified in the 2005 Environmental Assessment and none would result in substantially different conclusions with regard to the significance of the impacts. No new probable significant adverse environmental impacts would likely result from the 2011 Design Refinements.
- K. Both the Port and Sound Transit recognize the importance of extending a light rail connection from the Airport to South 200th and agree to work in a collaborative effort to facilitate delivery of the South Link project by the end of September 2016.

- L. Sound Transit acknowledges that third parties will be providing limited funding for the projects described in this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, the parties hereto agree to the terms and conditions as follows:

1. Definitions

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and shall include laws, ordinances and regulations now in force or hereinafter enacted or amended.

- 1.1 Agreement. “Agreement” means this Memorandum of Agreement approved by appropriate action of the Port and of Sound Transit.
- 1.2 Airport. “Airport” means the Seattle Tacoma International Airport owned and operated by the Port and located at 1500 S 184th Street, in the City of SeaTac, Washington, legally described as King County Tax Parcel Number 282304-9016.
- 1.3 Burdened Labor Rate. “Burdened Labor Rate” means (i) for Port and Sound Transit employees, the employee hourly rate, including fringe benefit burdens and an allocation of agency overhead, where agency overhead will be allocated in a manner that is consistent with each agency’s overhead allocation methodology used to value internally constructed projects as presented within their annual audited financial statements; or (ii) for consultants, the actual hourly rate charged under the consultant’s agreement with the party and an allocation of departmental overhead for the specific Port department managing the consultant’s agreement. Other than changes in costs or underlying factors used to allocate costs (i.e. increase in number of full time equivalents), either party is required to notify the other party in the event of a change in their overhead allocation methodology used in calculating the burdened labor rate. Such notification shall occur sufficiently in advance to allow time for the other party to evaluate and/or dispute the impact of such change.
- 1.4 Direct Construction Costs. “Direct Construction Costs” will generally be measured by the out-of-pocket amounts paid directly to the contractor(s) performing the project work and will consist of the base bid amount and any change orders (including those resulting from contractor claims) to those base bid amounts. For self constructed portions of the Project, Direct Construction Costs

will include: (i) the cost of labor physically performing the construction work including contractor allowed mark-ups, (ii) the cost of first-tier supervision of the Project work, (iii) the cost of construction management and oversight by managers; (iv) the cost of materials consumed in the construction of the Project, and (v) the cost of such equipment (other than small tools) used in the performing the Project work, determined, if leased, by actual invoice or, if owned, by reference to a recognized estimating manual such as RS Means.

- 1.5 Discretionary Change. “Discretionary Change” means any change to the Project that is avoidable and not required for completion of the Project, but rather is proposed by either party to improve or modify the Project. Each party will pay for Discretionary Changes made at its request.
- 1.6 Emergency. “Emergency” means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action.
- 1.7 Environmental Authority. “Environmental Authority” means any governmental entity with jurisdiction to enforce an Environmental Law.
- 1.8 Environmental Documents. “Environmental Documents” means the documents prepared under the State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) for the Project.
- 1.9 Environmental Law. “Environmental Law” means any environmentally-related local, state or federal law, regulation, ordinance or order which is now or hereafter in effect.
- 1.10 ESA. “ESA” means Endangered Species Act enacted by the federal government in 1973, as amended.
- 1.11 Final Right-of-Way Plans. “Final Right-of-Way Plans” means approved prints all stamped by a Professional Engineer or Professional Land Surveyor licensed in the State of Washington showing the proposed limits of the Light Rail Transit Way and legal descriptions mathematically tied to existing monumentation and easement areas.
- 1.12 Hazardous Substance. “Hazardous Substance” means any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Environmental Law.
- 1.13 Issued for Construction Submittal. “Issued for Construction Submittal” means a design submittal that has incorporated corrections that were required based upon review of the 100% Design, a building permit, or other submittal that is sufficiently complete for project approval, and upon which Sound Transit’s design/build contractor will rely in constructing the Project, including but not limited to a complete set of constructions plans, drawings, specifications, the draft construction schedule, and the traffic plan.

- 1.14 Light Rail Transit Facility. “Light Rail Transit Facility” means a structure, rail track, equipment, maintenance base or other improvement related to a Light Rail Transit System, including but not limited to ventilation structures, traction power substation, Light Rail Transit Station, crossover track system, utilities and related passenger amenities, bus layover and inter-modal passenger transfer facilities, kiss-and-ride lot, and transit station access facilities and parking structure.
- 1.15 Light Rail Transit System. “Light Rail Transit System” means a public rail transit line that operates at grade level or above or below grade level. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.
- 1.16 Light Rail Transit Way. “Light Rail Transit Way” means the area in which Sound Transit constructs, operates, maintains, and owns a Light Rail Transit System in accordance with the terms and conditions of this Agreement, the general location on port property of which is described and depicted on Exhibit “B.”
- 1.17 NEPA. “NEPA” means National Environmental Policy Act enacted by the federal government in 1969, as amended.
- 1.18 Non-Discretionary Change. “Non-Discretionary Change” means any change to the Project that is unavoidable and required to complete the Project as designed.
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- 1.19 Project. “Project” means the South Link Project from 176th St to 200th St as depicted and defined in Exhibits A and B and also defined as Contract #1 and Contract #2 respectively.
- 1.20 Reimbursable Soft Cost. “Reimbursable Soft Costs” mean and include, but are not limited to all expended amounts on a project for employees and consultants under agreement for all efforts associated with every aspect of the Project. Reimbursable Soft Costs include, but are not limited to: for (i) architectural engineers, designers, or other project professional services; (ii) project management and project managers; (iii) construction management, maintenance workers, construction managers, resident engineers, inspectors, safety inspectors, special inspectors, laboratory sampling and analysis for site investigations, environmental support, surveyors, their crews and equipment including allocation of equipment charges, operations, construction coordinators, police officers, fire fighters, trailer mobilization and demobilization; (iv) administration, administrative specialists, real estate administrative costs, and other persons performing reprographics and document control; (v) insurance, (vi) overhead, (vii) any owned/rented facilities, supplies, tools, office equipment, furniture, communications, utilities, advertisement, postage/currier, janitorial, and equipment.
- 1.21 SeaTac/Airport Station. “SeaTac/Airport Station” or “Station” means the Light Rail Transit Facility located at the northeast corner of the parking garage on the west side of International Boulevard, just north of 176th Avenue South.

- 1.22 South 200th Street Station. “South 200th Street Station” or “Station”, means the Light Rail Transit facility located on the east side of the intersection of South 200th St and 28th Ave S. as depicted in the 30% Design dated March 10, 2011.
- 1.23 SEPA. “SEPA” means the State Environmental Policy Act, chapter 43.21C RCW.
- 1.24 South Access. “South Access” means expansion of the airport expressway/roadway system to the planned extension of SR 509, as depicted in the 15% Design dated August 15, 2011. The project is anticipated to consist of: (i) a two-lane roadway with shoulders between the airport terminal and SR 509 that will cross South 188th Street on an aerial structure with a multi-lane surface-level intersection at South 188th Street; (ii) a non-motorized connection from South 188th Street to the airport terminal; and (iii) possible reconfiguration of terminal ramps, the possible closure of the South 182nd Street entrance and driveway, and emergency and other access road connections.
- 1.25 South Link Project. “South Link Project” means the extension of the Light Rail Transit System from the Airport to approximately S. 200th Street as described and depicted in greater detail in Exhibit “A”, attached and incorporated herein, and as approved by the City of SeaTac, and also defined as Contract #2. The South Link project will include an elevated light rail guideway continuing south approximately 1.6 miles from the existing SeaTac/Airport Station, crossing existing and planned airport roads and infrastructure before continuing south along the east side of 28th Avenue South .
- 1.26 Relocation of Port Utilities Project. “Relocation of Port Utilities Project” means the Port designs and relocates Port owned utilities within the proposed South Link Light Rail Transit Way as depicted on Exhibit B, the Preliminary and Final Design Agreements and also defined as Contract #1.

2. Purpose

The purpose of this Agreement is to make it possible for Sound Transit to extend the Light Rail Transit System from the Airport to South 200th Street as described below:

- 2.1 Confirm the intent of the Port and Sound Transit to work collaboratively to allow Sound Transit to design, construct, and operate the Light Rail Transit System from the Airport prior to the end of year 2016.
- 2.2 Provide for Sound Transit’s use of real property owned by the Port for the construction and operation of Light Rail Transit Facilities.
- 2.3 Establish funding, and reimbursement (net) responsibilities, schedule requirements, and environmental review in connection with the Project.
- 2.4 Establish program management objectives and management protocols to govern the coordination between the parties during the project development, design,

permitting, construction, construction management, inspection, and testing of the Light Rail Transit System operations.

- 2.5 Establish liability responsibilities during construction and operation including responsibilities for environmental contamination by the Project on Port property.
- 2.6 Establish insurance responsibilities during and after completion of construction of the Project on Port property.

3. Cooperation and Good Faith Efforts

- 3.1 The process described in this Agreement depends upon timely and open communication and cooperation between the parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 3.2 This Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The parties shall provide necessary resources and work in good faith to develop the final form and contents of such documents, instruments, and permits, and to execute and deliver the same promptly.
- 3.3 The Port and Sound Transit shall be responsible for the quality, technical accuracy, timeliness and coordination of all work product and services performed by such party, its employees and consultants pursuant to this Agreement. All work product and services performed under this Agreement (specifically including design, construction management and contract administration) shall be performed in accordance with the professional or industry standards of care applicable to such work product and/or services, and in any event in no less than a commercially reasonable manner.
- 3.4 The Port and Sound Transit will cooperate in securing grants or other funding for the successful completion of the Project; provided, however, that neither party use such grants or other funding obtained after execution of this agreement as a source of funds for reimbursement to the other without its prior written consent.

4. Project Description

The Project is comprised of the contract packages described in and depicted on Exhibits "A" and "B".

5. SEPA/NEPA and ESA Compliance

- 5.1 Sound Transit is lead agency for purposes of compliance with the State Environmental Policy Act, chapter 43.21C RCW ("SEPA"), regarding the Project.

- 5.2 The Project has been subject to procedural and substantive SEPA review through preparation and issuance of the following environmental documents, which taken together comprise the “South Link Project Environmental Documents”:
- 5.2.1 Central Link Light Rail Transit Project Final EIS (November 1999);
 - 5.2.2 Addendum to the Final EIS for the Initial Segment (November 16, 2001);
 - 5.2.3 Tukwila Freeway Route Final Supplemental EIS (November 2001);
 - 5.2.4 Initial Segment Environmental Assessment (February 2002);
 - 5.2.5 Addendum to the TFR FSEIS (August 2004);
 - 5.2.6 Environmental Assessment and Addendum (May 26, 2005);
 - 5.2.7 SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project. (June 30, 2005);
 - 5.2.8 Record of Decision (September 13, 2005); and
 - 5.2.9 SEPA Addendum to the Environmental Assessment (July 5, 2011).
- 5.3 The Parties agree that pursuant to WAC 197-11-600, the South Link project Environmental Documents will be used by the Port unchanged for its review and decisions on permit applications related to the South Link project, unless (i) the applicant makes changes to the South Link project that are likely to have significant adverse environmental impacts not previously analyzed or (ii) new information is discovered regarding the Project that indicates a probable significant adverse impact not previously analyzed.

6. Essential Public Facility Requirements

The parties agree that the requirements of RCW 36.70A.200 regarding the siting and mitigation for essential public facilities are applicable to the Light Rail Transit Facilities referenced in this Agreement.

7. Design, Construction and Project Management

7.1 Contract #1- Relocation of Port Utilities Project

- 7.1.1 Design. Under separate agreements executed between the Parties, the Port is responsible for completion of the final design of the work included in Contract #1 as depicted in Exhibit “B1”.
- 7.1.2 Design Changes During Construction. The Port shall not make any modifications to the design of the work included in Contract #1 without Sound Transit’s prior written approval as described in Change Order section 7.1.4.1.

7.1.3 Award of Contract. Prior to the Port issuing the Notice of Intent to Award Contract #1, Sound Transit shall provide its approval in writing, within two days prior to the award of Contract #1 by the Port.

7.1.4 Management of Construction. The Port shall provide all necessary project and construction management of the work included in Contract #1, including but not limited to, design support during bidding and construction, reviewing bids and awarding the construction contract, coordination with non-Port utilities and other third parties, coordination with other Port contractors, environmental and permit compliance, preparation of record drawings, contract closeout, processing of claims, and other project and construction management responsibilities as needed to deliver the scope of work described in Exhibit "A".

7.1.4.1 Change Orders. Sound Transit shall approve all lump sum forward-priced change orders to Contract #1 in writing prior to issuance to the contractor. The Port shall issue the appropriate change order documents to the contractor promptly. For situations in which direction for a change must be given promptly, the Port shall issue an expedited or not-to-exceed change order to the contractor with a notification to Sound Transit. Sound Transit will then approve the reconciliation change order prior to issuance to the contractor for the final reconciled costs. If disputes arise regarding responsibility for costs and work both Parties agree to resolve the dispute in a manner that does not impede construction progress in accordance with Section 25.

7.1.4.2 Project Labor Agreement. The Port shall specifically evaluate and make a determination of whether a PLA will be necessary for Contract #1 and notify Sound Transit of that decision. If the Port determines a PLA will be necessary for Contract #1, the Port shall negotiate a specific Project Labor Agreements (PLA) to incorporate into the contract requirements for Contract #1.

7.1.5 Federal Transit Administration (FTA) Requirements

7.1.5.1 Applicability of Federal Grant Contract

- a. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F as amended. U.S. Department of Transportation's level of financial assistance may be between zero and 80 percent (0-80%). The Port is required to comply with all terms and conditions prescribed for third party contracts in this Agreement.
- b. Federal laws, regulations, policies, and administrative practices may be modified or codified after the date this

Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, the Port agrees to accept all changed requirements that apply to this Agreement.

7.1.5.2 Incorporation of Federal Transit Administration (FTA) Terms. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F as amended and the Master Grant agreement, 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 solicitation. The Port shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

7.1.5.3 Federal Funding Limitation. The Port understands that funds to pay for the Port's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Port's services without penalty. Sound Transit will notify the Port promptly in writing of the non-allocation, delay, or disapproval of funding.

7.1.5.4 FTA Requirements. The Port shall also comply with the FTA requirements included in Exhibit I

7.2 Contract #2 - South Link Project

7.2.1 Design/Build Delivery. Sound Transit intends to utilize a design/build delivery method for Contract #2, which includes the Project elements described in Exhibit "A". The Port and Sound Transit shall work collaboratively to develop terms, project requirements, restrictions, limitations and criteria to be included in the Contract #2 design/build RFP contract documents for elements of this contract package that affect Port operations, facilities and tenants, for construction on Port property or use of Port property leased to Sound Transit. Sound Transit shall administer and be responsible for construction management of the work included in Contract #2.

7.2.2 Design Standards. The design work to be performed by Sound Transit's design/build contractor under Contract #2 shall be prepared in accordance with all applicable federal, state and local standards, regulations and codes. Sound Transit will require its design/build contractor to comply with the Port's Requirements for Airport Construction (RAC) which

contains all standard operating procedures, protocols and policies required by the Port for work on Port property, as applicable to the work included in Contract #2.

7.2.3 Design Reviews. The design work in Contract #2 prepared by Sound Transit's design/build contractor will be submitted to Sound Transit in a series of design submittals. Sound Transit will distribute design submittals relating to Port property and the Port shall provide consolidated comments for each design submittal in the time period provided below:

- (a) 50% Design Submittal – 21 days
- (b) 100% Design Submittal – 21 days
- (c) Issued for Construction Submittal – 10 days

In addition to the above described formal review of each design submittal, the Parties contemplate that the design/build contractor, Sound Transit, and the Port's reviewers will meet weekly for "over the shoulder" reviews of the design progress. This ongoing, collaborative "over the shoulder" review is intended to keep the Port's reviewers apprised of the latest developments in the design, seek informal feedback from the Port on aspects of the design as design is progressing, and to determine whether previously identified corrections are being adequately addressed prior to the next formal design submittal or Issued for Construction Submittal. To the extent that disputes arise about how a design correction should be resolved regarding Port property or facilities, or whether a design correction is appropriate, the Parties shall use the dispute resolution process outlined in Section 25 "Dispute Resolution" of this agreement.

7.2.4 Coordination with South Access Roadway Design. Sound Transit shall require their design/build contractor to coordinate all Contract #2 design submittals with the Port's preliminary South Access roadway design through appropriate conditions to be included in the Contract #2 contract documents including the reviews of contractor proposal concepts, final design submittals and Issued for Construction submittals. The intent of these conditions is to provide restrictions/guidance for design and construction of the Project to avoid, to the extent possible, impacts to Port facilities, projects, and operations. All design submittals involving facilities on Port property shall utilize Sound Transit's project datum as the primary elevation datum and will include conversions to the Port survey datum in parentheses for all vertical information portrayed therein.

7.2.5 Fire and Life Safety. Sound Transit's Contract #2 design will comply with the International Building Code (as adopted by the State of Washington and amended by the City of SeaTac), as well as the National Fire Protection Association code NFPA 130 (regarding fixed guideway transit systems). In accordance with the above, the Port will not require Sound Transit to design or construct emergency access to the aerial guideway on Port property, or provide emergency lighting systems for that guideway,

other than the "Cyclops" light and running lights on the exterior, and the cabin lights on the interior of the light rail vehicles.

7.2.6 Security. Sound Transit shall meet all design requirements related to security that are identified in the Memorandum of Understanding between City of SeaTac, Port of Seattle, and Sound Transit for Police and Security Services at Sound Transit Facilities within the City of SeaTac Located on Port of Seattle or Sound Transit Property dated December 19, 2011.

7.2.7 Utilities. Sound Transit and its design/build contractor shall be responsible for coordinating the design of the South Link Project with private utility companies operating on Port property that have to relocate their utilities associated with Contract #2.

7.2.7.1 Olympic Pipeline. Sound Transit and their design/build contractor shall jointly and directly be responsible for coordinating the preliminary design, final design and construction work in the vicinity of the Olympic pipeline, which supplies critical jet fuel to the SeaTac Airport's tank farm, a facility with limited storage capacity. Sound Transit shall avoid impacting the pipeline and shall protect the pipeline to allow uninterrupted operations due to construction. The Port will coordinate with and assist Sound Transit to the extent possible, but will not be responsible for any issues specific to the preliminary design, design and construction work in the vicinity of the pipeline, including specific field location and elevation, design information, condition of the pipeline, easements and lack of responsiveness by Olympic and its operator. Sound Transit and their design/build contractor shall closely coordinate and communicate with the Port's operator of the tank farm and the Port's Fire Department months prior to, during and months after the construction work in the vicinity of the pipeline.

7.2.7.2 Airport Operations. Sound Transit agrees that maintaining Airport operations is critical during the construction of the Project and will collaboratively conduct constructability reviews with the Port and the design/build contractor to design temporary measures as necessary to maintain airport related traffic and safety to the traveling public. Sound Transit will manage the construction of Contract #2 and will communicate with Port staff to safeguard the public, tenants and the operation of facilities located on Port property. Existing facilities that require continuous access and egress include, but are not limited to those facilities in Exhibit H.

7.2.7.3 Sound Transit shall minimize impacts to Airport operations and the traveling public and shall work with the Port during the design phase to develop and implement traffic control plans that do not impede reasonable vehicle access and egress at South 188th Street and 28th Avenue South, South 182nd Street, Air Cargo Road

South and to existing facilities on Port property during construction of the Project.

7.2.7.4 Sound Transit shall maintain pedestrian access between the terminal and International Blvd. at the South 182nd Street entrance to the airport throughout construction.

7.2.7.5 Sound Transit will also provide access to the Port during construction of the Project for the construction of any new facilities on Port property.

7.2.7.6 Port review and approval is required for all construction traffic control plans and revisions to those plans where any Airport roadway or roadway system may be impacted in order to maintain Airport related traffic and ensure safety to the traveling public during construction of the Project. Plans shall be submitted to the Port for review, a minimum of 21 days prior to the installation of any traffic control plan required before the start of construction work or any revision or modification to the construction work area.

7.2.8 Environmental. Sound Transit shall assume responsibility for incorporating Port-approved environmental and permit compliance contract specifications and environmental work plans in the Contract #2 contract documents regarding work on Port property. The Port and Sound Transit shall jointly prepare an Environmental Work Plan outlining all requirements and responsibilities, including a provision in the Contract #2 contract documents for an environmental manager for oversight of environmental requirements. Sound Transit shall comply with all Port requirements for construction monitoring as conducted by the Port and required for demolition and construction activities related to the Project to maintain compliance with the Airport's Stormwater Management per section 8, Temporary Erosion and Sedimentation Control Plans and Air Quality requirements. The specific roles and responsibilities of environmental program personnel and the Sound Transit construction engineer will be described in the Environmental Work Plan jointly prepared by the Port and Sound Transit.

7.2.9 Change Orders. The Port shall be given the opportunity to review and comment on proposed change orders to Contract #2 to ensure that the new change order work does not impact Port operations, facilities and tenants, construction on Port property, or use of Port property leased to Sound Transit.

7.2.10 Construction Safety. The parties agree that the contractors shall have primary responsibility for project safety and the safety of their workers on the job site. The parties shall ensure that their respective contractors shall establish a written safety program and provide a designated safety representative who will be on site when any work is in progress. All Sound Transit employees, contractors, and subcontractor employees

assigned to perform tasks on Port property under any contract package shall complete the Port of Seattle Construction Safety Orientation.

7.3 General Principles applicable to Contract #1 and Contract #2

- 7.3.1 The Port and Sound Transit shall fulfill all statutory and regulatory requirements and support each other's efforts to comply with these regulations.
- 7.3.2 Organization Charts. Each party shall refer to the Exhibit "D" for high-level and more specific organization charts, respectively, showing key project personnel and reporting relationships between the Port and Sound Transit during construction.
- 7.3.3 Staffing. The Port and Sound Transit shall provide all necessary staff and consultant resources to work on their respective Contract Packages proactively, cooperatively and collaboratively and shall coordinate these resources efficiently and cost effectively to avoid unnecessary duplication of labors.
- 7.3.4 Document Control. Both the Port and Sound Transit acknowledge that each use an established web-based electronic construction document management system (CDMS) and understand those to be disparate. The Port and Sound Transit agree to make every reasonable effort to use and maintain their respective CDMS as the primary construction communication medium between the parties, the contractor for each Contract Package, and each Designer throughout the completion of the Project. The Port and Sound Transit agree to provide user access to each other for use during design and construction.
- 7.3.5 Record Drawings. The Port and Sound Transit shall provide the other all record drawings showing the final as built condition of the construction and right-of-way plans prepared in AUTOCAD in accordance with their respective CADD standards as promptly as possible, but no later than 180 days after substantial completion of the respective Contract Packages. Each party shall provide the other one set each of the as-built drawing in electronic format.
- 7.3.6 Survey of Underground Utilities. Sound Transit shall notify the Port Survey Crew manager 48 hours prior to coverage of any newly installed or relocated utility and allow sufficient time for the Port to perform a utility survey for Port records.

8. Surface Water Management

- 8.1 Stormwater runoff from the Project during construction shall not discharge into the Port's drainage systems without written approval by the Port. If the Parties agree to allow stormwater runoff from the Project to discharge into the Port's drainage systems during construction, this storm water must comply with the

terms of the Port's NPDES permit related to construction storm water. Sound Transit may discharge construction stormwater from the Project to the Port's drainage system under the Port's NPDES Permit no. WA-002465-1 with the following conditions: (i) Sound Transit notifies the Port of its intent to discharge construction stormwater to a Port permitted outfall and the discharge point at least 45 days prior to the intended date of discharges; (ii) Sound Transit prepares a Construction Stormwater Pollution Prevention Plan (SWPPP) compliant with Part III conditions of the Port's NPDES permit and submits it to the Port for review and approval at least 45 days prior to construction; (iii) the Port approves Sound Transit's SWPPP, and (iv) Sound Transit maintains compliance with its SWPPP and all other sections of Part III of the Port's NPDES permit except condition S1.C (Runoff Monitoring) and S2 (Reporting).

- 8.2 Sound Transit construction projects located off of Port property shall not discharge storm water onto Port property.
- 8.3 Sound Transit represents that the storm water conveyance system for the Light Rail Transit Facilities shall be designed to not less than a 25 year full peak flow design storm. Based on this design storm criteria, Sound Transit represents that 100% of the storm water from Light Rail Transit Facilities shall be conveyed from Port property to the City of SeaTac. The design criteria for the Project shall also comply with the King County Surface Water Design Manual (2009) and the Department of Ecology Stormwater Manual (current edition).
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- 8.4 In addition to the indemnifications provided elsewhere in this Agreement, Sound Transit agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements for Port property, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from stormwater discharges from the Project or Light Rail Transit Facilities entering Port property during the term of this Agreement and within the permanent easements located on Port property to accommodate the Light Rail Transit Facilities.
- 8.5 No party will be required to indemnify, defend, or hold harmless the other party if the claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements, liabilities, fines, penalties, losses, costs and expenses are caused by the sole negligence of the other party, or its contractors, or is related to the other party's violation of its own approved permits. Such costs include but are not limited to: costs of permit revisions or other remedial activities and fines or penalties assessed directly against the Port, Sound Transit or other parties.
- 8.6 Once the operation of Light Rail Transit Facilities begins, the Port does not intend for Sound Transit to use Port owned facilities to detain or convey any storm water from the Light Rail Transit Facilities, other than through approved installations to be operated and maintained by Sound Transit. In the event that 100% of the

storm water discharges from the Light Rail Transit Facilities cannot be discharged to non-Port storm water systems, and if the storm water is discharged onto Port property, the Port may assess Sound Transit a reasonable surface water management (SWM) fee to compensate it for costs directly related to managing the discharges from Light Rail Transit Facilities. Any discharges from the Light Rail Transit Facilities onto Port property shall comply with the conditions of the Port's NPDES permit at the point of discharge onto Port property. As an alternative to assessing a reasonable SWM fee, the Port may refuse to accept any discharges from the Light Rail Transit Facilities and Sound Transit shall be responsible for conveying and detaining these discharges off Port property. Storm water runoff from the South Link Project shall not discharge into the Port's drainage systems without written approval by the Port and Sound Transit.

9. Environmental Management

- 9.1 Sound Transit acknowledges that Hazardous Substances may be found on Port-owned property during the course of the Project work. Sound Transit realizes that remediation of these conditions may impact their work schedules and will not hold the Port accountable for these delays. With respect to Port-owned property, Sound Transit will coordinate its design process with the Port to establish (a) detailed construction plans and specifications for operations in locations with known or suspected contamination; (b) detailed protocols for direction of construction activity and performance of environmental management response should any unanticipated suspected contamination conditions be encountered; and (c) detailed procedures for management of contaminated materials disturbed during construction. The Port must approve the final version of the above documents prior to construction, which approval shall not be unreasonably withheld.
- 9.2 Sound Transit will be responsible for notifying the Port of any and all anticipated and unanticipated Hazardous Substance conditions encountered.
- 9.3 Sound Transit will be responsible for all costs associated with encountering and management of contaminated materials disturbed by Sound Transit and as necessary to protect their facilities from future remediation activities by the Port. For example, Sound Transit shall design the guideway columns to allow the Port to remove contaminated soil in the future up to a depth of 20' below grade (establish grade line elevation) without adversely impacting the operation of South Link. The Port will be responsible for paying costs associated with contamination on Port property except for those conditions directly or indirectly disturbed by Sound Transit activities for which Sound Transit will be responsible.
- 9.4 Sound Transit shall perform all construction activities associated with completion of its portion of the Project in compliance with all federal, state, and local laws, including Environmental Laws, and with the Environmental Work Plan. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. Sound Transit shall not allow the existence in or about the Light Rail

Transit Way of any Hazardous Substance in violation of any requirement contained in any applicable Environmental Law, and shall not allow the migration or release into adjacent surface waters, soils, underground waters or air of any Hazardous Substances from the Light Rail Transit Way in violation of any requirement contained in any applicable Environmental Law. If Sound Transit is in violation of any requirement contained in any applicable Environmental Law, Sound Transit shall promptly take such action as is necessary to mitigate and correct the violation.

10. Permits & Approvals

Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits, approvals and licenses required for the construction, operation, and maintenance of the Light Rail Transit Facilities, including, without limitation, crossing, zoning, building, health, environmental except stormwater per Section 8, and communication permits and licenses, and (ii) indemnify the Port against payment of costs related to acquiring such permits and licenses, any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, and any remedial costs incurred by the Port in curing any such failures.

11. Real Property Owned by the Port of Seattle

- 11.1 The Port shall convey to Sound Transit, its successors and assigns, all necessary non-exclusive permanent easements over, under, across and through Port area property located within Light Rail Transit Way, and substantially in the form of Exhibit "G", Pages G1 - G6.
- 11.2 The preliminary design concept developed jointly by the Port and Sound Transit has identified certain real property interests required by Sound Transit for the construction, operation, and maintenance of the Light Rail Transit System that the Port will convey to Sound Transit in either fee or by easement, subject to approval by the Port of Seattle Commission, and consistent with Federal Transit Administration ("FTA") and Federal Aviation Administration ("FAA") requirements.
- 11.3 Sound Transit shall pay the appraised fair market value of Port property it purchases in fee. The parties anticipate that Sound Transit will acquire parcels from the Port as more particularly described in Exhibit "G", Pages G9 - G16.
- 11.4 The Port shall convey to Sound Transit the Temporary Construction Easements (TCE) shown on Exhibit "G" Pages G1 - G6. The TCE will be for a period up to three years.
- 11.5 For any additional construction staging areas that may be needed by Sound Transit as identified by the parties, Sound Transit and the Port will enter into temporary construction easements for these properties based upon values established in Exhibit "F" Page F1.

- 11.6 The Port will retain the right to develop its properties underlying or overlying any aerial easement with uses that are compatible with Light Rail Transit System operations and FTA requirements. Any expansion of airport facilities on airport property will not unreasonably interfere with the light rail transit system.
- 11.7 Sound Transit will be responsible for the costs (i.e., legitimate direct construction) associated with the development and reclamation of all staging areas that it uses on Port property. Sound Transit will comply with all Port requirements identified by the Port and regulatory agency requirements, concerning the use of the staging areas. Sound Transit shall be responsible for any environmental remediation related to such use.
- 11.8 The easement shall provide that in the event that Sound Transit does not construct the Project or if Sound Transit explicitly indicates its intention not to construct the Project by 2023, the easements shall revert to the Port upon 30 days' notice provided by either Party. Similarly, if the Light Rail Transit System permanently ceases to operate after it is constructed, then the easements shall revert to the Port 30 days after the permanent cessation of operations.
- 11.9 All real property transactions between Sound Transit and the Port, including type of transfer and valuation, must be consistent with Federal Transit Administration ("FTA") and Federal Aviation Administration ("FAA") requirements. All real property acquisitions and relocations must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendment of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), and the revenue diversion policies of the FAA (64 FR 7696, Feb 16, 1999) all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of person displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations").

12. Real Property Owned by Sound Transit

Sound Transit shall convey to the Port property for the Port's roadway system as shown in Exhibit "G" Pages G7 and G8. The Port will acquire this property from Sound Transit in fee with Sound Transit retaining an aerial guideway easement over a portion of the property. The conveyance of the property to the Port will take place upon the completion of construction of the light rail project by Sound Transit.

13. Real Property In Private Ownership

Neither the Port nor Sound Transit have an ownership or established rights to private properties that may be impacted by the South Link and South Access projects. The preliminary roadway and guideway design concept developed jointly by the Port and Sound Transit has identified the property acquisition requirements for both Parties.

14. Public Outreach, Public Disclosure and Records

- 14.1 The Port and Sound Transit shall collaborate in the development of public outreach and communications plans for the South Link Project and shall integrate their respective outreach activities. Sound Transit shall be responsible for all community outreach and public communications within the local communities concerning the Project.
- 14.2 The Port shall be responsible for all community outreach and public communications concerning all Project work on Airport property that could cause any distraction and impact to the traveling public, regardless of which party is responsible for administering the work.
- 14.3 The Port and Sound Transit may receive requests from the public for access to records relating to this Agreement. The Port and Sound Transit have a duty to respond and to disclose documents as requested unless such requests call for documents that are specifically exempt from disclosure pursuant to applicable law. The Port and Sound Transit agree to inform each other of any public disclosure requests that each may receive concerning the Project and work cooperatively to coordinating their efforts to respond to such requests. The Port and Sound Transit agree to share their Washington Public Disclosure Act, chapter 42.17 RCW procedures with each other and strive to resolve any conflicts that might exist in these procedures when responding to specific public disclosure requests.

15. Use Restricted

This Agreement does not authorize the provision of any services by Sound Transit other than services strictly related to the operation of the Light Rail Transit System on Port property. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the Port.

16. Financial Elements

16.1 Project Costs Associated with Real Estate Impacts

- 16.1.1 Permanent Easements. No later than 90 days following execution of the permanent easements, Sound Transit shall pay the Port the amount determined as full and complete compensation for the permanent easements granted to Sound Transit as calculated using the methodology described in Exhibit "F" Page F1. If the parties agree that the square footage for the permanent easements should change, then the sum that Sound Transit pays to the Port for the easements shall increase or decrease to be consistent with such changes in the square footage easements, as calculated using the methodology described in Exhibit "F" Page F1.
- 16.1.2 Temporary Construction Easements. Sound Transit shall pay the Port, when used, the amount agreed upon for Temporary Construction easements identified in Exhibit "F" Page F1. For any additional

Temporary Construction Easements, Sound Transit or the design/build contractor must request them in writing and the agreed upon rates shall apply.

- 16.1.3 Real Property owned by Sound Transit. The Port shall pay to Sound Transit the amount specified in Exhibit "F" Page F2, upon conveyance of the property in fee subject to a retained aerial guideway easement over a portion of the property
- 16.1.4 Real Property owned by the Port. Sound Transit shall pay the Port the amount specified in Exhibit "F" Page F1.
- 16.1.5 Sound Transit shall pay the Port's Reimbursable Soft Costs relating to its purchase and sale of property to and from Sound Transit.
- 16.1.6 Consideration for Loss at Delta Maintenance Facility. Sound Transit shall pay the Port the amount specified in Exhibit "F" Page F1 (identified as the Cost to Cure for Delta Airlines Parking) as the true and full present value of the future loss of value at the Delta Maintenance Facility when the Port constructs the South Access project on a portion of the Delta Maintenance Facility property. The South Access design is depicted in Exhibit "G" Page G9. Sound Transit's payment of the amount in Exhibit "F" Page F1, is the final settlement of all claims, costs, or damages relating to the current and future use and value of the Delta property (or any other property impacted by any alternative future redesign of the South Access project). Payment under this subsection shall be made by January 31, 2013.
- 16.1.7 Consideration for Future Utility Relocation at the Delta Maintenance Property. Sound Transit shall pay the Port the amount specified in Exhibit "E" Page E1 (Present Value Calculation) as the true and full present value of the future cost for the relocation of utilities when the Port constructs the South Access project on a portion of the Delta Maintenance Facility property. The utilities that are known to need to be relocated under the South Access design on the Delta Maintenance property are identified in Exhibit "E" Page E2. Sound Transit's payment of the costs, identified in Exhibit "E" Page E1 as the Present Value Calculation, shall be the final settlement of all claims, costs, or damages relating to all utility relocations resulting from the use of the Delta Maintenance Facility Property in the South Access project, including any unknown Port-owned utilities (or the cost any impact to utilities by any alternative future redesign to the South Access Roadway project). Payment under this subsection shall be made by January 31, 2013.
- 16.2 Costs Associated with the Project, Contracts #1 and #2. Except as otherwise specifically provided in this Agreement, Sound Transit will be responsible for the Costs incurred by the Port associated with the design and construction of the Project as follows:

- 16.2.1 Preliminary Support. Sound Transit shall reimburse the Port for Reimbursable Soft Costs relating to the following Port activities performed after July 28, 2011: (i) development of this agreement; (ii) collaborative efforts to develop terms, project requirements, restrictions, limitations and criteria for elements that affect Port operations, facilities and tenants to be included in Sound Transit's Contract #2 design/build RFP contract documents, for construction on Port property or use of Port property leased to Sound Transit; and (iii) assistance with Sound Transit's review of design build proposals and alternative technical concepts offered by the proposers to the Contract #2 design/build RFP.
- 16.2.2 Design Reviews. Sound Transit shall reimburse the Port for Reimbursable Soft Costs associated with administration and management of design review.
- 16.2.3 Administration and Management of Construction. Sound Transit shall reimburse the Port for Reimbursable Soft Costs associated with administration and management of construction of Contract Package #1 by the Port and the review, administration, oversight, inspection, project and construction management by the Port in support of Sound Transit's implementation of all phases of Contract# 2. Sound Transit shall also reimburse the Port for Reimbursable Soft Costs and Direct Construction Costs associated with the coordination, shutdowns, and restarts of the Port's utilities as required for Contracts #1 and #2.
- 16.2.4 Construction of Contract #1. Sound Transit shall pay the Port for its Direct Construction Costs to remove and relocate utilities as described in Exhibit "A".
- 16.2.5 Construction of Contract #2. Sound Transit will be responsible for the cost of all elements of the Project related to construction of the light rail system, such as the aerial light rail guideway elements, including foundations, columns and girders; light rail track work; guideway drainage, including detention and storm water quality facilities for runoff attributable to the South Link Project; system electrification, including duct banks and foundations for overhead catenary system; corrosion control; and fire protection facilities, including piping, fire hydrants, and standpipes. All costs for such relocations not borne by the private utility companies will be borne by Sound Transit or its design/build contractor. For Port-owned and operated utilities requiring relocation under Contract #2, Sound Transit and its design/build contractor shall coordinate with and follow the Port's utility shutdown procedures
- 16.3 Public Outreach. Sound Transit shall reimburse the Port for Reimbursable Soft Costs relating to public outreach provided under section 14.
- 16.4 Payment Due. Sound Transit shall reimburse the Port for its Direct Construction Costs and Reimbursable Soft Costs within 30 days of its submittal of property documented invoices for completed work. A properly documented invoice shall

include supporting documentation necessary to verify the costs incurred including all third-party invoices and documentation of in-house work. The Port shall invoice Sound Transit on a quarterly basis. The Port shall submit its invoices (bearing the purchase order number provided by Sound Transit and the Sound Transit Party Representative) with supporting documentation to Sound Transit, Accounts Payable, 401 South Jackson, Seattle, Washington, 98104-2826.

- 16.5 Audit. Each party agrees to maintain all back up documentation related to the reimbursement amounts for not less than six years following the particular Contract Package to which the documentation pertains and make all such documentation available to the other party on reasonable request. The parties or any of their duly authorized representatives shall have access to and be permitted to inspect, audit and/or copy such books, records, documents, and other evidence for any purpose related to this agreement, including, but not limited to, (i) any required audit, (ii) verification of services, invoices, burdened labor rate calculation, allocation of overhead, and (iii) assistance in negotiations for additional work, and claims resolutions. Each party shall provide a minimum of seven days notice to the other for access to original records. Audits conducted under this section shall be in accordance with generally accepted auditing standards and the established procedures and guidelines of the reviewing or audit agency, and the parties further agree to reasonably cooperate with one another in the event of any audit of any portion of the Project. The periods of access and examination described above for records related to (i) disputes between the parties; (ii) litigation or settlement of claims arising out of the performance of this Agreement; or (iii) costs and expenses of this Agreement to which exception has been taken by a federal agency, the Comptroller General, or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

17. General Indemnification

- 17.1 To the extent permitted by law, the Port and Sound Transit shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither the Port nor Sound Transit will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of the Port and Sound Transit, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Port's or Sound Transit's own negligence. The Port and Sound Transit agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Port and Sound Transit, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that the Port or Sound Transit

incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

- 17.2 Sound Transit will indemnify the Port for any environmental contamination created by Sound Transit, its licensees or its contractors.

18. Insurance

- 18.1 Sound Transit shall maintain, throughout the term of this Agreement, an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall secure and maintain in effect insurance adequate to protect the Port against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the Link Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) commercial general liability insurance; (ii) workers' compensation insurance (to the extent required by law); (iii) employer's liability insurance; (iv) auto liability coverage for any auto; (v) environmental liability insurance; and, (vi) provide, or require its contractor to provide, builder's risk insurance during the construction phase.
- 18.2 Sound Transit shall carry such insurance with insurers who are licensed to do business in the State of Washington or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the Port against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System. Sound Transit shall also require any contractors or subcontractors working on the Light Rail Transit System in the Light Rail Transit Way to maintain insurance as noted herein and to name the Port as an additional insured on their commercial general liability, auto liability, and environmental liability insurance policies. Sound Transit shall also require any professional services consultants, subconsultants, contractors or subcontractors working on the Light Rail Transit System project to provide the appropriate Professional Liability insurance coverage during the course of design, engineering, and construction, as applicable to the Project.
- 18.3 Sound Transit shall file with the Port, on an annual basis, proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall provide the Port with Certificates of Insurance reflecting evidence of the required insurance, naming the Port as an additional insured where appropriate, to evidence continued coverage during the term of this Agreement. The certificates shall contain a provision that coverage shall not be canceled until at least 30 days' prior written notice has been given to the Port. The same requirements that as applicable to Sound Transit shall be required of any contractors, subcontractors, consultants or subconsultants working on Sound Transit's behalf.

18.4 If Sound Transit, or any contractors, subcontractors, consultants or subconsultants working on Sound Transit's behalf, fails to maintain the required insurance, the Port may request Sound Transit to stop constructing or operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

19. Liens

19.1 In the event that any Port property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within 30 days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the Port, and shall indemnify the Port against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the Port may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit seven days' advance notice of its intention to do so. The Port shall use its reasonable efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

19.2 Nothing herein shall preclude Sound Transit's or the Port's ability to contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the Port, or of a contract or action upon which the same arose.

19.3 Nothing in this Agreement shall be deemed to give, and the Port hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

20. Covenants and Warranties

20.1 By execution of this Agreement, the Port warrants:

20.1.1 That the Port has the full right and authority to enter into and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the Port is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

20.1.2 That the execution, delivery and performance of this Agreement by the Port has been duly authorized by all requisite corporate action, that the signatories hereto for the Port hereto are authorized to sign this Agreement, and that, upon approval by the Port, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

20.2 By execution of this Agreement, Sound Transit warrants:

20.2.1 That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and

20.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories hereto for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

21. Recordings, Taxes and Other Charges

21.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the Port harmless therefrom, except to the extent of mischaracterization of the transaction by the Port to the taxing Authority. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases attributable to such existence or use, and excluding taxes based on the income of the Port), and shall indemnify the Port against payment thereof. Sound Transit shall have the right to claim, and the Port shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction, or abatement of such taxes.

21.2 The Port may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the Port for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

22. Assignability, Beneficiary

22.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. No assignment shall be valid for any purpose without the prior written consent of the other party. The above

requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

- 22.2 Either the Port or Sound Transit may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.
- 22.3 Sound Transit acknowledges and agrees that the Port may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the Port under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the Port as fully as if such actions were performed by the designator itself.
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- 22.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

23. Designated Representatives

- 23.1 To promote effective intergovernmental cooperation and efficiencies, the parties shall designate one representative (“Designated Representative”) for each of the various stages of Project implementation who shall be responsible for coordination of communications and management between the parties and their respective teams and shall act as the point of contact for each party to implement the intent of this Agreement.
- 23.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party’s initial Designated Representative is named below with the individual’s contact information.

Designated Representatives and Contact Information.

Sound Transit:	Project Leadership	Miles Haupt Project Director Sound Transit 401 South Jackson Seattle, Washington 98104-2826 206-398-5501
	Project Management	Rod Kempkes Project Manager Sound Transit 401 South Jackson Seattle, Washington 98104-2826 206-398-5374
	During Construction:	Henry Cody Principal Construction Manager Sound Transit 401 South Jackson Seattle, WA 98104-2826 206-398-
<hr/>		
Port of Seattle:	Project Leadership	George England, Program Leader Port of Seattle 17900 International Blvd., Suite 301 SeaTac, WA 98188-4236 (206) 787-4369 (206) 369-7915
South Link Project Management:		Barry Hennelly, Project Manager Port of Seattle 17900 International Blvd., AOB(2) SeaTac, WA 98188-4236 (206) 787-4376
Utility Relocation Project Management:		Mark Longridge, Project Manager Port of Seattle 2711 Alaskan Way, P69 Seattle, WA 98121 (206) 787-3157
During Construction:		Scott Thomas, Construction Manager Port of Seattle 160 th and Host road SeaTac, WA 98188-4236 (206) 787-5309 (206) 255-2466

24. Notice

- 24.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.
- 24.2 Unless otherwise provided herein, all notices shall be in writing and either shall be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 28, Termination, must be delivered in person or by certified mail, return receipt requested.

25. Dispute Resolution

- 25.1 Any disputes or questions of interpretation of this Agreement that may arise between the Port and Sound Transit shall be governed under the Dispute Resolution provisions in this Section. The Port and Sound Transit agree that cooperation and communication are essential to resolving issues efficiently. The Port and Sound Transit shall exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means. For disputes related to the Port's entitlement and/or the amount of reimbursement due to the Port, disputes will be resolved by the Sound Transit representative and the Port's Construction Manager
- 25.2 The Port and Sound Transit shall use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 25.3 The Port and Sound Transit shall use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute process should any such disputes arise:
- 25.3.1 Level One. Sound Transit's Project Manager or equivalent, including Sound Transit's Project Director or Principal Construction Manager and the Port's Project Manager or equivalents, including the Port's Program Leader or Port Construction Manager as required, shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within seven days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- 25.3.2 Level Two. Sound Transit's Executive Director for Design Engineering and Construction Management and the Port's Director, Aviation Project Management Group or Assistant Director of Engineering, Construction Services or designees shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within seven days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

25.3.3 Level Three. Sound Transit's and the Port's Chief Executive Officers or designees shall meet to discuss and attempt to resolve the dispute in a timely manner.

25.3.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within 14 days after referral of that dispute to Level Three, the parties are free to file suit or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

26. Default

Neither the Port nor Sound Transit shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of 30 days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the 30 day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

27. Remedies; Enforcement

27.1 The parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

27.1.1 Commence an action at law for monetary damages;

27.1.2 Commence an action for equitable or other relief; and

27.1.3 Seek specific performance of any provision that reasonably lends itself to such remedy.

27.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

27.3 Neither the Port or Sound Transit shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure

by the other party to enforce prompt compliance. Such failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

28. Term; Termination

- 28.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.
- 28.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the Port all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.
- 28.3 Upon the permanent cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remains on Port property or is not removed by Sound Transit, the Port may deem it abandoned and it shall become the property of the Port. If the Port does not desire such ownership, Sound Transit shall develop, subject to approval and regulation by the Port, a plan for disposition of those remaining portions of the Light Rail Transit System. The affected property shall be restored to as good or better condition than existed immediately prior to removal of any portion of the Light Rail Transit System.

29. General Provisions

- 29.1 The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The Port and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 29.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 29.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Port and Sound Transit.
- 29.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 29.5 This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

- 29.6 This Agreement has been reviewed and revised by legal counsel for both parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- 29.7 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the parties.
- 29.8 The parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public property, or private property.
- 29.9 This Agreement may be amended only by a written instrument executed by each of the parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.
- 29.10 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), term sheets, letters, understandings and agreements with respect hereto.
- 29.11 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 29.11.1 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 29.11.2 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 29.11.3 All Exhibits identified in this Agreement are incorporated by reference into this Agreement.

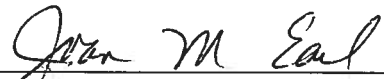
30. Severability

In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

The parties hereto have executed this Agreement by having its authorized representative sign below on the date stated in the introductory clause:

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND TRANSIT)

PORT OF SEATTLE

By: 
Joan M. Earl
Chief Executive Officer

By: 
Mr. Tay Yoshitani
Chief Executive Officer

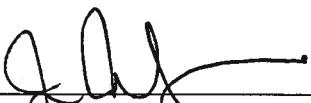
Date: 8-7-12

Date: 8/15/12

Authorized by Motion 2012-29

Authorized by Motion _____

Approved as to form:

By: 
Jordan Wagner
Senior Legal Counsel

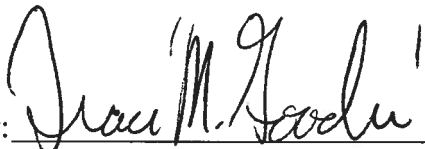
By: 
Traci M. Goodwin
Senior Port Counsel

EXHIBIT "A"

Contract Package Descriptions

South Link Light Rail and Roadway Project Design-Build Package

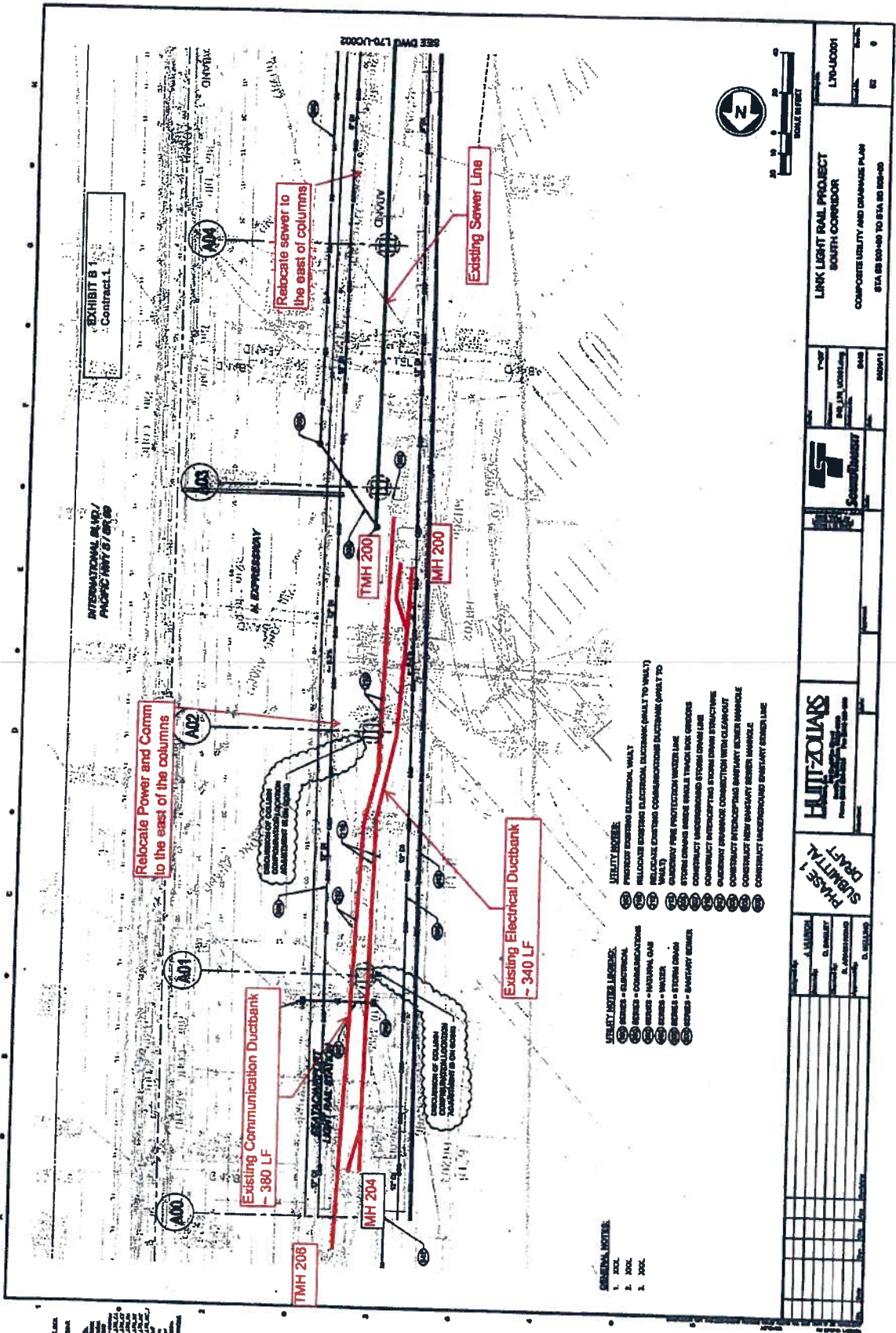
Contract Package 1: Relocation of Port Utilities for the South Link Project.

The Port shall design, permit and construct the relocation of three Port owned and operated utilities; approximately 380 LF of Power duct bank between Man Hole 200 to Man Hole 204; approximately 380 LF of communication duct bank between TMH 202 to TMH 206; and approximately 560 LF 8" Sanitary Sewer with four new Manholes. Work includes erosion control, traffic control, and pavement and landscape restoration.

Contract Package 2 Construction of the light rail guideway between Airport link Station and approximately South 200th St.

Sound Transit will contract using the Design/Build alternative contract delivery method to permit, design and build 1.6 miles of double-track Light Rail Transit (LRT) elevated line between the SeaTac/Airport Station and South 200th Street, with a terminal station at South 200th Street and 28th Ave S. in SeaTac, Washington. The scope includes all civil, architectural, and systems elements to provide a fully functioning light rail extension.

Light Rail Vehicles (LRV) and Supervisory Control and Data Acquisition (SCADA) equipment or software are not part of the scope of the proposed contract. Integrated testing and SCADA integration will be performed by ST staff and others, but will require support from the Contractor.



1. EXISTING UTILITIES
 2. PROPOSED UTILITIES
 3. EXISTING STRUCTURES
 4. PROPOSED STRUCTURES
 5. EXISTING EASMENTS
 6. PROPOSED EASMENTS
 7. EXISTING ROW
 8. PROPOSED ROW
 9. EXISTING ADJACENT PROPERTIES
 10. PROPOSED ADJACENT PROPERTIES
 11. EXISTING STREETS
 12. PROPOSED STREETS
 13. EXISTING RAIL CORRIDOR
 14. PROPOSED RAIL CORRIDOR
 15. EXISTING SIGNALING
 16. PROPOSED SIGNALING
 17. EXISTING TRACKS
 18. PROPOSED TRACKS
 19. EXISTING OVERCROSSINGS
 20. PROPOSED OVERCROSSINGS
 21. EXISTING UNDERCROSSINGS
 22. PROPOSED UNDERCROSSINGS
 23. EXISTING FENCES
 24. PROPOSED FENCES
 25. EXISTING LIGHTING
 26. PROPOSED LIGHTING
 27. EXISTING LANDSCAPE
 28. PROPOSED LANDSCAPE
 29. EXISTING TREES
 30. PROPOSED TREES
 31. EXISTING SIGNAGE
 32. PROPOSED SIGNAGE
 33. EXISTING UTILITIES NOT SHOWN
 34. PROPOSED UTILITIES NOT SHOWN
 35. EXISTING STRUCTURES NOT SHOWN
 36. PROPOSED STRUCTURES NOT SHOWN
 37. EXISTING EASMENTS NOT SHOWN
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 39. EXISTING ROW NOT SHOWN
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 41. EXISTING ADJACENT PROPERTIES NOT SHOWN
 42. PROPOSED ADJACENT PROPERTIES NOT SHOWN
 43. EXISTING STREETS NOT SHOWN
 44. PROPOSED STREETS NOT SHOWN
 45. EXISTING RAIL CORRIDOR NOT SHOWN
 46. PROPOSED RAIL CORRIDOR NOT SHOWN
 47. EXISTING SIGNALING NOT SHOWN
 48. PROPOSED SIGNALING NOT SHOWN
 49. EXISTING TRACKS NOT SHOWN
 50. PROPOSED TRACKS NOT SHOWN
 51. EXISTING OVERCROSSINGS NOT SHOWN
 52. PROPOSED OVERCROSSINGS NOT SHOWN
 53. EXISTING UNDERCROSSINGS NOT SHOWN
 54. PROPOSED UNDERCROSSINGS NOT SHOWN
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 56. PROPOSED FENCES NOT SHOWN
 57. EXISTING LIGHTING NOT SHOWN
 58. PROPOSED LIGHTING NOT SHOWN
 59. EXISTING LANDSCAPE NOT SHOWN
 60. PROPOSED LANDSCAPE NOT SHOWN
 61. EXISTING TREES NOT SHOWN
 62. PROPOSED TREES NOT SHOWN
 63. EXISTING SIGNAGE NOT SHOWN
 64. PROPOSED SIGNAGE NOT SHOWN

EXHIBIT B 1
 Contract 1

INTERNATIONAL BLVD/
 PACIFIC HWY 57 (R/W)

Relocate Power and Comm
 to the east of the columns

Existing Communication Ductbank
 - 380 LF

Relocate sewer to
 the east of columns

Existing Electrical Ductbank
 - 340 LF

Existing Sewer Line

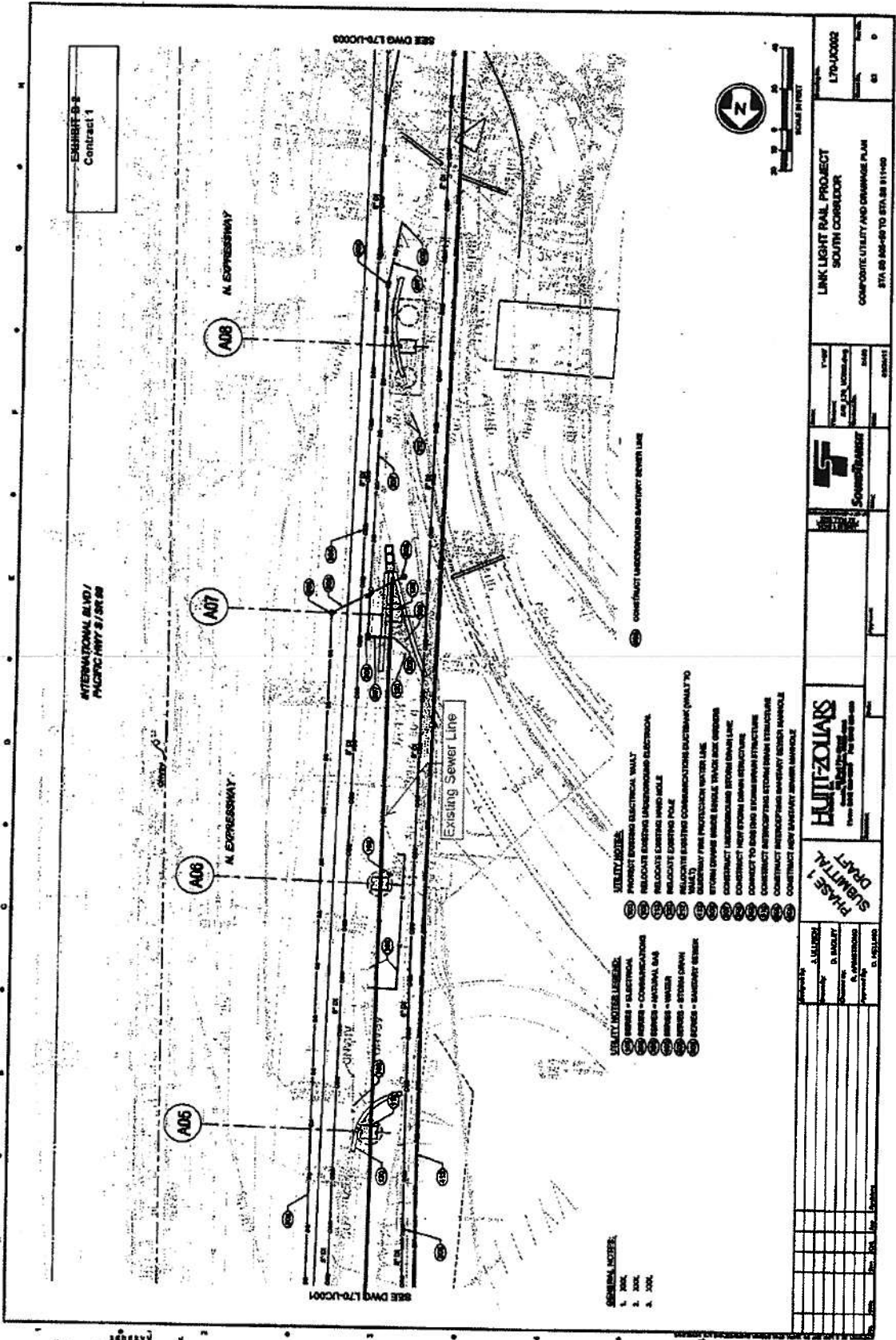
GENERAL NOTES:
 1. SEE
 2. SEE
 3. SEE

UTILITY NOTES:
 1. EXISTING ELECTRICAL
 2. EXISTING COMMUNICATIONS
 3. EXISTING GAS
 4. EXISTING WATER
 5. EXISTING STORM DRAIN
 6. EXISTING SEWER

UTILITY NOTES:
 1. PROPOSED ELECTRICAL (WALL TO WALL)
 2. PROPOSED COMMUNICATIONS (WALL TO WALL)
 3. PROPOSED GAS (WALL TO WALL)
 4. PROPOSED WATER (WALL TO WALL)
 5. PROPOSED STORM DRAIN (WALL TO WALL)
 6. PROPOSED SEWER (WALL TO WALL)
 7. PROPOSED ELECTRICAL (UNDERGROUND)
 8. PROPOSED COMMUNICATIONS (UNDERGROUND)
 9. PROPOSED GAS (UNDERGROUND)
 10. PROPOSED WATER (UNDERGROUND)
 11. PROPOSED STORM DRAIN (UNDERGROUND)
 12. PROPOSED SEWER (UNDERGROUND)
 13. PROPOSED ELECTRICAL (OVERHEAD)
 14. PROPOSED COMMUNICATIONS (OVERHEAD)
 15. PROPOSED GAS (OVERHEAD)
 16. PROPOSED WATER (OVERHEAD)
 17. PROPOSED STORM DRAIN (OVERHEAD)
 18. PROPOSED SEWER (OVERHEAD)



LINK LIGHT RAIL PROJECT SOUTH CORRIDOR COMPOSITE UTILITY AND DRAINAGE PLAN STA 88+00.00 TO 91+00.00		SHEET NO. 02	PROJECT NO. LTR-0001
PHASE 1 SUBMITTAL DRAFT		DATE 04/03/2011	SCALE AS SHOWN
HUTTENBACH ENGINEERS, INC.		PROJECT MANAGER [Signature]	CHECKED [Signature]



EMBERT 2-2
Contract 1

INTERNATIONAL BLVD /
PACIFIC HWY S / SR 89

N EXPRESSWAY

N EXPRESSWAY

Existing Sewer Line

SEE DWG L70-LJ003

SEE DWG L70-LJ001



SCALE: 1" = 40'

- UTILITY NOTES:**
- 1. PROVIDE EXISTING ELECTRICAL WALK
 - 2. RELOCATE EXISTING UNDERGROUND ELECTRICITY
 - 3. RELOCATE EXISTING WIND TOWER
 - 4. RELOCATE EXISTING POLE
 - 5. RELOCATE EXISTING COMMUNICATIONS DUCTS/CONDUITS TO NEWLY CONSTRUCTED UNDERGROUND UTILITY TRENCHES
 - 6. EXISTING UNDERGROUND WATER LINE
 - 7. EXISTING UNDERGROUND SEWER LINE
 - 8. EXISTING UNDERGROUND GAS LINE
 - 9. EXISTING UNDERGROUND FIBER OPTIC CABLE
 - 10. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 11. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 12. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 13. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 14. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 15. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 16. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 17. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 18. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 19. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 20. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 21. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 22. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 23. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 24. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 25. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 26. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 27. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 28. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 29. EXISTING UNDERGROUND STRUCTURAL BRICK
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 - 36. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 37. EXISTING UNDERGROUND STRUCTURAL BRICK
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 - 45. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 46. EXISTING UNDERGROUND STRUCTURAL CONCRETE
 - 47. EXISTING UNDERGROUND STRUCTURAL STEEL
 - 48. EXISTING UNDERGROUND STRUCTURAL ALUMINUM
 - 49. EXISTING UNDERGROUND STRUCTURAL BRICK
 - 50. EXISTING UNDERGROUND STRUCTURAL CONCRETE

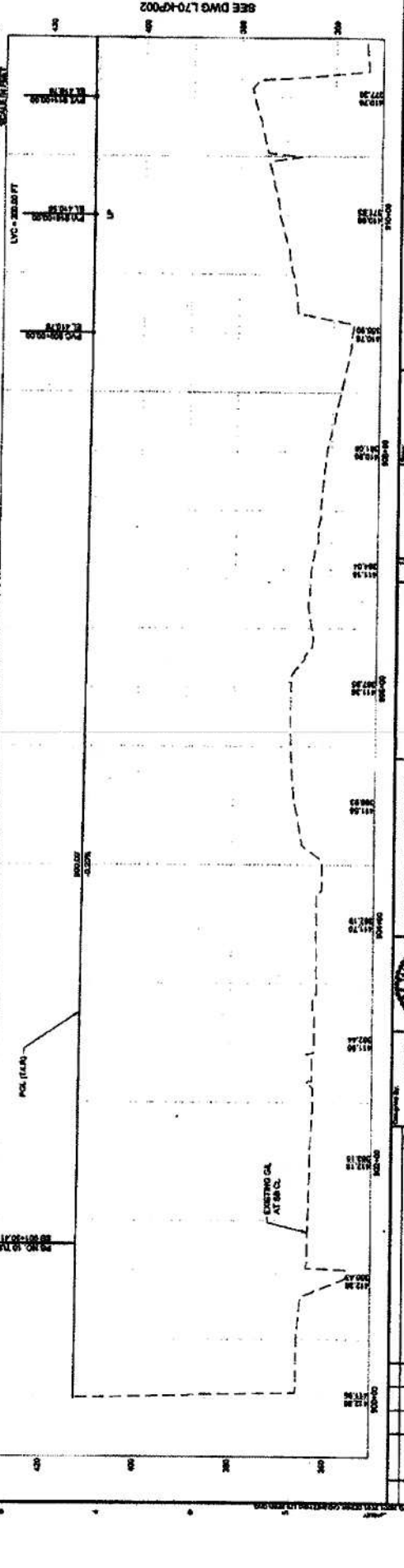
GENERAL NOTES:

- 1. 200'
- 2. 300'
- 3. 400'

<p>LINK LIGHT RAIL PROJECT SOUTH CORRIDOR COMPOSITE UTILITY AND DRAINAGE PLAN STA. 88+00 TO STA. 88+11+00</p>		<p>L70-LJ002</p>
<p>DATE: 03/11/2011</p>		<p>SCALE: 1" = 40'</p>
<p>PROJECT: LINK LIGHT RAIL PROJECT</p>		<p>DESIGNER: [Signature]</p>
<p>CLIENT: [Signature]</p>		<p>CHECKED: [Signature]</p>
<p>APPROVED: [Signature]</p>		<p>DATE: 03/11/2011</p>
<p>PHASE 1 SOUTH CORRIDOR COMPOSITE UTILITY AND DRAINAGE PLAN</p>		
<p>PROJECT NO. L70-LJ002</p>		
<p>DATE: 03/11/2011</p>		
<p>SCALE: 1" = 40'</p>		
<p>PROJECT: LINK LIGHT RAIL PROJECT</p>		
<p>CLIENT: [Signature]</p>		
<p>DESIGNER: [Signature]</p>		
<p>CHECKED: [Signature]</p>		
<p>APPROVED: [Signature]</p>		
<p>DATE: 03/11/2011</p>		



CURVE 68 2ND		CURVE 180 3RD		CURVE 87 3RD	
P STA	P STA	P STA	P STA	P STA	P STA
87+00.00	170+00.00	170+00.00	300+00.00	213+00.00	213+00.00
87+00.00	170+00.00	170+00.00	300+00.00	213+00.00	213+00.00
87+00.00	170+00.00	170+00.00	300+00.00	213+00.00	213+00.00
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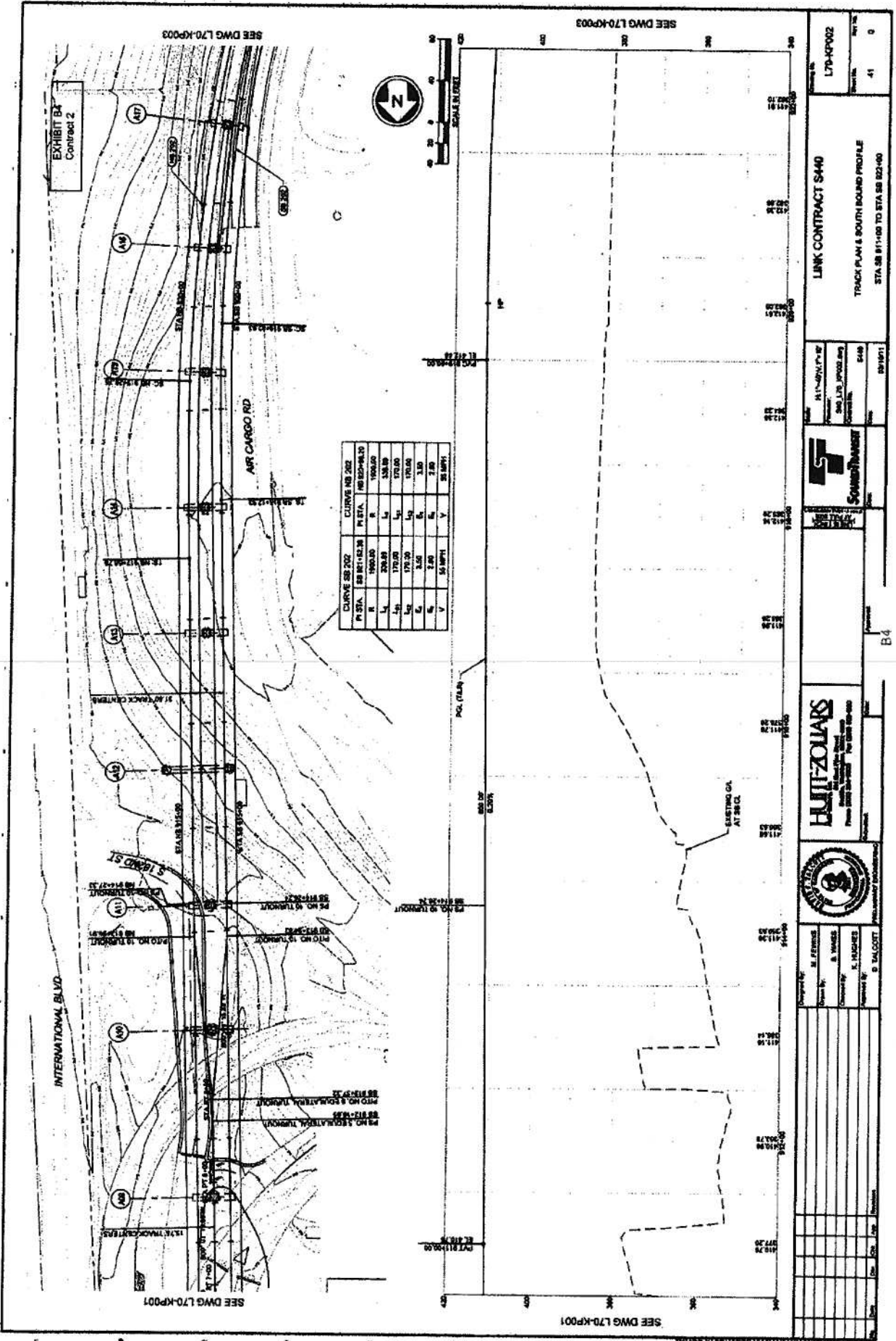
SEE DWG L70-KP002

SEE DWG L70-KP002

CONTRACT NO. 07-0000-0001
 PROJECT NO. 07-0000-0001
 SHEET NO. 07-0000-0001-001
 DATE 11/11/2009
 DRAWN BY J. LAMBERT
 CHECKED BY J. LAMBERT
 APPROVED BY J. LAMBERT
 CONSULTANT: HUITZCOWERS
 ADDRESS: 1110 S. MICHIGAN AVE., SUITE 200, ANIMAS, CO. 81001
 PHONE: 719.338.8800
 FAX: 719.338.8801
 EMAIL: SALES@HUITZCOWERS.COM
 WWW.HUITZCOWERS.COM

		LINK CONTRACT S440 TRACK PLAN & SOUTH BOUND PROFILE STA 38 800+00 TO STA 58 811+00		L70-KP001
PROJECT NO. 07-0000-0001 SHEET NO. 07-0000-0001-001	CONTRACT NO. 07-0000-0001	DATE 11/11/2009	DRAWN BY J. LAMBERT	CHECKED BY J. LAMBERT
APPROVED BY J. LAMBERT	HUITZCOWERS	1110 S. MICHIGAN AVE., SUITE 200 ANIMAS, CO. 81001	PHONE 719.338.8800 FAX 719.338.8801 EMAIL SALES@HUITZCOWERS.COM WWW.HUITZCOWERS.COM	PROJECT NO. 07-0000-0001 SHEET NO. 07-0000-0001-001
CONTRACT NO. 07-0000-0001	PROJECT NO. 07-0000-0001	SHEET NO. 07-0000-0001-001	DATE 11/11/2009	DRAWN BY J. LAMBERT
CHECKED BY J. LAMBERT	APPROVED BY J. LAMBERT	HUITZCOWERS	1110 S. MICHIGAN AVE., SUITE 200 ANIMAS, CO. 81001	PHONE 719.338.8800 FAX 719.338.8801 EMAIL SALES@HUITZCOWERS.COM WWW.HUITZCOWERS.COM

B 3
 CONTRACT NO. 07-0000-0001
 PROJECT NO. 07-0000-0001
 SHEET NO. 07-0000-0001-001



SEE DWG L70-KP003

SEE DWG L70-KP001

SEE DWG L70-KP003

SEE DWG L70-KP001

CURVE SB 202		CURVE NB 202	
P.C. STA.	P.T. STA.	P.C. STA.	P.T. STA.
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25	200.00	25	200.00
35	300.00	35	300.00
45	400.00	45	400.00
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375	3700.00	375	3700.00
385	3800.00	385	3800.00
395	3900.00	395	3900.00
405	4000.00	405	4000.00
415	4100.00	415	4100.00
425	4200.00	425	4200.00
435	4300.00	435	4300.00
445	4400.00	445	4400.00
455	4500.00	455	4500.00
465	4600.00	465	4600.00
475	4700.00	475	4700.00
485	4800.00	485	4800.00
495	4900.00	495	4900.00
505	5000.00	505	5000.00
515	5100.00	515	5100.00
525	5200.00	525	5200.00
535	5300.00	535	5300.00
545	5400.00	545	5400.00
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775	7700.00	775	7700.00
785	7800.00	785	7800.00
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845	8400.00	845	8400.00
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975	9700.00	975	9700.00
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1005	10000.00	1005	10000.00



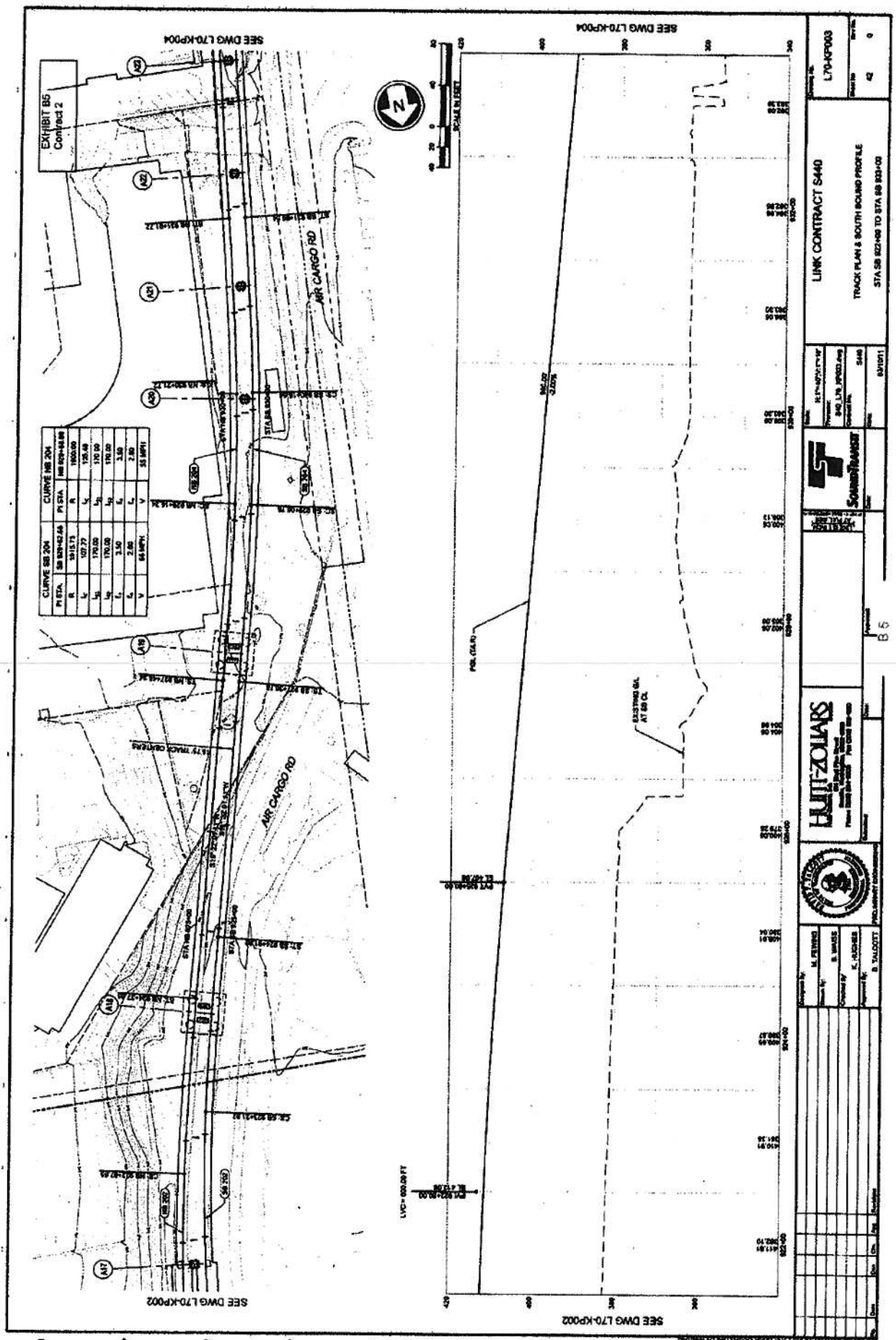
LINK CONTRACT S440
TRACK PLAN & SOUTH BOUND PROFILE
STA SB 811+00 TO STA SB 822+00

HUTZIGERS
Professional Engineers & Surveyors
1000 N. Main St., Suite 200, Denver, CO 80202
Phone: 303.733.8888 Fax: 303.733.8889

Checked by: J. FERRELL	Scale: N 1"=400' P 1"=80'
Drawn by: B. HANSEN	Sheet No. L70-KP002 (of 2)
Computed by: K. HANSEN	Date: 04/11/02
Reviewed by: S. BALCOOT	Contract No. S440

Project No. S440
Sheet No. L70-KP002 (of 2)

2002
12
11
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09
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07
06
05
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03
02
01
00



CURVE SB 204		CURVE NB 204	
P.C. STA.	P.T. STA.	P.C. STA.	P.T. STA.
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103+83.17	105+39.17	103+83.17	105+39.17
105+39.17	106+95.17	105+39.17	106+95.17
106+95.17	108+51.17	106+95.17	108+51.17
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120+99.17	122+55.17	120+99.17	122+55.17
122+55.17	124+11.17	122+55.17	124+11.17
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125+67.17	127+23.17	125+67.17	127+23.17
127+23.17	128+79.17	127+23.17	128+79.17
128+79.17	130+35.17	128+79.17	130+35.17
130+35.17	131+91.17	130+35.17	131+91.17
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133+47.17	135+03.17	133+47.17	135+03.17
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136+59.17	138+15.17	136+59.17	138+15.17
138+15.17	139+71.17	138+15.17	139+71.17
139+71.17	141+27.17	139+71.17	141+27.17
141+27.17	142+83.17	141+27.17	142+83.17
142+83.17	144+39.17	142+83.17	144+39.17
144+39.17	145+95.17	144+39.17	145+95.17
145+95.17	147+51.17	145+95.17	147+51.17
147+51.17	149+07.17	147+51.17	149+07.17
149+07.17	150+63.17	149+07.17	150+63.17
150+63.17	152+19.17	150+63.17	152+19.17
152+19.17	153+75.17	152+19.17	153+75.17
153+75.17	155+31.17	153+75.17	155+31.17
155+31.17	156+87.17	155+31.17	156+87.17
156+87.17	158+43.17	156+87.17	158+43.17
158+43.17	160+00.00	158+43.17	160+00.00

SEE DWG L70-KP002

SEE DWG L70-KP004

SEE DWG L70-KP004

SEE DWG L70-KP002

LINK CONTRACT S440

TRACK PLAN & SOUTH BOUND PROFILE

STA 58+00 TO STA 83+00

DATE: 04/11/17

PROJECT: S440 LINK CONTRACT S440

CONTRACT NO: S440

SCALE: AS SHOWN

HUTZORN

INCORPORATED

10000 W. 10TH AVE., SUITE 100

DENVER, CO 80202

TEL: 303.751.1000

FAX: 303.751.1001

DESIGNED BY: M. PERINIS

CHECKED BY: B. WALKER

APPROVED BY: K. HUBNER

DATE: 04/11/17

LINK CONTRACT S440

TRACK PLAN & SOUTH BOUND PROFILE

STA 58+00 TO STA 83+00

DATE: 04/11/17

PROJECT: S440 LINK CONTRACT S440

CONTRACT NO: S440

SCALE: AS SHOWN

DESIGNED BY: M. PERINIS

CHECKED BY: B. WALKER

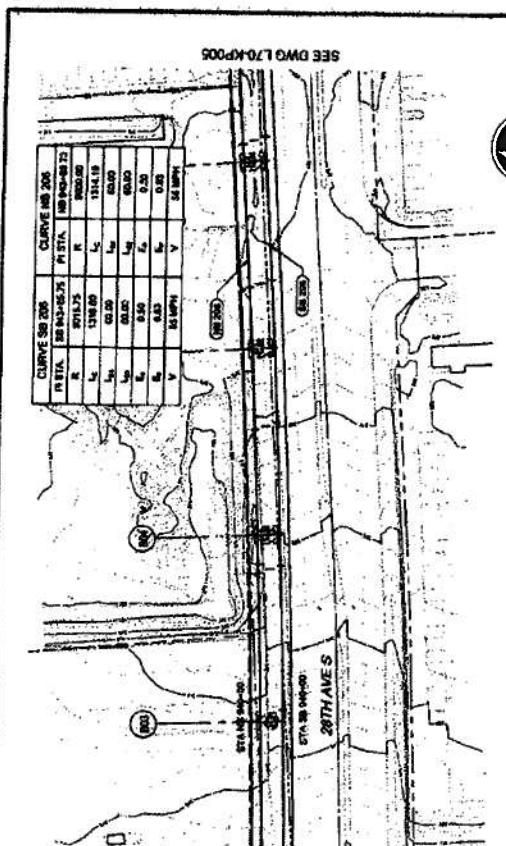
APPROVED BY: K. HUBNER

DATE: 04/11/17

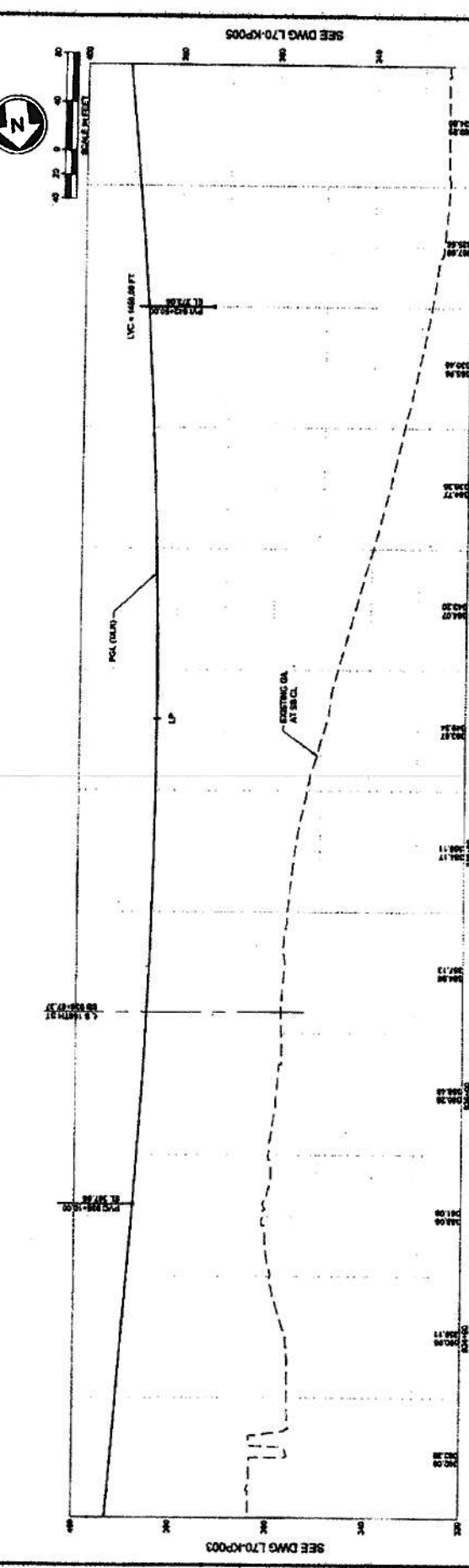
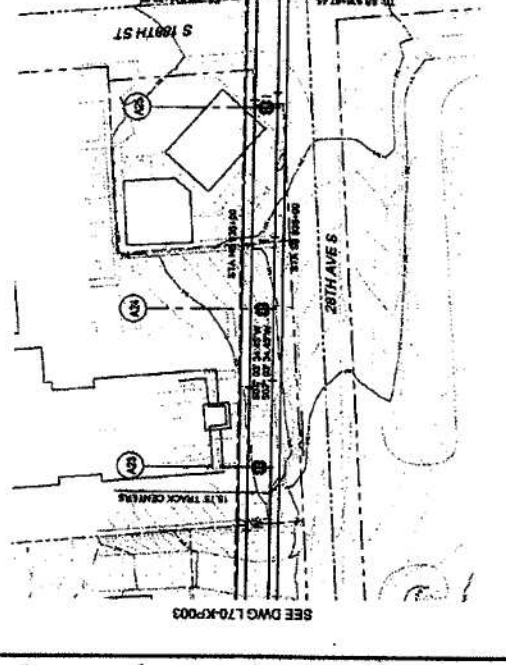
LINK CONTRACT S440

TRACK PLAN & SOUTH BOUND PROFILE

STA 58+00 TO STA 83+00

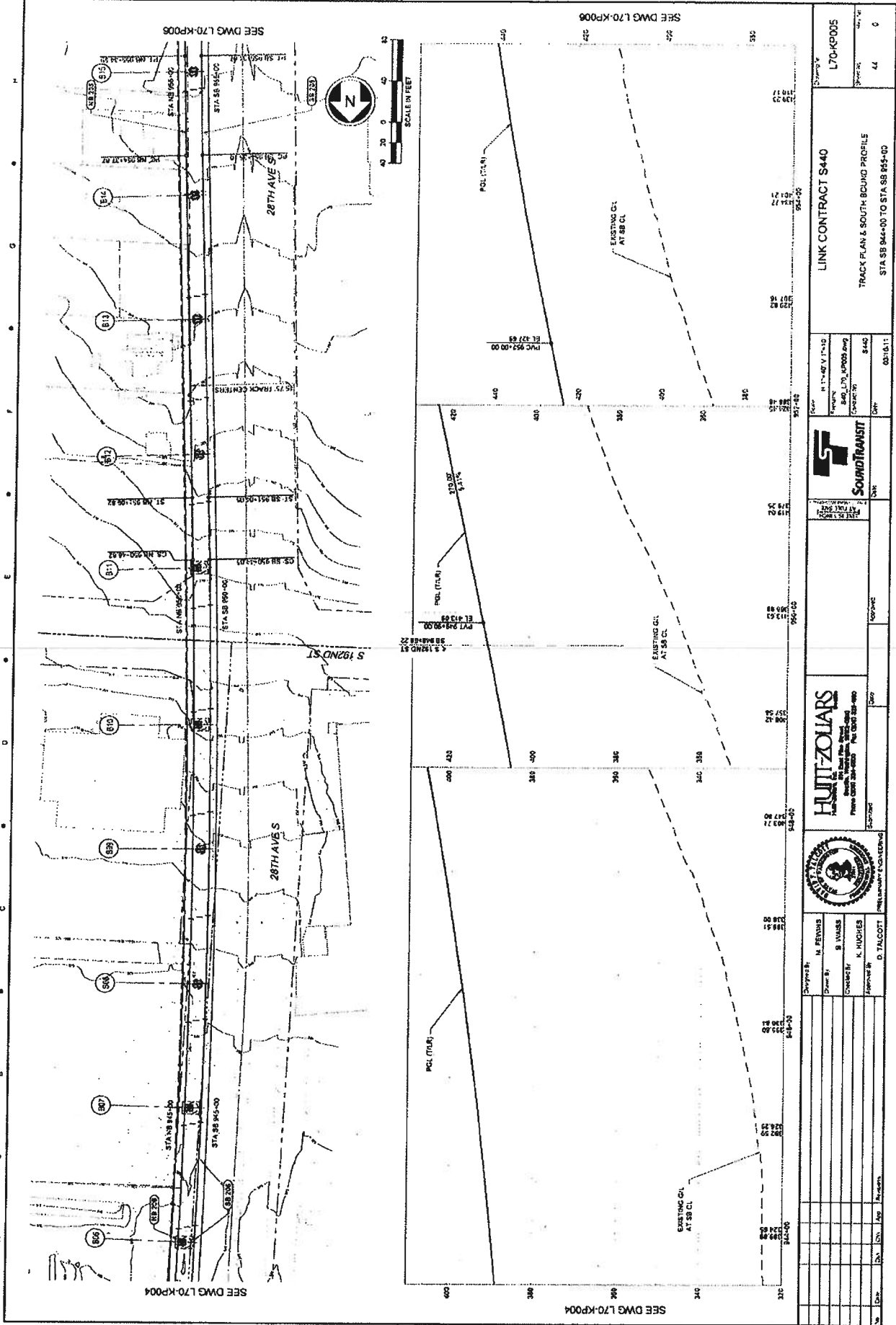


CURVE SA 205			CURVE SA 206		
PI STA.	PC STA.	PT STA.	PI STA.	PC STA.	PT STA.
0+14.75	0+00.00	0+00.00	0+14.75	0+00.00	0+00.00
20.00	20.00	20.00	20.00	20.00	20.00
3.28	3.28	3.28	3.28	3.28	3.28
60.00	60.00	60.00	60.00	60.00	60.00
0.50	0.50	0.50	0.50	0.50	0.50
61.50	61.50	61.50	61.50	61.50	61.50
0.50	0.50	0.50	0.50	0.50	0.50



SEE DWG L70-KP005		SEE DWG L70-KP005	
CONTRACTOR: SOUTHTRANSIT PROJECT NO: 2440 DRAWING NO: L70-KP004		LINK CONTRACT SA40 TRACK PLAN & SOUTH BOUND PROFILE STA 00+00 TO STA 08+44.00	
CLIENT: SOUTHTRANSIT PROJECT: SALT LAKE UPRON-AM SHEET NO: L70-KP004		DESIGNER: D. SALCOTT CHECKED BY: E. HARRIS DATE: 10/20/2010	
EXHIBIT B5 - Contract 2			
SEE DWG L70-KP003			

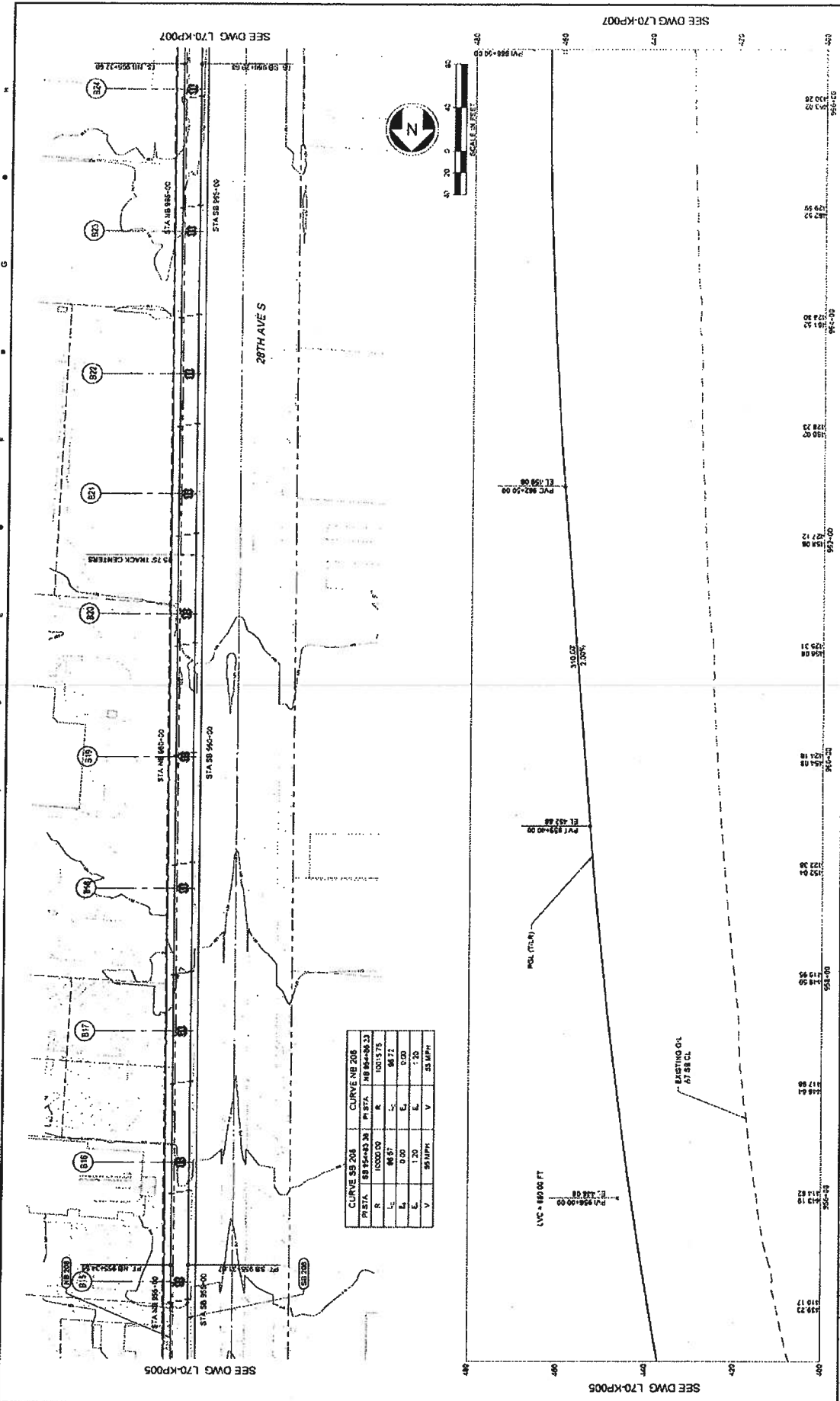
DATE: 10/20/2010
 TIME: 10:50 AM
 FILE: L70-KP004.dwg
 USER: dsalcott
 PLOTTER: HP DesignJet 5000 Series
 PLOTTING: dsalcott



- SEE DWG L70-KP004
- SEE DWG L70-KP005

 HUITZOLIERS ENGINEERS 1500 W. 10th Street, Suite 100 Phoenix, AZ 85007 Phone: (602) 251-2222 Fax: (602) 251-2222	 SOUND TRANSIT 1200 5th Avenue Seattle, WA 98101	LINK CONTRACT S440 TRACK PLAN & SOUTH BOUND PROFILE STA SB 944+00 TO STA SB 845+00	
		Drawing No. L70-KP005 Sheet No. 44 of 6	Date: 03/10/11
Client: Sound Transit Project: Link Light Rail Contract: S440 Date: 03/10/11		Designer: M. PERAINO Checker: S. WALKER Approver: K. HUGHES Engineer: D. TALCOTT	Date: _____ Drawn: _____ Laid: _____ Revised: _____

B7



CURVE SB 208		CURVE NB 208	
PI STA	887.92+43.31	PI STA	901.57+75
R	10000.00	R	10015.75
L	84.87	L	84.72
E	0.00	E	0.00
V	1.20	V	1.20
V	55 MPH	V	55 MPH

SEE DWG L70-KP005

SEE DWG L70-KP007

28TH AVE S

0.75 TRACK CENTERS

LINK CONTRACT S440

TRACK PLAN & SOUTH BOUND PROFILE

STA. SB 885+00 TO STA. SB 935+00

DATE: 11/11/2011

PROJECT: L70-KP006

SCALE: 1"=40'

DESIGNED BY: J. FEWERS

CHECKED BY: B. WADES

APPROVED BY: K. HUGHES

PROJECT ENGINEER: D. TALCOTT

PROJECT: SOUND TRANSIT

CLIENT: SOUND TRANSIT

DATE: 11/11/2011

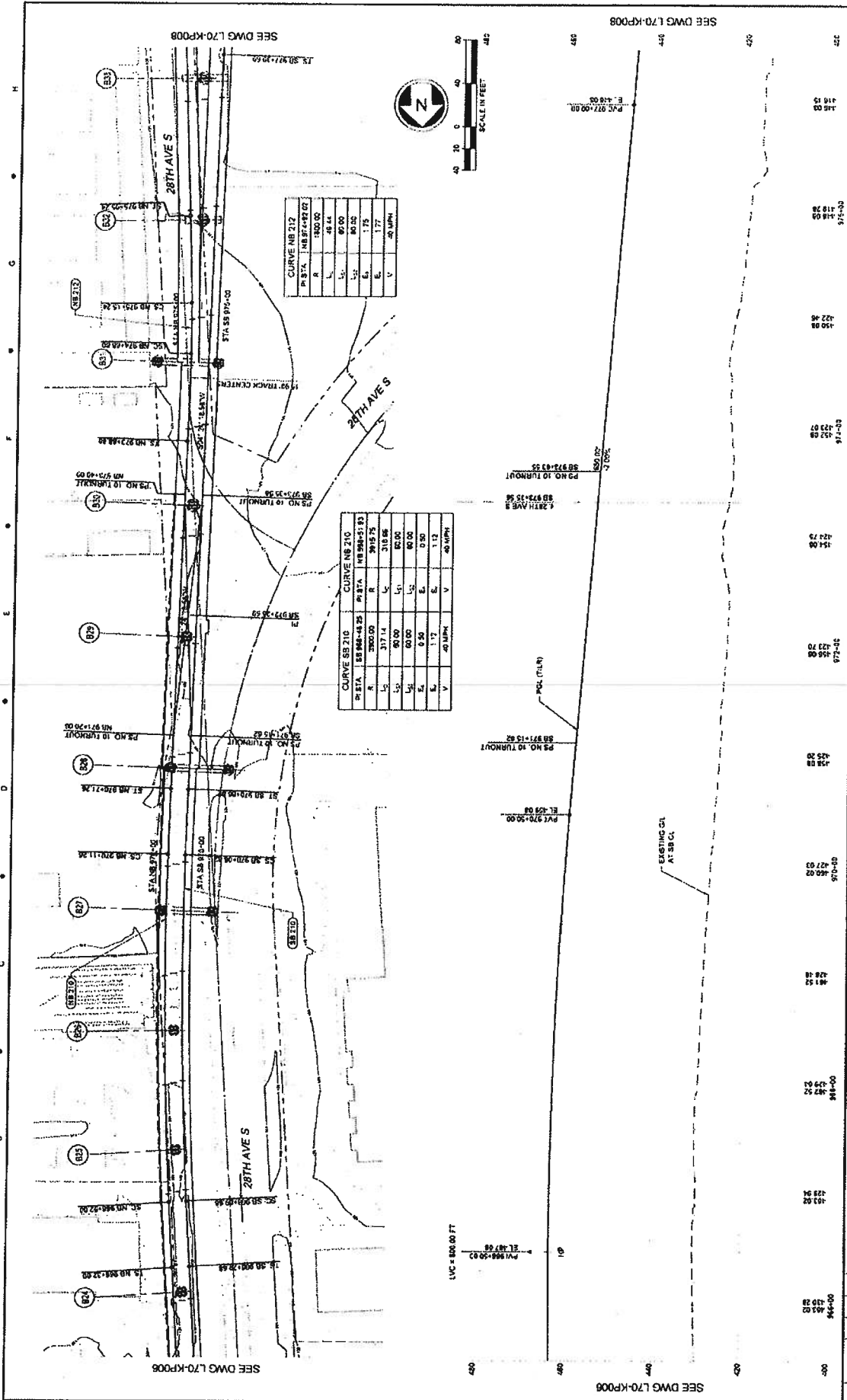
PROJECT: L70-KP006

DATE: 11/11/2011

PROJECT: L70-KP006

DATE: 11/11/2011

B8



SEE DWG L70-KP008

P	S	T	A
970.00	971.44	972.88	974.32
R	48.84		
L	90.00		
L ₂	80.00		
L ₃	7.75		
E	1.77		
V	48 MPH		

SEE DWG L70-KP006

P	S	T	A
970.00	971.14	972.28	973.42
R	300.00		
L	317.14		
L ₂	60.00		
L ₃	60.00		
E	0.50		
V	1.12		
V	40 MPH		

SEE DWG L70-KP008

SEE DWG L70-KP006

Station	Profile	Plan
970+00	970+00	970+00
971+00	971+00	971+00
972+00	972+00	972+00
973+00	973+00	973+00
974+00	974+00	974+00
975+00	975+00	975+00
976+00	976+00	976+00
977+00	977+00	977+00
978+00	978+00	978+00

HULTI-ZOLLARS
Professional Engineers
3000 W. 10th Avenue, Suite 100
Denver, CO 80202
Phone: 303.733.4400 Fax: 303.733.4401



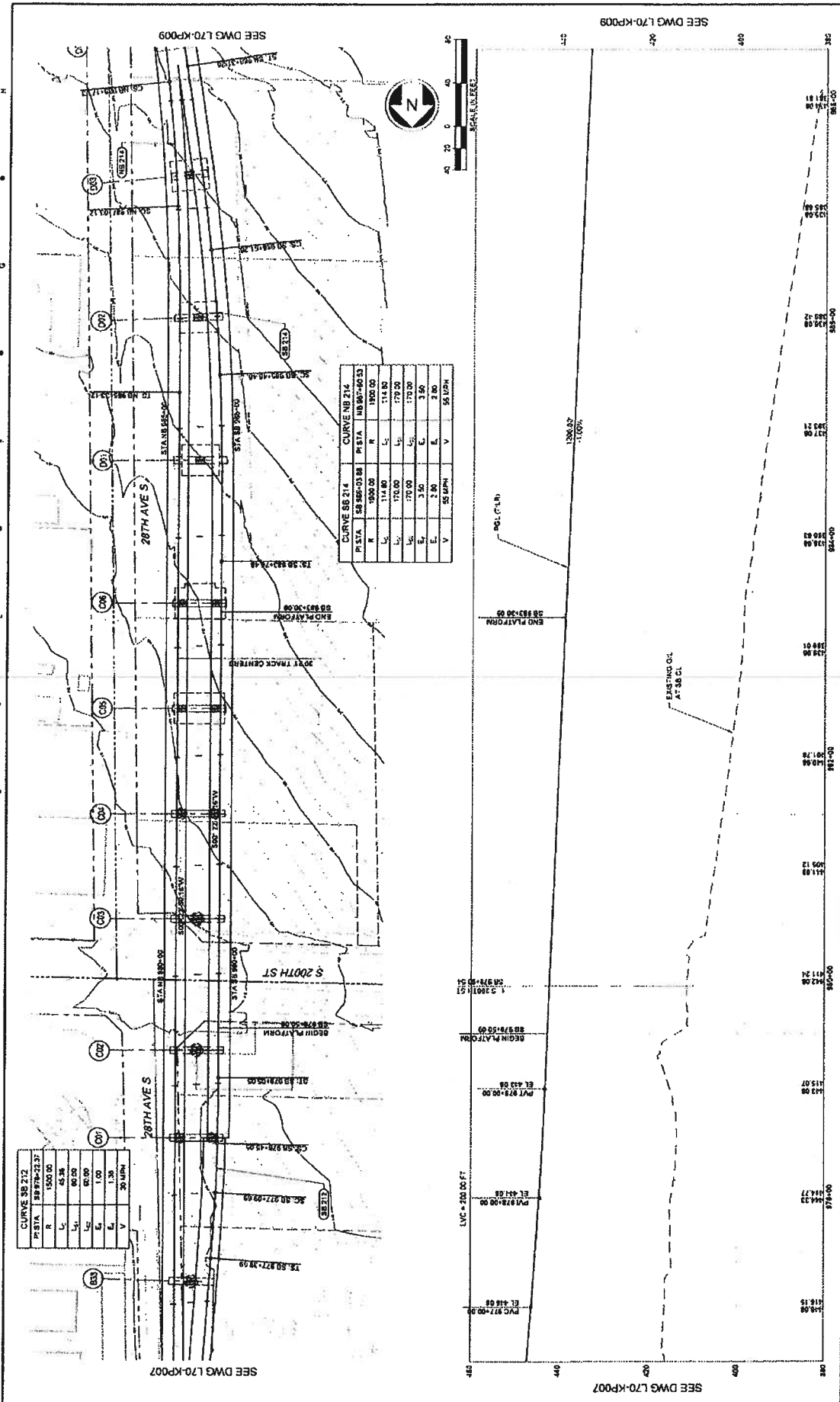
Checked By	M. FERDINAND
Designed By	B. WAGNER
Drawn By	K. HUGHES
Accepted By	D. TALCOTT

SOUND TRANSIT
3000 W. 10th Avenue, Suite 100
Denver, CO 80202
Phone: 303.733.4400 Fax: 303.733.4401

LINK CONTRACT S440
TRACK PLAN & SOUTH BOUND PROFILE
STA. SB 966+00 TO STA. SB 977+00

Sheet No.	45
Scale	1" = 40'
Date	03-10-11
Project No.	S440

B9



CURVE SB 214		CURVE NB 214	
P STA	E	P STA	E
38+00.00	0.00	38+00.00	0.00
38+10.00	114.80	38+10.00	114.80
38+20.00	170.00	38+20.00	170.00
38+30.00	214.80	38+30.00	214.80
38+40.00	245.00	38+40.00	245.00
38+50.00	258.00	38+50.00	258.00
38+60.00	261.00	38+60.00	261.00
38+70.00	263.00	38+70.00	263.00
38+80.00	264.00	38+80.00	264.00
38+90.00	264.00	38+90.00	264.00
39+00.00	263.00	39+00.00	263.00
39+10.00	261.00	39+10.00	261.00
39+20.00	258.00	39+20.00	258.00
39+30.00	254.00	39+30.00	254.00
39+40.00	249.00	39+40.00	249.00
39+50.00	243.00	39+50.00	243.00
39+60.00	236.00	39+60.00	236.00
39+70.00	228.00	39+70.00	228.00
39+80.00	219.00	39+80.00	219.00
39+90.00	209.00	39+90.00	209.00
40+00.00	198.00	40+00.00	198.00
40+10.00	186.00	40+10.00	186.00
40+20.00	173.00	40+20.00	173.00
40+30.00	159.00	40+30.00	159.00
40+40.00	144.00	40+40.00	144.00
40+50.00	128.00	40+50.00	128.00
40+60.00	111.00	40+60.00	111.00
40+70.00	93.00	40+70.00	93.00
40+80.00	74.00	40+80.00	74.00
40+90.00	54.00	40+90.00	54.00
41+00.00	33.00	41+00.00	33.00
41+10.00	11.00	41+10.00	11.00
41+20.00	-11.00	41+20.00	-11.00
41+30.00	-32.00	41+30.00	-32.00
41+40.00	-51.00	41+40.00	-51.00
41+50.00	-68.00	41+50.00	-68.00
41+60.00	-83.00	41+60.00	-83.00
41+70.00	-96.00	41+70.00	-96.00
41+80.00	-107.00	41+80.00	-107.00
41+90.00	-116.00	41+90.00	-116.00
42+00.00	-123.00	42+00.00	-123.00

CURVE SB 212	
P STA	E
38+00.00	0.00
38+10.00	45.38
38+20.00	80.00
38+30.00	104.00
38+40.00	117.38
38+50.00	120.00
38+60.00	121.00
38+70.00	120.00
38+80.00	117.38
38+90.00	113.00
39+00.00	107.00
39+10.00	99.00
39+20.00	89.00
39+30.00	77.00
39+40.00	63.00
39+50.00	47.00
39+60.00	29.00
39+70.00	9.00
39+80.00	-12.00
39+90.00	-31.00
40+00.00	-48.00
40+10.00	-63.00
40+20.00	-76.00
40+30.00	-87.00
40+40.00	-96.00
40+50.00	-103.00
40+60.00	-108.00
40+70.00	-111.00
40+80.00	-112.00
40+90.00	-111.00
41+00.00	-108.00
41+10.00	-103.00
41+20.00	-96.00
41+30.00	-87.00
41+40.00	-76.00
41+50.00	-63.00
41+60.00	-48.00
41+70.00	-31.00
41+80.00	-12.00
41+90.00	9.00
42+00.00	29.00

SEE DWG L70-KP007

SEE DWG L70-KP009

LINK CONTRACT S440

TRACK PLAN & SOUND PROFILE

STA SB 377+00 TO STA SB 568+00

DATE: 03/10/11

SCALE: AS SHOWN

PROJECT: L70-KP008

CLIENT: SOUNDTRANSIT

DESIGNED BY: M. FENNIS

CHECKED BY: B. WALES

APPROVED BY: K. HUGHES

DATE: 03/10/11

SCALE: AS SHOWN

SEE DWG L70-KP007

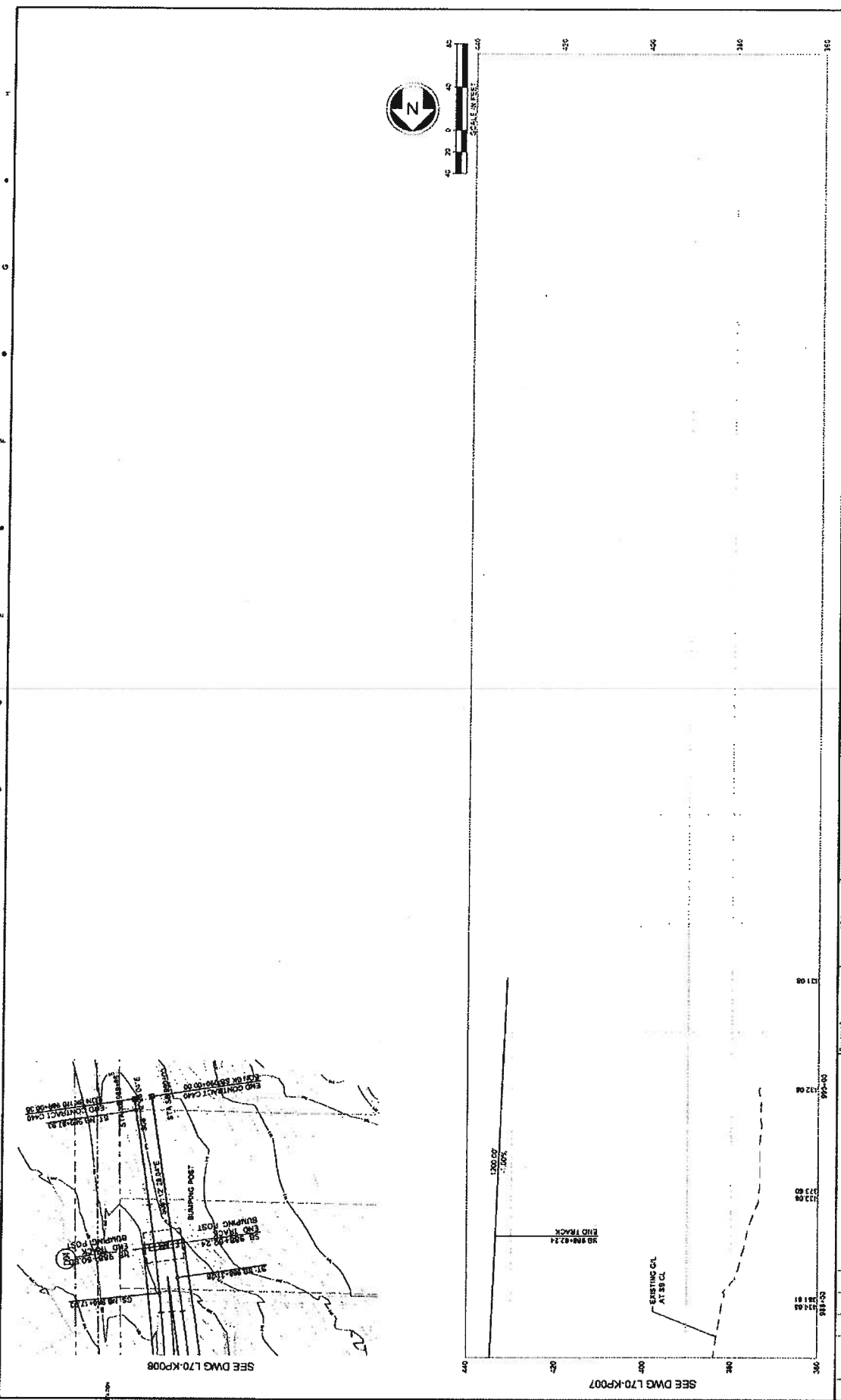
SEE DWG L70-KP009

LINK CONTRACT S440

TRACK PLAN & SOUND PROFILE

STA SB 377+00 TO STA SB 568+00

B10



LINK CONTRACT S440 TRACK PLAN & SOUTH BOUND PROFILE STA 55 838+00 TO STA 55 989+00			SHEET No. L70-KP009	TOTAL SHEETS 45	DATE 0
SCALE H 1"=40' V 1"=10' DRAWN BY SAC, LTD. PROJECTING ENG. CHECKED BY S440		DATE 31.10.11			
 SOUND TRANSIT <small>TRANSIT AUTHORITY OF SOUTHERN CALIFORNIA</small>		 HUITZOLARS <small>ENGINEERING ARCHITECTURE</small> 14301 25th St, Suite 300, San Diego, CA 92128 Phone: (619) 551-0050 Fax: (619) 551-0055			
PROJECT PRELIMINARY TRACKING			DRAWN BY M. FEMINS CHECKED BY B. NILES K. HUGHES APPROVED BY D. YALCOTT		
DATE 11.10.11			11.10.11		
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11.10.11			11.10.11		

B11

EXHIBIT C

Port of Seattle Utility Relocation Contract #1 Schedule

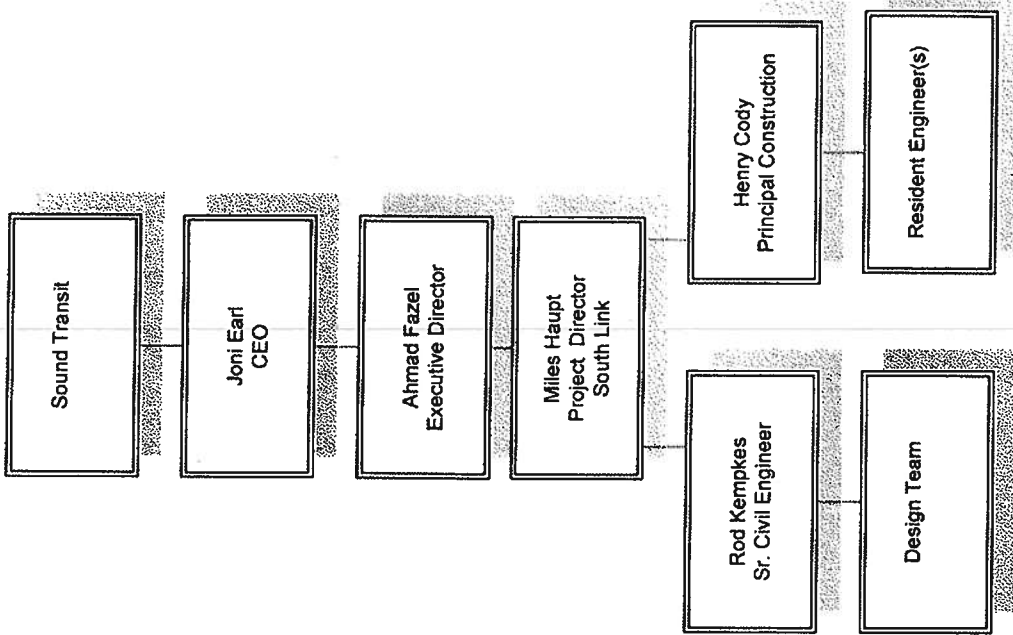
Advertisement	August 15, 2012
Notice to Proceed	December 11, 2012
Late Construction Completion Date	March 20, 2013

EXHIBIT C

Sound Transit South Link Contract #2 Schedule

Proposals Due	June 26, 2012
Notice to Proceed	September 1, 2012
Early Construction Complete Date	March 22, 2016
Late Revenue Service Date	September 24, 2016

EXHIBIT D
Sound Transit Organization Chart
South Link



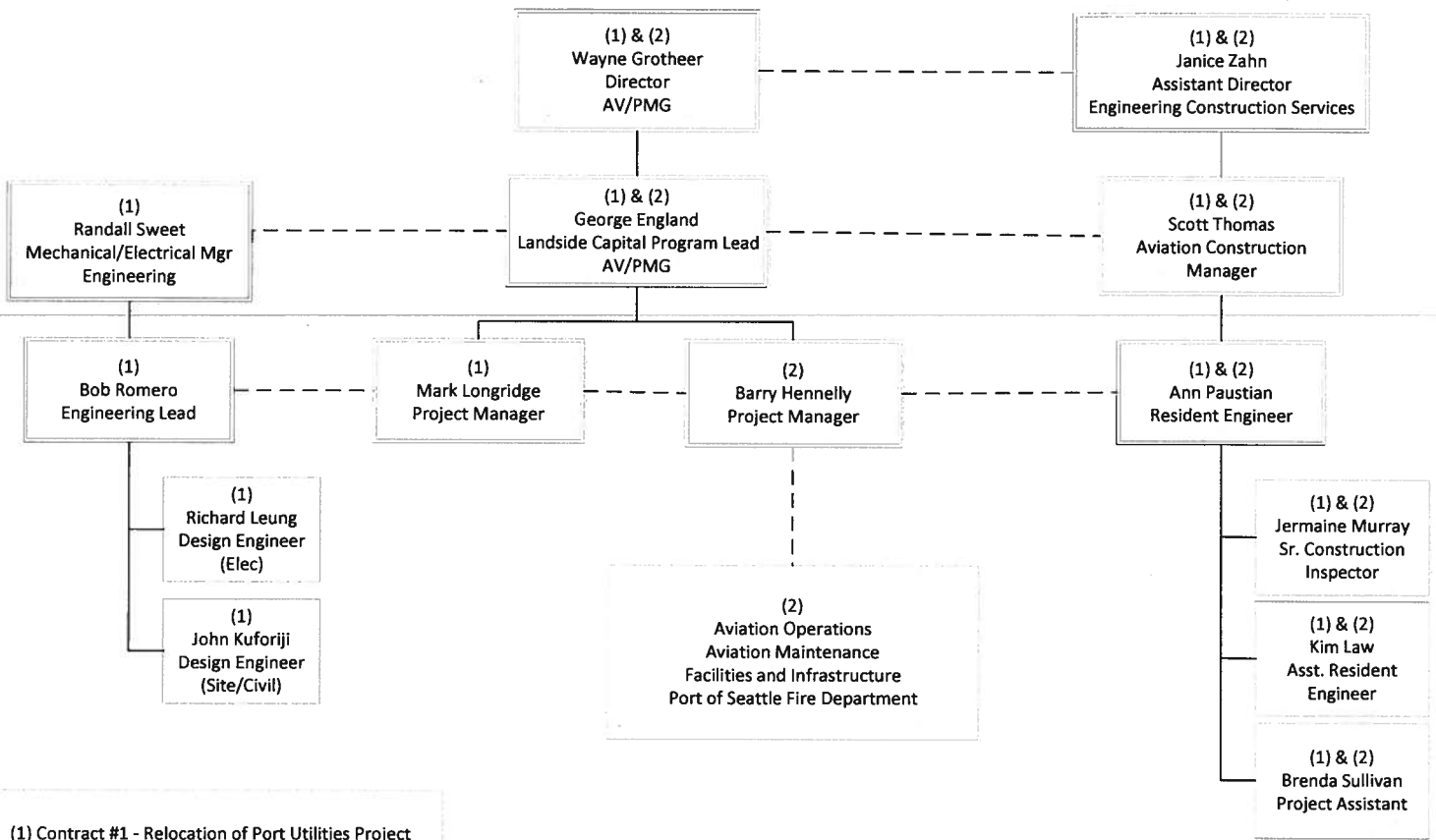
**Port of Seattle Org Chart
South Link Project**



Engineering

Project Management

Construction Management



(1) Contract #1 - Relocation of Port Utilities Project
(2) Contract #2 - South Link Project Coordination

Exhibit E1

Relocation Cost Calculation

South Link – POS Utility Relocation at Delta Hangar Facility

Future Estimated Cost

Item	Description	Estimate
1.	Estimated Construction Costs*	\$ 1,367,600
2.	Construction Contingency (10%)	\$ 136,800
3.	Washington State Sales Tax (9.5%) **	\$ 142,900
4.	Port of Seattle Soft Costs***	\$ 500,260
	Total	\$ 2,147,560

* includes design development allowance (30%), markups (25%), and escalation of 4/11/2012 cost estimate prepared by POS to midpoint of construction @ 3%/yr (construction completion date: 12/31/2020, 3 month construction duration)

** calculated based on the sum of Estimated Construction Cost (Item 1) and Construction Contingency (Item 2)

*** includes design, construction management, project management, procurement, administration, and permitting costs estimated as percentages of the Estimated Construction Cost (Item 1)

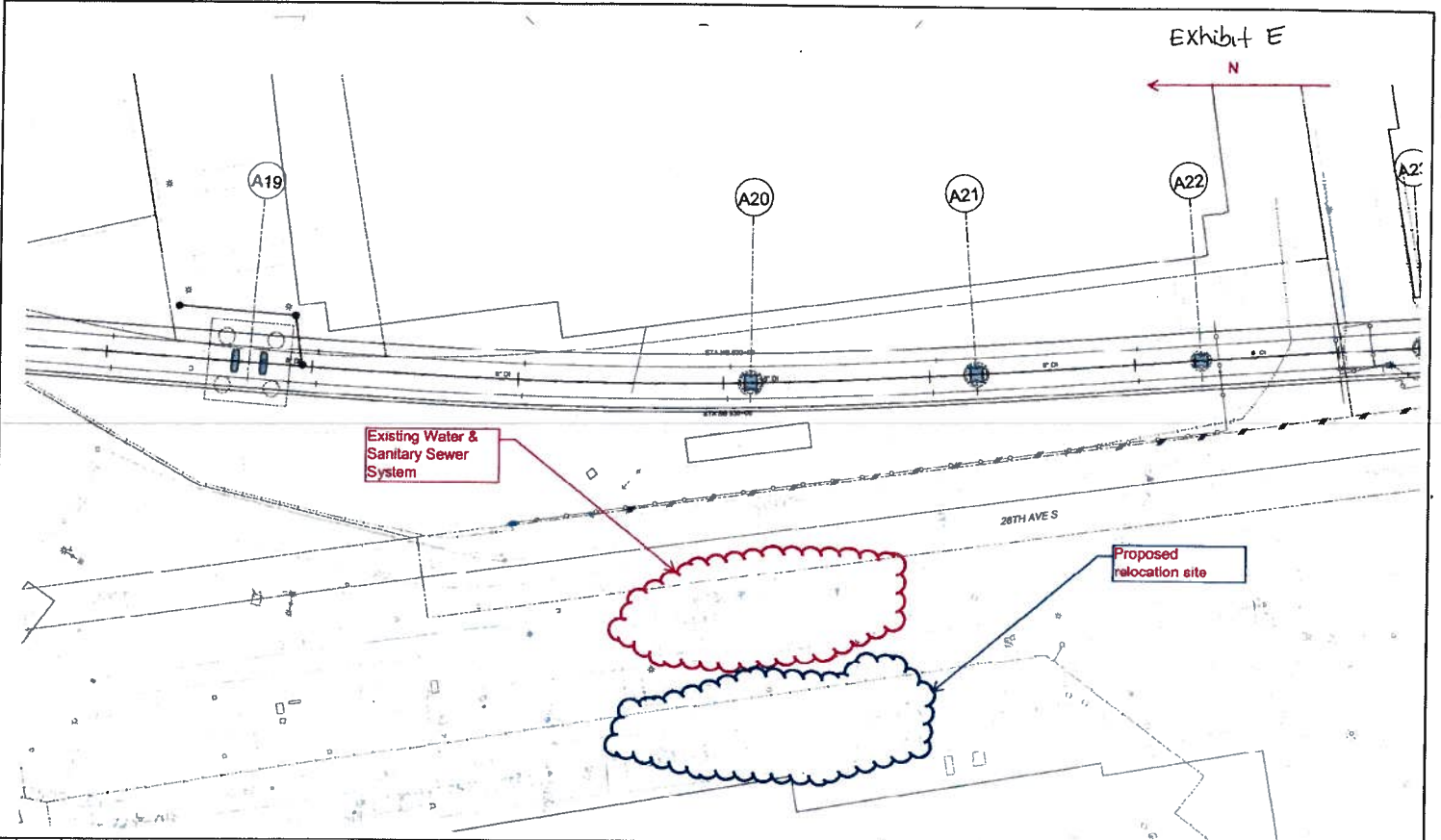
Present Value Calculation of Future Estimated Cost

$$PV = \frac{C}{(1+i)^t} = \$2,147,560 / (1 + (.08/12))^{94} = \$1,149,980 \text{ use } \underline{\underline{\$1,150,000}}$$

t = 94 months, (1/31/2013 to 11/30/2020)

i = 8%/yr

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SEASIDE LOCAL ORDINANCES AND THE STATE OF CALIFORNIA.



Prepared By Drawn By Checked By Approved By	D. BAGLEY D. BAGLEY A. MCCLUSKEY D. TALCOTT		HUNT-ZOLLARS 1000 1st Street, Suite 100 San Diego, California 92101 Phone (619) 594-1000 Fax (619) 594-1000		Project No. S40 070 02013.dwg Drawing No. S440 Date 03/14/13	Drawing No. Sheet No. Page No.
--	--	--	---	--	---	--------------------------------------

EXHIBIT F
SOUND TRANSIT - PORT OF SEATTLE MEMORANDUM OF AGREEMENT
SOUTHLINK PROJECT
(Sound Transit Acquisitions from the Port of Seattle)

Exhibit G Page No.	ROW No.	Parcel Number	Transfer Document	Fee Take Sq. Ft.	Permanent Easement Sq. Ft.	Temporary Constr. Esmt Sq. Ft.	S/Sq. Ft.	ROI	Term	Parcel Value	Status of Acquisition	
1 - 6	SL100	282304 9016	Transit Way Easement		115,968		\$ 55.00	80%	Perm	\$ 5,102,592.00	Guideway EZ	
4	SL100		"		420		\$ 55.00	100%	Perm	\$ 23,100.00	Emergency Stairs	
2 & 3	SL100		"		2,259		\$ 55.00	100%	Perm	\$ 124,245.00	Signal House	
4, 5, 6	SL100		"		5,608		\$ 55.00	10%	Perm	\$ 30,844.00	Drainage EZ	
1 - 6	SL100		Month to Month TCE			137,617	\$ 55.00	10%	3	\$ 2,270,680.50	TCE	
9	SL101	100200 0155	Transit Way Easement		10,571		\$ 55.00	80%	Perm	\$ 465,124.00	Guideway EZ	
6	SL101		Month to Month TCE			4,560	\$ 55.00	10%	3	\$ 75,240.00	TCE	
Sub-Total SL100 & 101										\$ 8,091,825.50		
Port Contribution Discount 50%										50.00%	\$ 4,045,912.75	
9	SL100		Cost to Cure					x 100%	Perm	\$ 246,500.00	Delta Airlines Prk.	
10	SL135	042204 9136	Statutory Warranty Deed	79,446			\$ 30.00	x 100%	Perm	\$ 2,383,000	Fee - 2 Triangles	
13 & 15	SL157, SL158	344500 0095 344500 0098	Statutory Warranty Deed	40,418			\$ 25.00	x 100%	Perm	\$ 1,010,000	Fee	
Grand Totals				119,864	134,826	137,617				\$ 7,685,412.75		

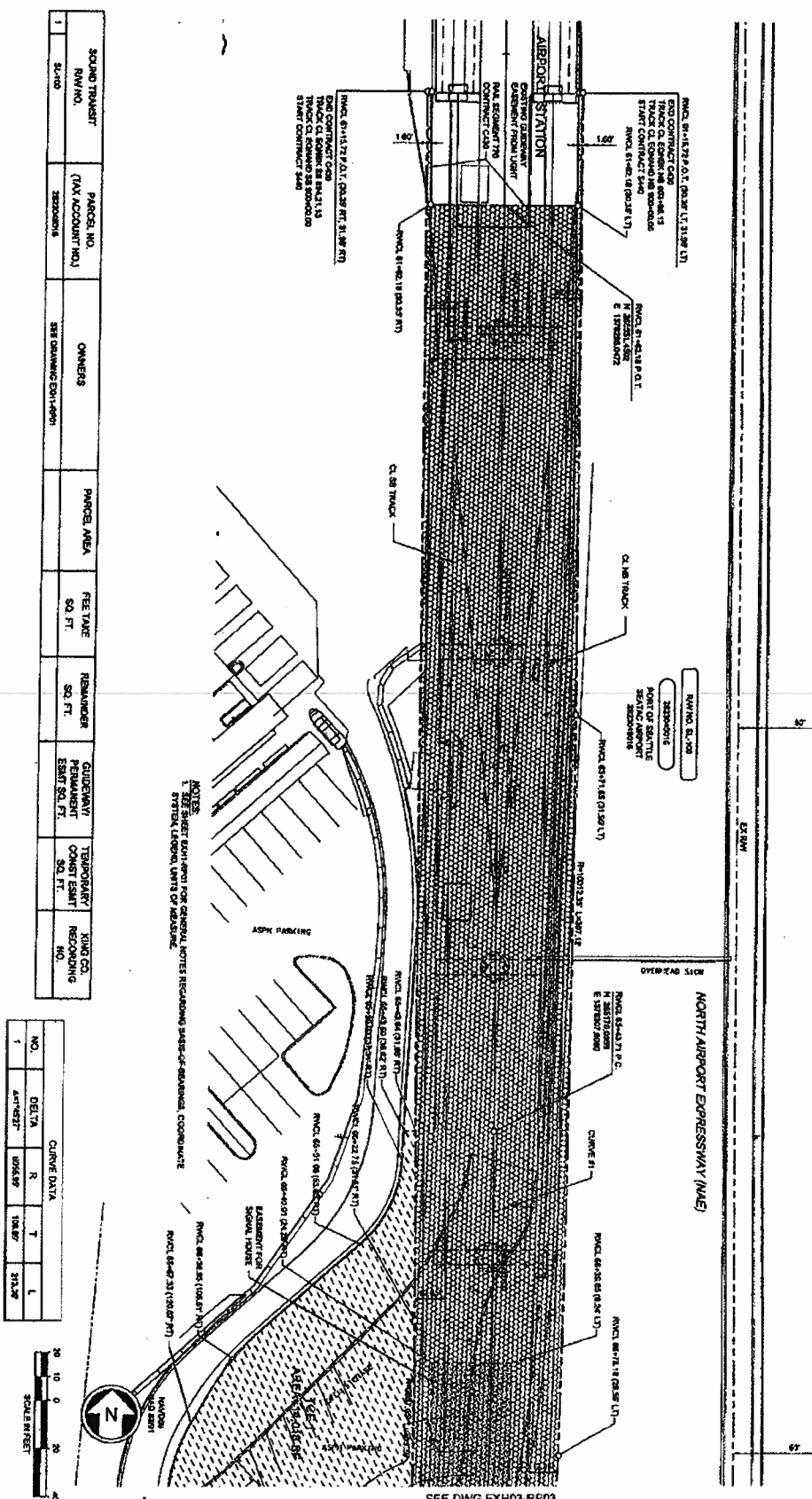
EXHIBIT F

SOUND TRANSIT - PORT OF SEATTLE MEMORANDUM OF AGREEMENT

**SOUTHLINK PROJECT
(Port of Seattle Acquisitions from Sound Transit)**

Exhibit G Page No.	ROW No.	Parcel Number	Transfer Document	Fee Sale Sq. Ft.	Permanent Easement	Temporary Construction Easmt Sq. Ft.	S/Sq. Ft.	ROI	Term	Parcel Value	Status of Acquisition
	SL106	332304 9210									
	SL106	332304 9210		Purchase	\$ 3,572,000.00						
				L&R Damages	\$ 2,778,000.00						
				Legal Expenses	\$ 227,382.00						
			Property Mgt	\$ 5,792.98	Title & Escrow	\$ 662.80					
					50,922 sq.ft	\$ 6,578,044.80					
7			Port of Seattle	27,300 sq.ft	\$ 3,190,746.00						
			Sound Transit Share	23,622 sq.ft	\$ 3,051,430.00						
8			Perm. Easem.	6,500 sq.ft	\$ 335,868.00						
			TOTAL		\$ 6,578,044.00						
						Total Sound Transit Acquisition Value				\$ 7,685,412.75	
						SL106 ST Sale to POS (Wally Park)				\$ 3,190,746.00	
						Grand Total ST Net Payment to Port				\$ 4,494,666.75	

DATE: 11/11/11
 DRAWN BY: J. HARRIS
 CHECKED BY: A. HARRIS
 PROJECT NO: 2277012
 SHEET NO: 1



NOTES:
 1. SEE SHEET EXH-001 FOR GENERAL NOTES REGARDING ASSESSMENT OF REMAINDER, COORDINATE SYSTEM, LEGAL UNITS OF MEASURE.

NO.	DATE	BY	REVISION
1	5-1-10		

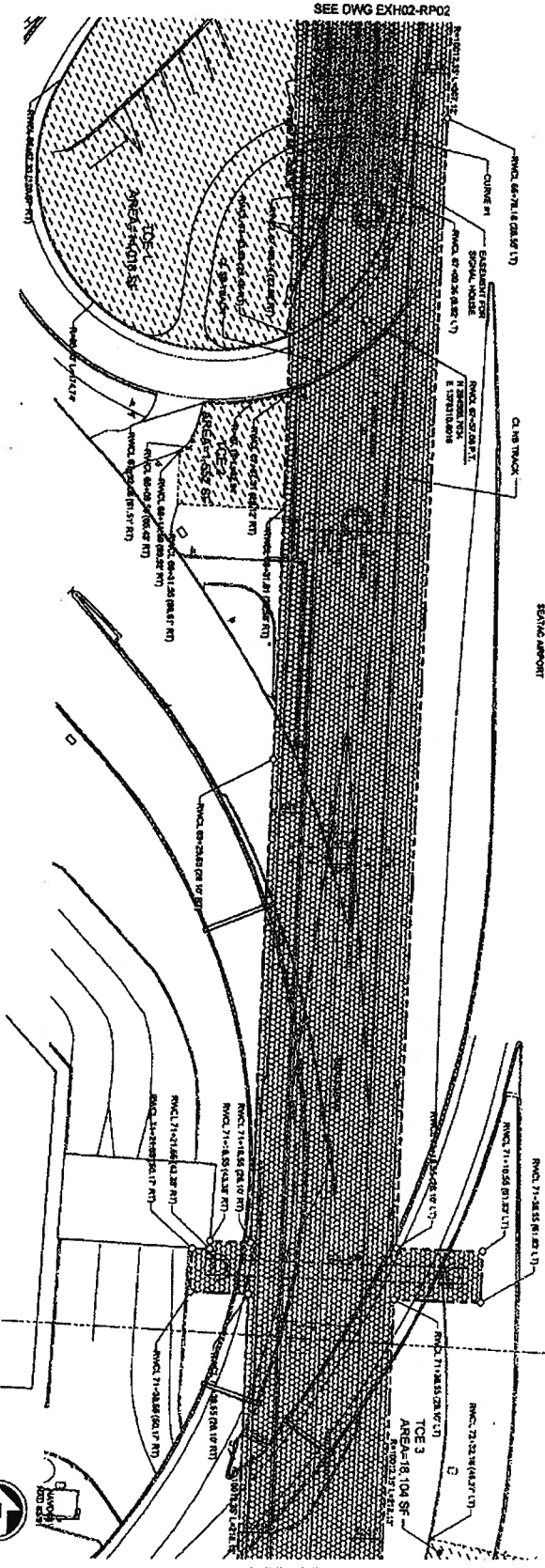
NO.	DELTA	R	T	L
1	44°-23'	1055.89'	118.87'	31.34'

SOUND TRANSIT R/W NO. 2277012	PARCELS NO. (TAX ACCOUNT NO.) 222200016	OWNERS 222200016	PARCELS AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY PERMANENT EASEM. SQ. FT.	TEMPORARY CONST EASEM. SQ. FT.	R/W CO. RECORDING NO.
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E. BONE A. BERNARD A. HARRIS E. BONE			EXHIBIT LINK LIGHT RAIL PROJECT SOUTH CORRIDOR LIGHT RAIL TRANSIT WAY EASEMENT PORT OF SEATTLE - SEAVIEW AIRPORT	EXH-002 0
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INTERNATIONAL BLVD

NORTH AIRPORT EXPRESSWAY (NAE)



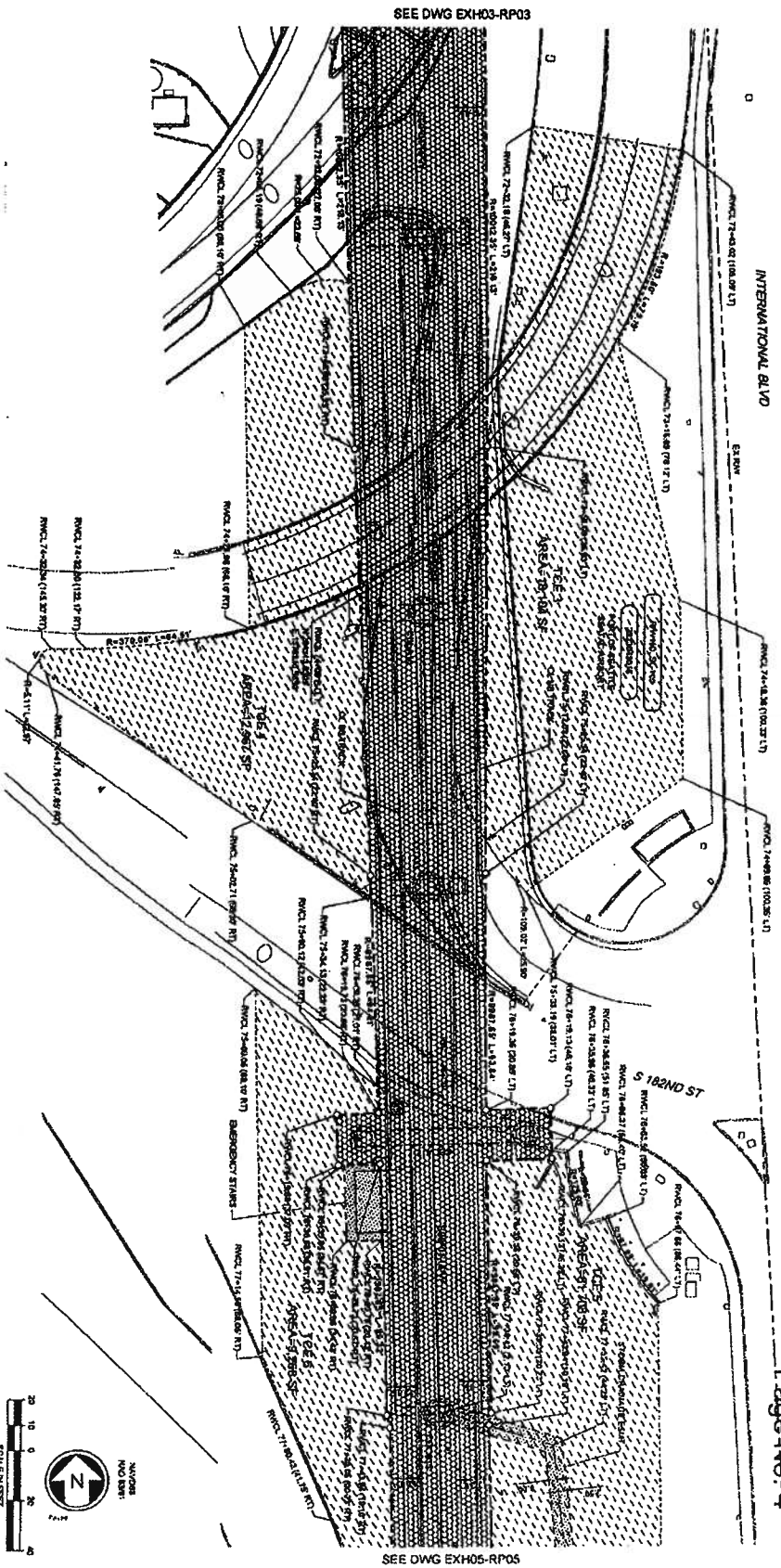
NOTES:
 1. REFER TO THE GENERAL NOTES REGARDING BASIS OF RECORDS, COORDINATE SYSTEM, EASEMENTS, AND OTHER NOTES.

ROW NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA	FEET FACE SQ. FT.	REMAINER SQ. FT.	GUIDEWAY/PERMANENT EASEM. SQ. FT.	TEMPORARY CONST. EASEM. SQ. FT.	UNREG. CO. RECORDS
1	28220818	SEE DRAWING EXH01-RP01						

INVOI. CHANGE DATA	
NO.	DATE
1	4/11/2017



<p>Prepared by: E. BOWEN Checked by: A. BERNARD Drawn by: A. FERRARO Approved by: E. BOWEN</p>	<p>HUTZ-COLARS CIVIL ENGINEERS & ARCHITECTS 1000 15th Avenue, Suite 1000 Seattle, WA 98101 Phone: (206) 461-1111 Fax: (206) 461-1112 Email: info@hutz-colars.com</p>	<p>L & A LANDSCAPE ARCHITECTS 1000 15th Avenue, Suite 1000 Seattle, WA 98101 Phone: (206) 461-1111 Fax: (206) 461-1112 Email: info@l-a.com</p>	<p>SOUNDTRUST 300 5th Avenue, Suite 3400 Seattle, WA 98101 Phone: (206) 461-1111 Fax: (206) 461-1112 Email: info@soundtrust.com</p>	<p>EXHIBIT LINK LIGHT RAIL PROJECT SOUTH CORRIDOR LIGHT RAIL TRAVEL WAY EASEMENT PORT OF SEATTLE - SEAVAC AIRPORT</p>	<p>EXH-AP03 100% 10/1/17</p>
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SEE DWG EXH03-RP03

SEE DWG EXH05-RP05

NO.	DESCRIPTION	PARCEL NO.	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY PERMANENT ESMT SQ. FT.	TEMPORARY CONSTRUCTION SQ. FT.	BOOK NO.
1	SOUND TRANSPORT (TAX ACCOUNT NO.)	36-000	SEE PRELIMINARY ESM/APP.						

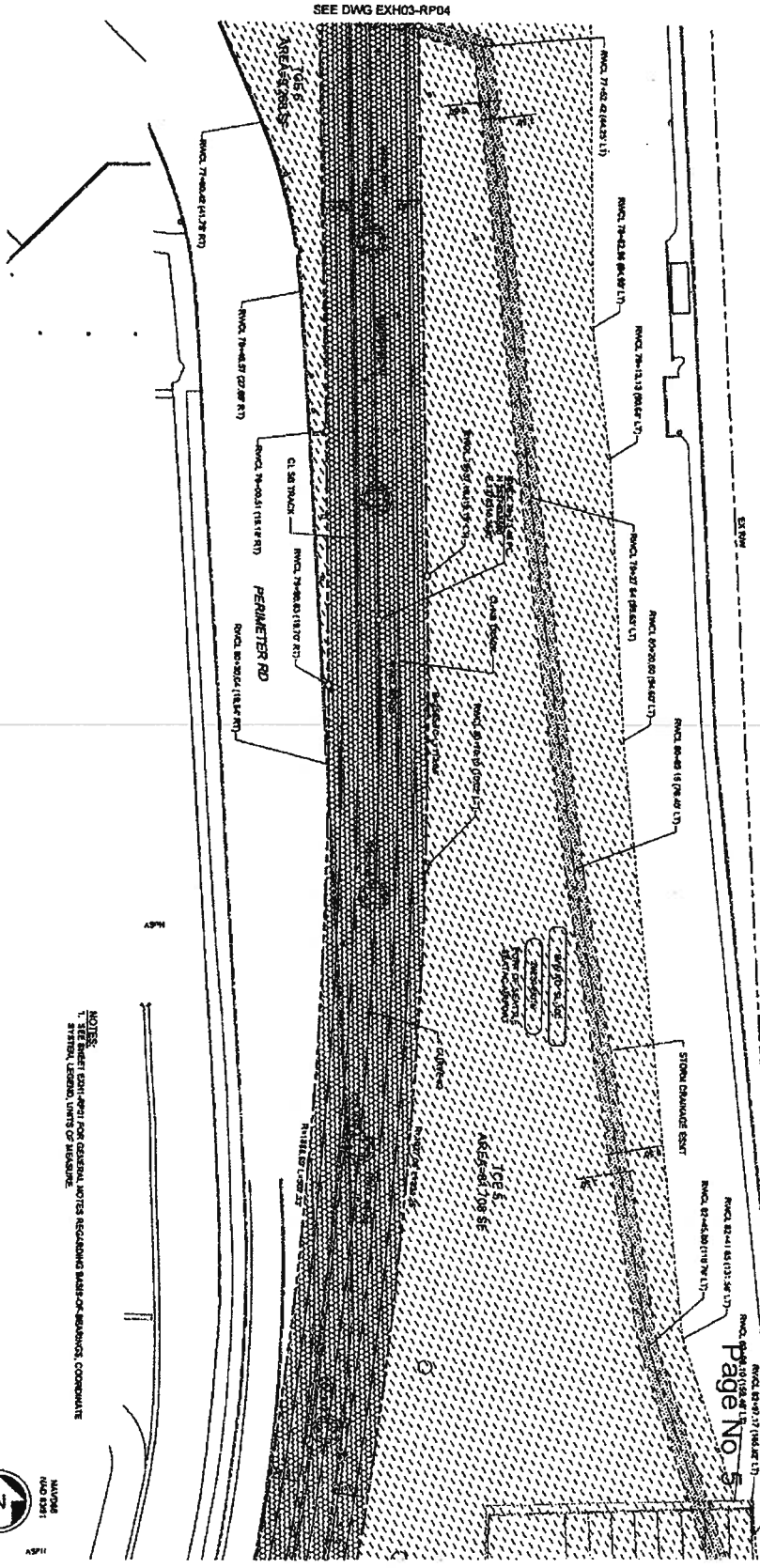
NOTES:
1. SEE SHEET 6041 FROM PLAN GENERAL NOTES REGARDING BASIS OF ASSESSMENT, COMPENSATE SYSTEM, LEGEND, LIMITS OF RESERVE.

<p>HUNT-ZOLLARS Professional Surveyors & Engineers 10000 1st Avenue, Suite 200 Seattle, WA 98148 Phone: 206.465.1234 Fax: 206.465.1235 www.hunt-zollars.com</p>	<p>L & A Landscape Architecture 10000 1st Avenue, Suite 200 Seattle, WA 98148 Phone: 206.465.1234 Fax: 206.465.1235 www.landscape.com</p>	<p>SOUND TRANSPORT 10000 1st Avenue, Suite 200 Seattle, WA 98148 Phone: 206.465.1234 Fax: 206.465.1235 www.soundtransport.com</p>	<p>EXHIBIT LINK LIGHT RAIL PROJECT SOUTH CORRIDOR LIGHT RAIL TRANSPORT WAY BASEMENT PORT OF SEATTLE - SEATTLE AIRPORT</p>	<p>EXH-RP04</p>
--	--	--	--	------------------------

INTERNATIONAL BOULEVARD

SEC 33, T 23 N, R 4 E, W 1/4

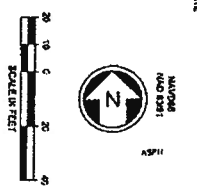
EXHIBIT G
Page No. 5



NOTES:
1. SEE SHEET EXH-0491 FOR GENERAL NOTES REGARDING BASE-OF-BUILDING COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.

NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY/REMAINMENT ESM. SQ. FT.	TEMPORARY CONST. ESM. SQ. FT.	RING CO. RECORDING NO.
1	84-100	RECREATION						

NO.	CURVE DATA	R	T	L
2	DELTA	1897.78'	388.15'	351.98'

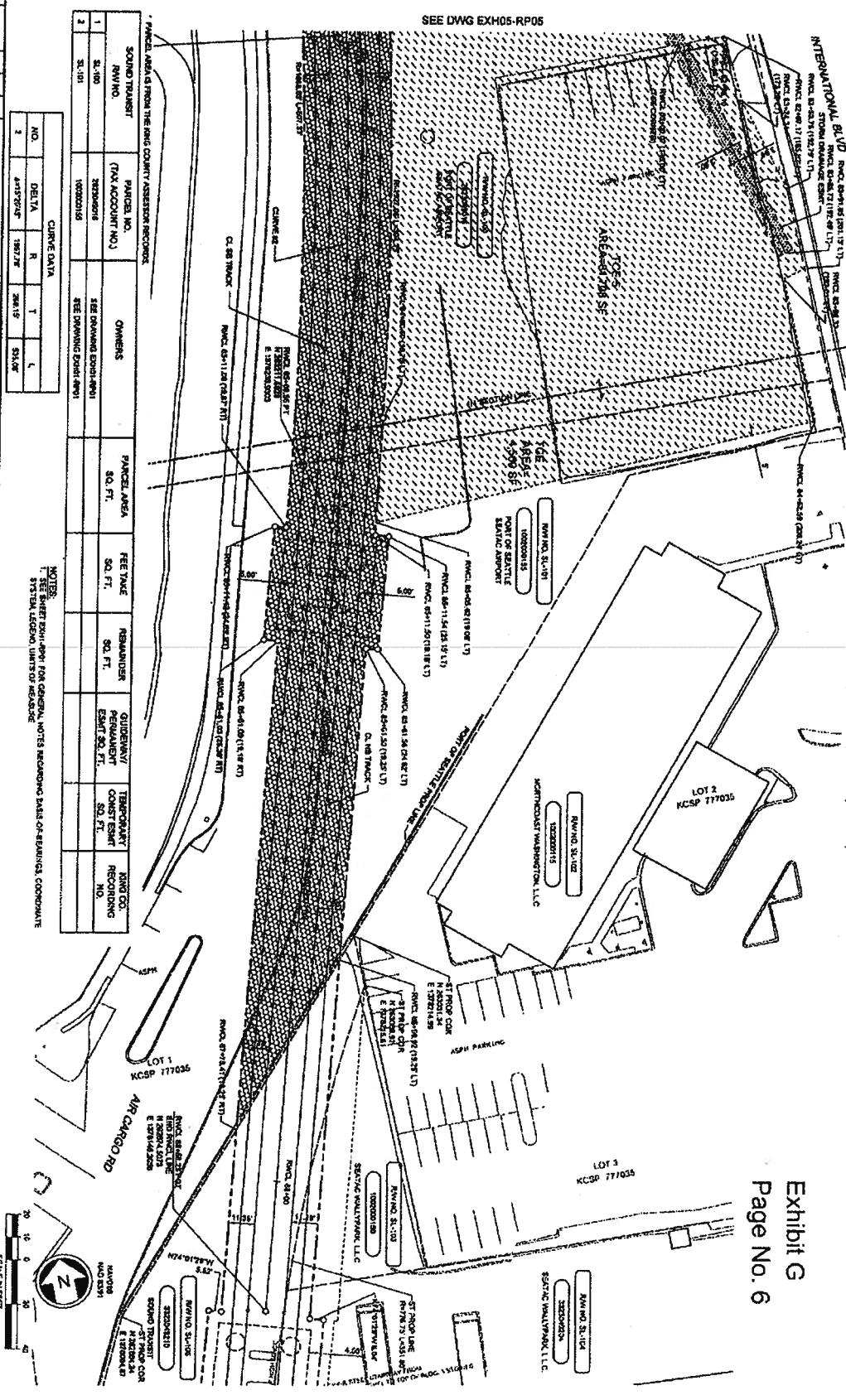


				<p>EXHIBIT LINK LIGHT RAIL PROJECT SOUTH CORRIDOR PORT OF SEATTLE - SEAVAC AIRPORT</p>	<p>EXH1-8P05</p>
<p>Project No. 1-027 Title: 3.0 EXH1 - PORT OF SEATTLE AIRPORT Date: 04/18/2012</p>	<p>Author: A. HENNING Checked By: A. HENNING Approved By: E. BOWEN</p>	<p>Author: A. HENNING Checked By: A. HENNING Approved By: E. BOWEN</p>	<p>Author: A. HENNING Checked By: A. HENNING Approved By: E. BOWEN</p>	<p>Project No. 1-027 Title: 3.0 EXH1 - PORT OF SEATTLE AIRPORT Date: 04/18/2012</p>	<p>Project No. 1-027 Title: 3.0 EXH1 - PORT OF SEATTLE AIRPORT Date: 04/18/2012</p>

SE4 NE4 SEC 33, T23 N, R4 E, WM

NE4 SE4 SEC 33, T23 N, R4 E, WM

Exhibit G
Page No. 6



PARCEL AREA IS FROM THE LAND COUNTY ASSESSOR RECORDS

SOUND TRANSIT PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	GUIDEWAY PERMANENT EASEM. SQ. FT.	TEMPORARY RECORDING NO.	ANNEX DOG RECORDING NO.
1	SEE DRAWING EXH1-RP01	10000015					
2	SEE DRAWING EXH1-RP01	10000015					

CURVE DATA

NO.	DELTA	R	T	L
1	44°17'20"	198.7'	284.1'	1

NOTES:
1. SEE SHEET EXH-049 FOR GENERAL NOTES INCLUDING BASIS OF BEARING COORDINATE SYSTEM (LEGN) UNITS OF MEASURE

HUNT-ZOJARS 1000 10th Ave S Seattle, WA 98104 Phone: 206-461-1111 Fax: 206-461-1112	L & A 1000 10th Ave S Seattle, WA 98104 Phone: 206-461-1111 Fax: 206-461-1112	SOUND TRANSIT 1000 10th Ave S Seattle, WA 98104 Phone: 206-461-1111 Fax: 206-461-1112	EXH-1-RP06 LINK LIGHT RAIL PROJECT SOUTH CORRIDOR LIGHT RAIL TRANSIT WAY EASTMENT PORT OF SEATTLE - SEAVAN AIRPORT

DATE: 10/15/13
 DRAWN BY: [unclear]
 CHECKED BY: [unclear]
 APPROVED BY: [unclear]

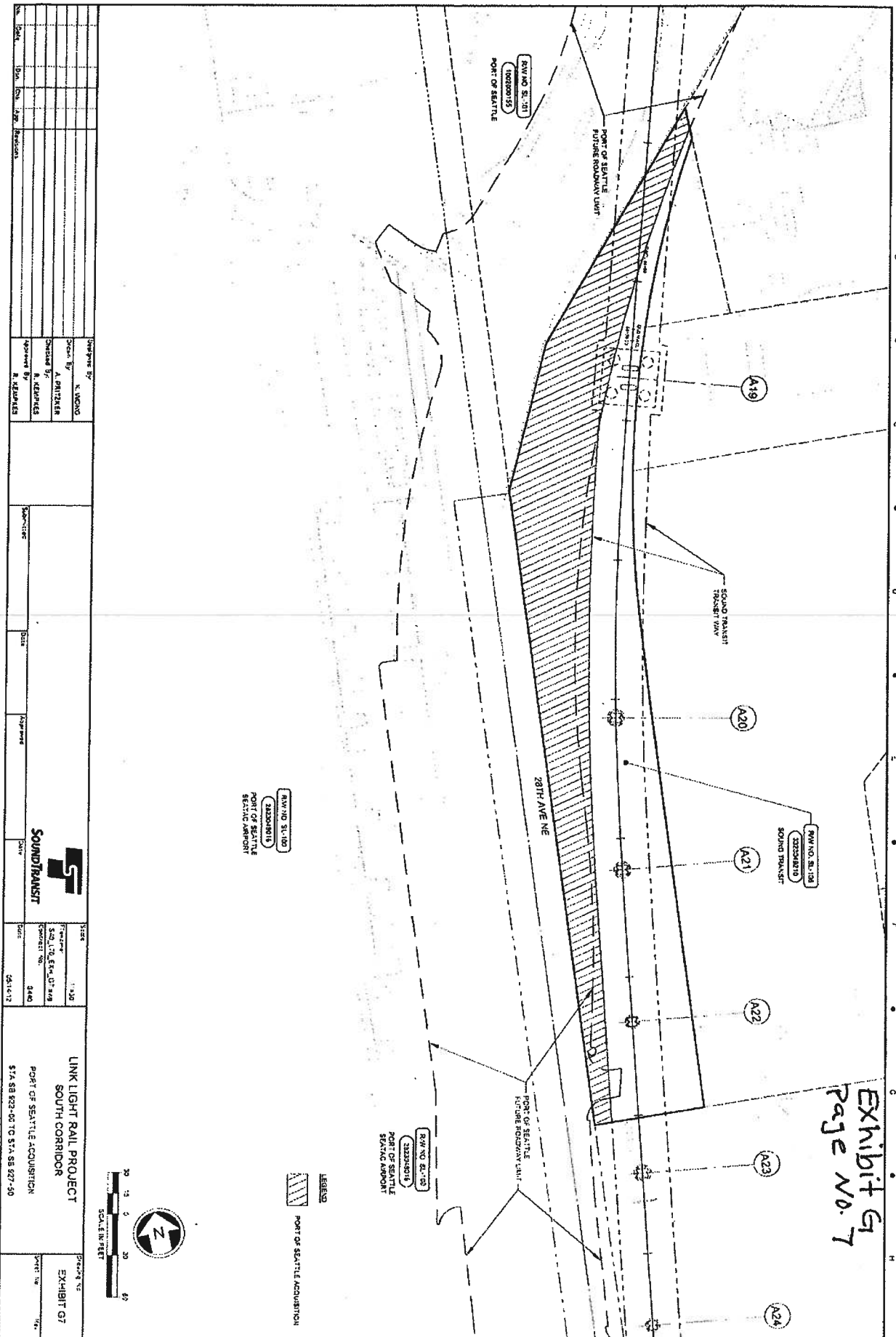
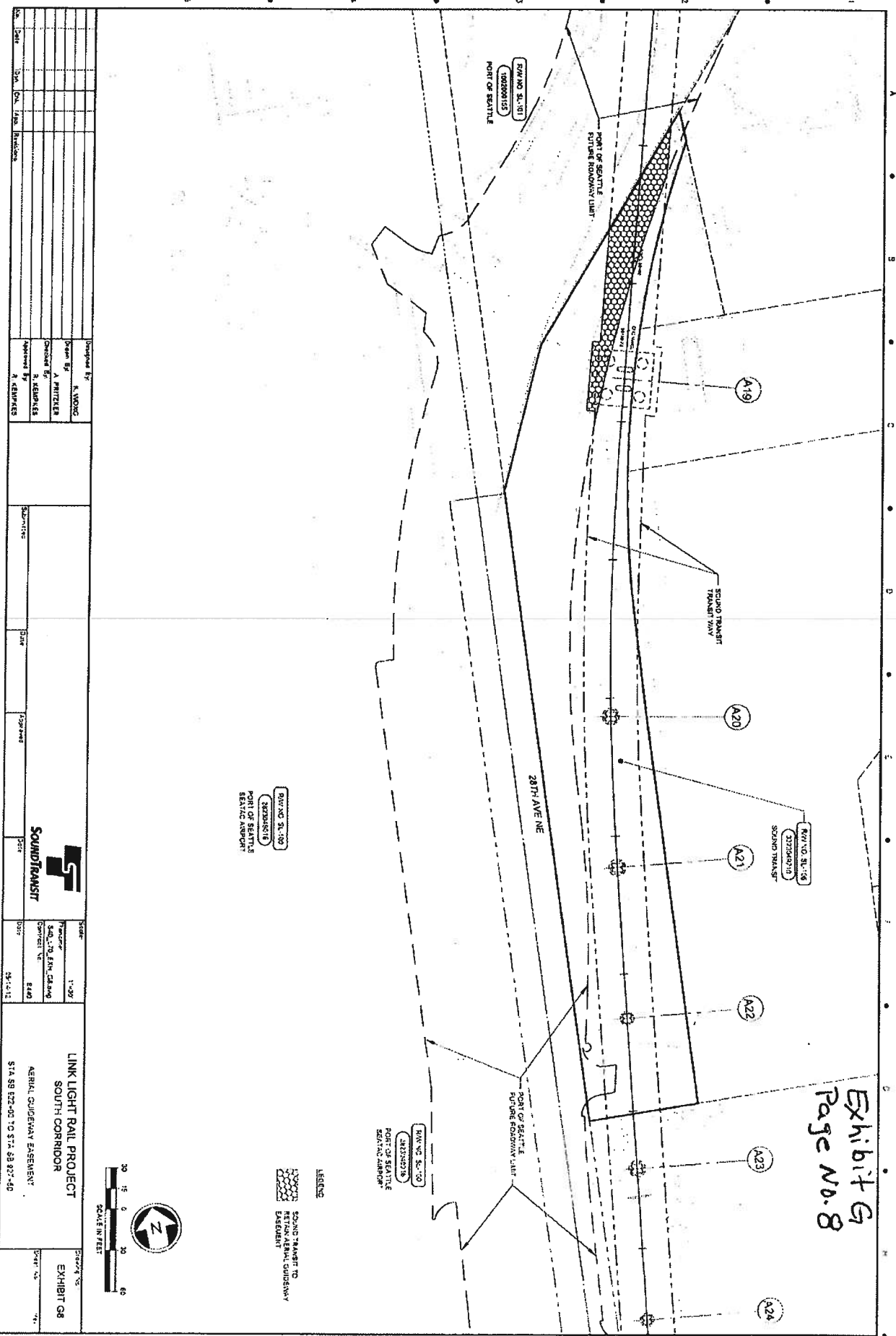


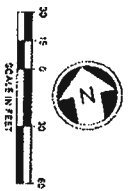
Exhibit G
 Page No. 7

DATE	10/15/13	PROJECT NO.	3440
DRAWN BY	[unclear]	CHECKED BY	[unclear]
APPROVED BY	[unclear]	DATE	06/14/12
SoundTransit		LINK LIGHT RAIL PROJECT SOUTH CORRIDOR PORT OF SEATTLE ACQUISITION \$1A, SB 923-05 TO \$1A, SB 927-50	EXHIBIT G7





<p> Sound Transit </p>	<p> State: WA Project: 1-1-97 Title: S.D. 20.15M, CLASB Contract No.: 8140 Date: 05-12-12 </p>	<p> Prepared By: L. WONG Design By: A. PRITTLER Checked By: T. REYNOLDS Approved By: A. REYNOLDS </p>
<p> Link: 287th Ave NE Station: A19-A24 Date: 05-12-12 Scale: 1"=12' </p>	<p> Project: LINK LIGHT RAIL PROJECT Corridor: SOUTH CORRIDOR Easement: AERIAL GUIDEWAY EASEMENT Reference: STA 89 822-00 TO STA. 89 827-40 </p>	<p> Drawing No.: EXHIBIT G8 Date: 05-12-12 </p>

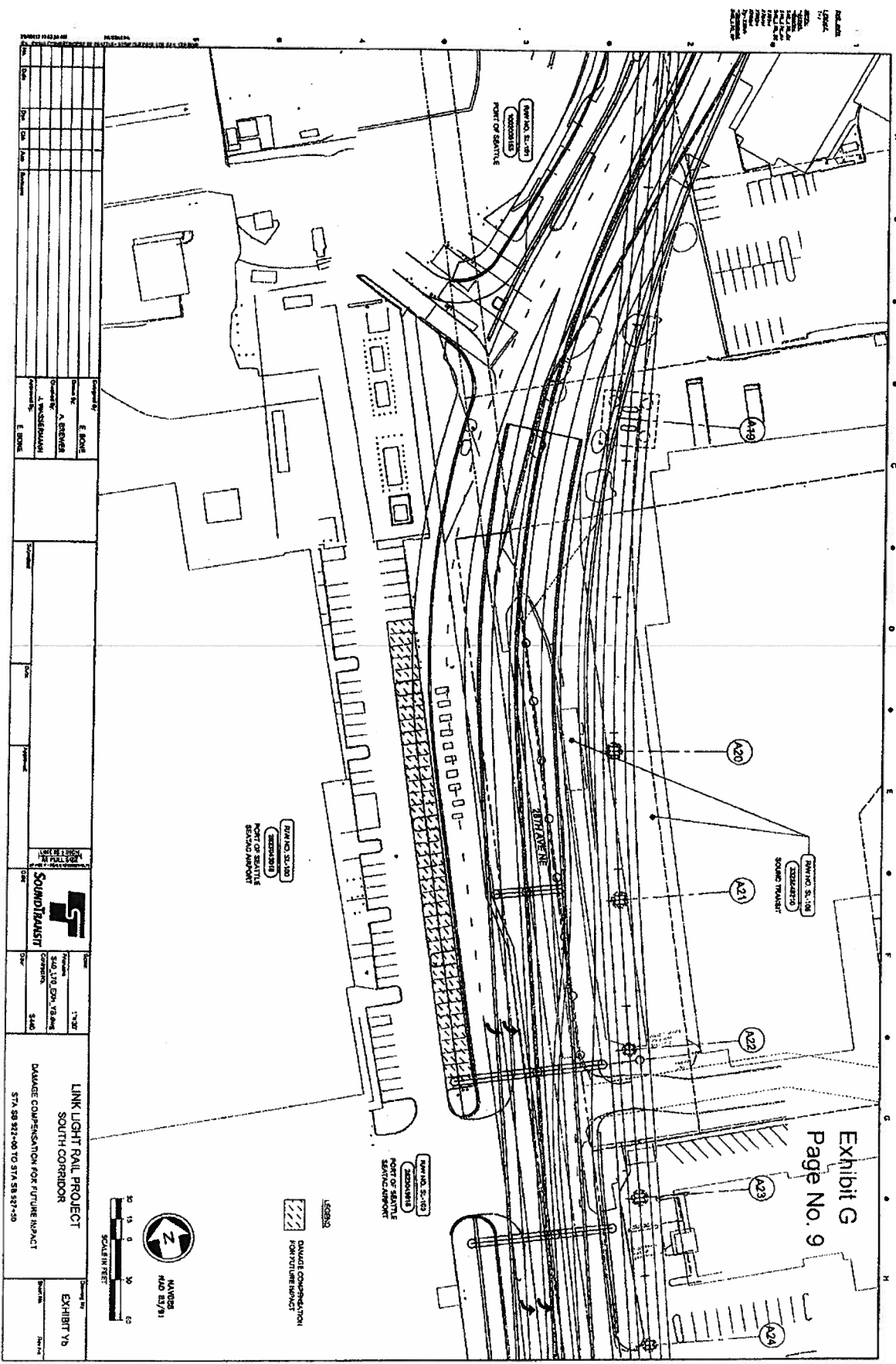


LEGEND
 SOUND TRANSIT TO PORTLAND ROADSIDE DISTRICT

STA 89 822-00
 POINT OF SEATTLE
 BEAVING AIRPORT

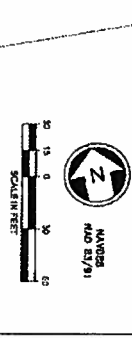
STA 89 827-40
 POINT OF SEATTLE
 BEAVING AIRPORT

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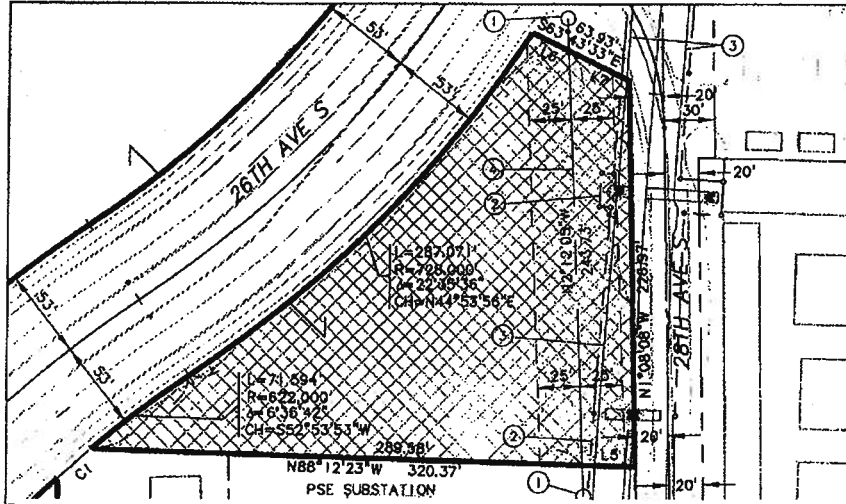
Project No.	17-02
Revision	S&L LTD. CO. VS. A&E
Scale	3/4" = 1'-0"
Sheet No.	344
Project Name	LINK LIGHT RAIL PROJECT SOUTH CORRIDOR
Client	MTA
Design Firm	STANTEC
Author	E. BROWN
Checked By	A. BROWNE
Approved By	J. WASSERMAN
Date	12/11/09

LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 DAMAGE COMPENSATION FOR FUTURE IMPACT
 STA. 58+32.00 TO STA. 58+57.00



DAMAGE COMPENSATION FOR FUTURE IMPACT

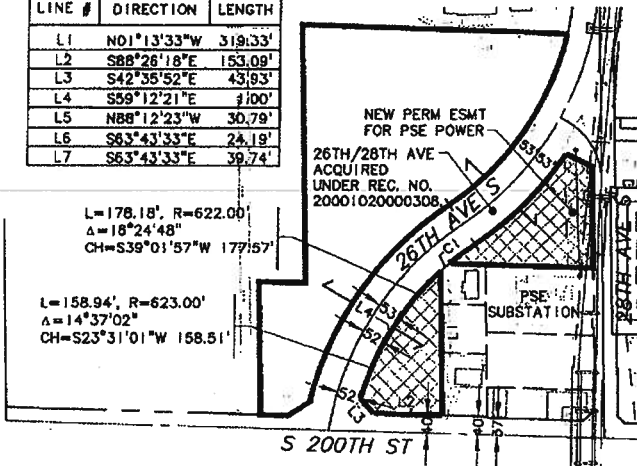
SW 1/4 NE 1/4 SEC 4, T 22 N, R 4 E; W.M.



DETAIL A

1"=80'

LINE #	DIRECTION	LENGTH
L1	N01°13'33"W	319.33'
L2	S88°26'18"E	153.09'
L3	S42°35'52"E	43.93'
L4	S59°12'21"E	100'
L5	N88°12'23"W	30.79'
L6	S63°43'33"E	24.19'
L7	S63°43'33"E	39.74'



NOTE:
FOR THE TEMPORARY
EASEMENT FOR PUCET
SOUND ENERGY, SEE THAT
PARCEL MAP ENTITLED
"440-SL-135 TEMP PSE
EASEMENT".

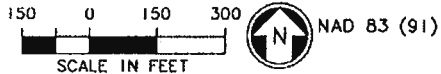
L=176.18', R=622.00'
Δ=18°24'48"
CH=539°01'57"W 177.157'

L=158.94', R=623.00'
Δ=14°37'02"
CH=S23°31'01"W 158.51'

CURVE DATA CI	Δ=2°21'53"	R=622.00'	L=25.67'	CH=N48°25'12"E 25.63'
---------------	------------	-----------	----------	-----------------------

- ① PROPOSED POWER POLE.
- ② LIGHT RAIL TRANSIT WAY.
- ③ OUTER-MOST EDGE OF THE LIGHT RAIL AERIAL GUIDEWAY STRUCTURE.
- ④ CENTERLINE OF 50'-WIDE PSE EASEMENT.

LEGEND	
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



PARCEL AREA IS FROM THE KING COUNTY ASSESSOR RECORD.

	FEE TAKE
	PERMANENT ESMT FOR PSE POWER

 SOUNDTRANSIT HUNT-ZOLLARS L & A LIN & ASSOCIATES LINK LIGHT RAIL PROJECT	 EARL J. BONE STATE OF WASHINGTON 19429 REGISTERED PROFESSIONAL LAND SURVEYOR	PARCEL AREA: 392,165 SF PSE EASEMENT FEE TAKE: 79,446 SF ESMT AREA: 12,173 SF REMAINING AREA: 272,719 SF
		PARCEL MAP 440-SL-135 ASSESSOR NO.: 0422049136 DATE: 3/22/12 OWNER: PORT OF SEATTLE BLOCK NO.: N/A LOT NO.: N/A CITY OF SEATAC KING COUNTY, WA

Exhibit G Page No. 10

EXHIBIT G
Page No. 11

R/W No. 440-SL-135
PIN 0422049136
Port of Seattle

Grantor's Entire Parcel:

(According to Chicago Title Insurance Company Order No. 1303969, dated April 20, 2010.)

THE EAST 101 FEET OF THE SOUTH 325 FEET OF THE WEST HALF OF THE SOUTH 25 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 4836094; ALSO

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 FEET NORTH AND 53.960 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 769.318 FEET TO AN IRON PIPE AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 44' 18" WEST 640.65 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE SOUTH 25 ACRES OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 10" WEST ALONG SAID WESTERLY LINE AND THE NORTHERLY PRODUCTION THEREOF 106.41 FEET;
THENCE SOUTH 89° 44' 18" EAST 640.77 FEET TO THE WESTERLY LINE OF 28TH AVENUE SOUTH;
THENCE SOUTH 2° 41' 05" EAST ALONG SAID WESTERLY LINE 106.41 FEET TO THE TRUE POINT OF BEGINNING; ALSO

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 NORTH AND 53.960 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 769.318 FEET TO AN IRON PIPE AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 44' 18" WEST 640.65 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE SOUTH 25 ACRES OF SAID SUBDIVISION;
THENCE SOUTH 2° 41' 10" EAST ALONG SAID WESTERLY LINE 242.7 FEET TO A POINT WHICH IS NORTH 2° 41' 10" WEST 532.02 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH LINE OF SOUTH 200TH STREET;
THENCE EASTERLY TO A POINT ON THE WESTERLY LINE OF 28TH AVENUE SOUTH, WHICH POINT IS 529.17 FEET NORTHERLY OF THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH LINE OF SOUTH 200TH STREET;
THENCE NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 240.78 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; ALSO

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 NORTH AND 53.960 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 429.17 FEET TO THE TRUE POINT OF BEGINNING;
THENCE WESTERLY TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE SOUTH 25 ACRES OF SAID SUBDIVISION, WHICH POINT IS NORTH 2° 46' 30" WEST 432.02 FEET FROM THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH LINE OF SOUTH 200TH STREET;
THENCE NORTH 2° 46' 30" WEST ALONG SAID WESTERLY LINE 100.00 FEET;
THENCE EASTERLY TO A POINT ON THE WESTERLY LINE OF 28TH AVENUE SOUTH, WHICH POINT IS 100.00 FEET NORTHERLY OF THE TRUE POINT OF BEGINNING;
THENCE SOUTH 2° 41' 05" EAST ALONG SAID WESTERLY LINE 100.00 FEET TO THE TRUE POINT OF BEGINNING; ALSO

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 NORTH AND 53.960 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG SAID NORTHERLY LINE 339.30 FEET TO TRUE POINT OF BEGINNING;

EXHIBIT G
Page No. 12

THENCE CONTINUING ALONG SAID NORTHERLY LINE 300 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE SOUTH 25 ACRES OF SAID SUBDIVISION;
THENCE NORTH 2° 46' 30" WEST ALONG SAID WESTERLY LINE 430.37 FEET;
THENCE SOUTH 89° 45' 20" EAST 300.06 FEET;
THENCE SOUTH 2° 46' 30" EAST 429.08 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE SOUTH 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER RECORDING NUMBERS 4838298, 4838299 AND 4838300; ALSO

THE NORTH 72 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 NORTH AND 53.96 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 05" WEST, ALONG SAID WESTERLY LINE, 427.60 FEET;
THENCE NORTH 89° 45' 20" WEST 240.03 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89° 45' 20" WEST 100.02 FEET;
THENCE SOUTH 2° 46' 30" EAST 429.00 FEET TO SAID NORTHERLY LINE OF SOUTH 200TH STREET;
THENCE EAST ALONG SAID NORTHERLY LINE 100.00 FEET;
THENCE NORTH 2° 46' 30" WEST 428.69 FEET TO THE TRUE POINT OF BEGINNING; ALSO

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF 28TH AVENUE SOUTH WITH THE NORTHERLY LINE OF SOUTH 200TH STREET, SAID POINT OF INTERSECTION BEING 20.00 NORTH AND 53.960 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 355.60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 2° 41' 05" WEST ALONG SAID WESTERLY LINE 72.0 FEET;
THENCE NORTH 89° 45' 20" WEST 240.00 FEET;
THENCE SOUTH 2° 41' 05" EAST 72.00 FEET;
THENCE SOUTH 89° 45' 20" EAST 240.00 FEET TO THE TRUE POINT OF BEGINNING;

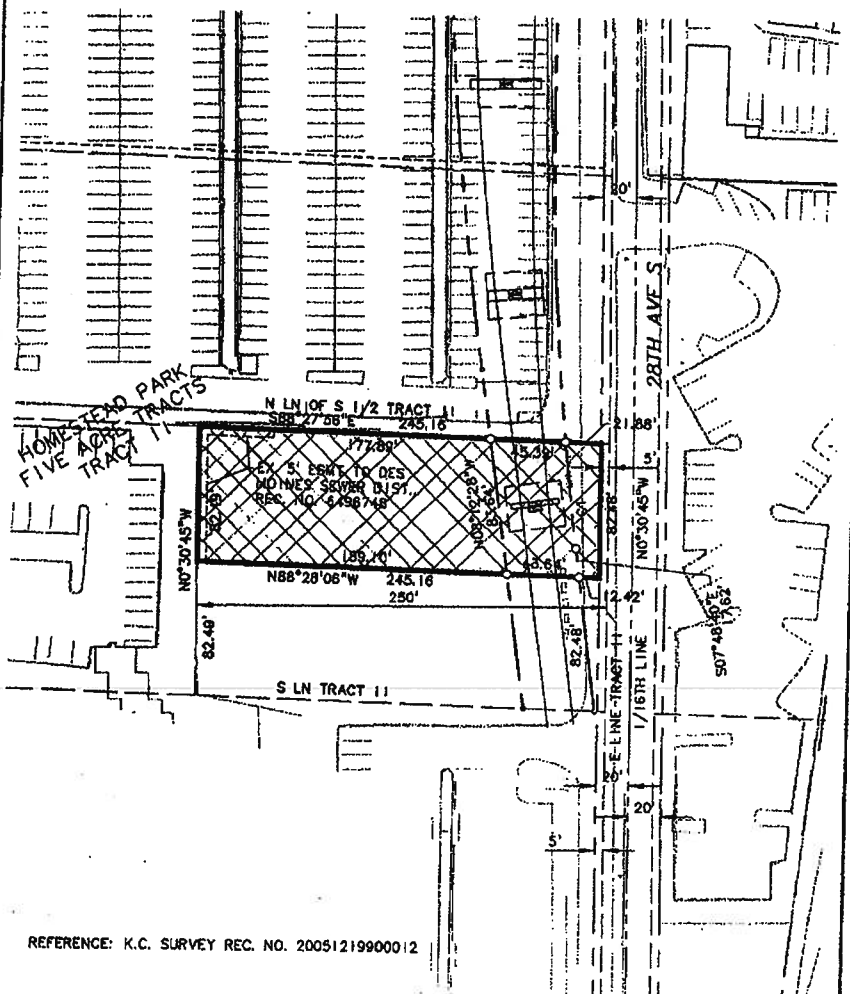
EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PROPERTY CONDEMNED BY DECREE OF APPROPRIATION FILED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 00-2-01428-7KNT AND RECORDED UNDER RECORDING NUMBER 20001020000308.

Fee Take Area Acquired by Grantee :

ALL THAT PORTION OF THE ABOVE DESCRIBED GRANTOR'S PARCEL LYING EASTERLY OF THAT PROPERTY CONDEMNED FOR STREET RIGHT-OF-WAY AND AWARDED TO THE CITY OF SEATAC BY DECREE OF APPROPRIATION FILED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 00-2-01428-7KNT, RECORDED UNDER RECORDING NUMBER 20001020000308.

CONTAINING 79,446 SQUARE FEET, MORE OR LESS.

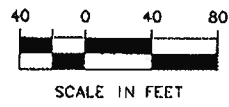
NW 1/4 SE 1/4 SEC 4, T 22 N, R 4 E; W.M.



REFERENCE: K.C. SURVEY REC. NO. 20051219900012

CURVE DATA C1	$\Delta=1^{\circ}59'47''$	$R=1886.65'$	$L=65.74'$	$CH=S06^{\circ}48'46''E$	$65.74'$
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LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



 SOUNDTRANSIT HUNT-ZOLIARS L & A LIN & ASSOCIATES LINK LIGHT RAIL PROJECT		PARCEL AREA: 20,209 SF EASEMENT AREA: _____ FEE TAKE: 20,209 SF CONST. ESMT: _____ REMAINING AREA: 0 SF
		PARCEL MAP 440-SL-157
		ASSESSOR NO.: 3445000095 DATE: 10/20/11 OWNER: PORT OF SEATTLE
		BLOCK NO.: N/A LOT NO.: 11 CITY OF SEATTLE KING COUNTY, WA

Exhibit G
 Page No. 13

Exhibit G
Page No. 14

R/W No. SL157
PIN 3445000095
The Port of Seattle

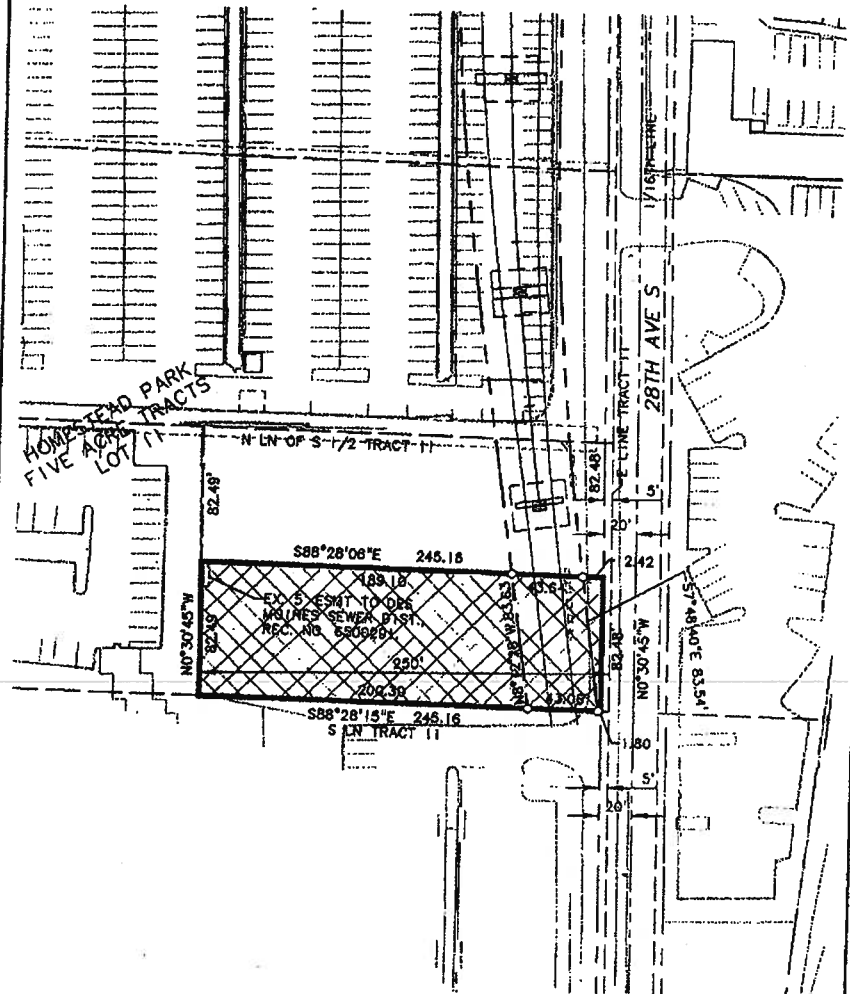
Grantor's Entire Parcel:

(According to Chicago Title Insurance Company Order No. 1317240, dated December 10, 2010.)

THE SOUTH HALF OF TRACT 11, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST ONE AND ONE-HALF ACRES; AND EXCEPT THE SOUTH 82.5 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF DEEDED TO KING COUNTY FOR ROAD.

CONTAINING 20,209 SQUARE FEET, MORE OR LESS.

NW 1/4 SE 1/4 SEC 4, T 22 N, R 4 E; W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



SCALE IN FEET



FEE TAKE

<p>SOUNDTRANSIT</p>		PARCEL AREA: 20,209 SF EASEMENT AREA: _____ FEE TAKE: 20,209 SF CONST. ESMT: _____ REMAINING AREA: 0 SF
		PARCEL MAP 440-SL-158 ASSESSOR NO.: 3445000098 DATE: 10/20/11 OWNER: PORT OF SEATTLE BLOCK NO.: N/A LOT NO.: 11 CITY OF SEATAC KING COUNTY, WA
<p>L & A LIN & ASSOCIATES</p>	LINK LIGHT RAIL PROJECT	

Exhibit G
Page No. 15

Exhibit G
Page No. 16

R/W No. SL158
PIN 3445000098
The Port of Seattle

Grantor's Entire Parcel:
(According to Chicago Title Insurance Company Order No. 1317240, dated December 10, 2010.)

THAT PORTION OF THE SOUTH HALF OF TRACT 11, HOMESTEAD PARK FIVE ACRES TRACTS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 11 AND
THENCE RUNNING NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT, A DISTANCE
OF 82 1/2 FEET;
THENCE WESTERLY PARALLEL WITH THE SOUTHERLY BOUNDARY OF SAID TRACT 11 A
DISTANCE OF 250 FEET;
THENCE SOUTHERLY PARALLEL WITH THE WESTERLY BOUNDARY OF SAID TRACT 11, TO THE
SOUTH BOUNDARY OF SAID TRACT;
THENCE ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF DEEDED TO KING COUNTY FOR ROAD;
EXCEPT ANY PORTION THEREOF WHICH MAY BE WITHIN THE WEST 1 1/2 ACRES OF SAID SOUTH
HALF.

CONTAINING 20,209 SQUARE FEET, MORE OR LESS.



- | | | |
|------------------------------------|-----------------------------------|----------------------------------|
| 1 Delta Airlines Driveway | 5 Pedestrian Access | 9 Upper Drive Exit |
| 2 Airfield Gate E45 | 6 S 182nd Street Airport Exit | 10 South Parking Garage Exit |
| 3 Air Cargo Road South | 7 S 182nd Street Airport Entrance | 11 South Parking Garage Entrance |
| 4 S GT Lot & Service Tunnel Access | 8 Lower Drive Exit | 12 XGS Ramp |

NOTE: This listing of airport facilities and roadways is not intended to be all inclusive. It is incumbent upon Sound Transit and its contractor to make every effort to minimize impacts to airport operations and the traveling public and to maintain reasonable access to all airport facilities and adequate traffic flow on all roadways serving the airport during construction of the South Link project.

SHEET 1 of 1

Port of Seattle

Prepared By
Aviation Planning

Date
March, 2012

FEDERAL PROVISIONS

1. Applicability of Federal Grant Contract

- 1.1 The Memorandum of Agreement (the “Agreement”), to which these federal provisions are attached, may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1 as amended.
- 1.2 All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended, and the Master Grant Agreement, 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 Port of Seattle (the “Port”) shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- 1.3 The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that the Port and its lower tier Subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The following provisions of the FTA Master Agreement are hereby incorporated by reference into this Agreement, and the Port shall comply with all such requirements.
- 1.4 Copies of the FTA Circular 4220.1, as amended, and the Master Grant Agreement are available from Sound Transit.

2. Federal Funding Limitation

The Port understands that a portion of the funds to pay for the Port's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the Port's services.

3. Recovered Materials

- 3.1 The Port agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962),

including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.

3.2 These requirements flow down to the Port and all of its subcontractor tiers.

4. Energy Conservation

4.1 The Port agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4.2 These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

5. Federal Lobbying Restrictions

5.1 This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.2 Contractors and subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5.3 The Port shall submit the "Certification Regarding Lobbying," included in the Bid documents. The Port's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all

such subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Port, who is in turn responsible for keeping the certification forms of Subcontractors. Further, by executing the Agreement, the Port agrees to comply with these laws and regulations.

- 5.4 If the Port has engaged in any lobbying activities to influence or attempt to influence the entering of this Agreement, the Port must disclose these activities. In such a case, the Port shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities." Sound Transit must also receive all disclosure forms.
- 5.5 The Port and any Subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 - B. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 - C. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

6. Program Fraud And False Or Fraudulent Statements Or Related Acts

- 6.1 The Port acknowledges that the provisions of 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 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying contract, the Port certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Port further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Port to the extent the Federal Government deems appropriate.
- 6.2 The Port also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in

whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Port, to the extent the Federal Government deems appropriate.

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

7. Anti-Kickback

- 7.1 Sound Transit, the Port and its subcontractors are required to comply with the Copeland "Anti-Kickback" Act, 18 USC § 874 and 40 USC § 276(c), as supplemented in U.S. Department of Labor regulations, 29 CFR Part 3. Under state and federal law, it is a violation for Sound Transit, the Port and their respective employees, proposers, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.

- 7.2 "Kick-Back" as defined by Federal Acquisition Regulations (FAR), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

8. Civil Rights

The following requirements pertaining to nondiscrimination and civil rights apply to the underlying contract:

8.1 Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Port agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, the Port agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8.2 Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

A. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Port agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "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 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. In addition, the Port agrees to comply with any implementing requirements FTA may issue.

As required by 41 CFR 60-1.4, during the performance of this Agreement, the Port agrees as follows:

- (a) The Port will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Port will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Port agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Port will include the portion of the sentence immediately preceding paragraph 1.a and the provisions of paragraphs 1.a through 1.f in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so

that such provisions will be binding upon each subcontractor or vendor. The Port will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Port becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Port may request the United States to enter into such litigation to protect the interests of the United States.

- (c) The Port and its Subcontractors shall include the equal employment opportunity clause set forth in paragraph 1.a above in each of their non-exempt Subcontracts.

B. Age

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

C. Disabilities

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

- (a) The Port shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (b) The Port shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Port who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (c) The Port also agrees to include, at a minimum, these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. Flow Down

The Civil Rights requirements flow down to the Port and its subcontractors at every tier.

9. Certification Regarding Debarment, Suspension And Other Responsibility Matters

- 9.1 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Port is required to verify that the Port, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- 9.2 The Port is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 9.3 By signing and submitting its Bid, the Bidder certifies as follows:

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

10. Buy America Requirements

- 10.1 The Port agrees to comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7.
- 10.2 A bidder or offeror on the Port's subcontracts must submit to the Port the appropriate Buy America certification, attached herein, with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be

rejected as nonresponsive. This requirement does not apply to lower tier subcontractors

- 10.3 Whether or not a bidder certifies that it will comply with the applicable requirement, the bidder will be bound by its original certification and is not permitted to change its certification after the time that the bid is submitted, except for clerical error. A bidder that certifies that it will comply with the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements. (Buy America Regulations, 49 CFR Part 661.13(c))
- 10.4 If the Bidder is unable to certify compliance, but believes that it may qualify for an exception to the requirement consistent with section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, the Port, on behalf of the bidder, will tender the request for exception(s) to FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the bidder's time frame. Failure to achieve an exception will not relieve the bidder of its responsibilities under this Section.

11. Cargo Preference

Pursuant to 46 CFR Part 381, the Port agrees:

- 11.1 To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- 11.2 To furnish within twenty (20) Days following the date of loading for shipments originating within the United States, or within thirty (30) Business Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo described in paragraph A above to Sound Transit (through the Port in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Project.
- 11.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

11.4 The Port must properly execute and submit the "Cargo Preference Certificate" which is included in the Contract Documents, if applicable.

12. Fly America Requirements

The Port agrees to comply with 49 U.S.C. § 40018 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Port shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Port agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

13. No Obligation by the Federal Government

13.1 In connection with this Agreement, the Federal Government shall have no obligations or liabilities to the Port or any subcontractor or supplier at any tier that is not a party to the Grant Agreement that includes this Agreement.

Notwithstanding that the Federal Government may have concurred in or approved the solicitation for this Agreement, the Federal Government is not a party to this Agreement and has no obligations or liabilities to any entity other than Sound Transit, including the Port and its Subcontractors and Suppliers at any tier.

13.2 The Port agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

14. Clean Water

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

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

15. Clean Air

- 15.1 The Port agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. The Port agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 15.2 The Port also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Seismic Safety

The Port agrees that any new building or addition to an existing building will be constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Port also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

17. Changes In Governmental Regulations

- 17.1 In the event local, state or federal laws or regulations were not announced or enacted at the time of bid, and such laws or regulations make standards more stringent or compliance more costly under this Agreement, the Port shall notify Sound Transit in writing of such laws or regulations and their effects on the scope, schedule and budget of the Work promptly after the Port first became aware of the laws and regulations and prior to incurring any such expenses.
- 17.2 Sound Transit will make a determination as to whether the Port should be reimbursed for any such expenses or any time extensions should be granted in accordance with the General Conditions.
- 17.3 In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Port's Work less expensive, or less difficult, then Sound Transit shall have the option either to require the Port to perform pursuant to the more rigorous requirements or issue a change order to incorporate the revised governmental requirements and deduct an appropriate value for the work not performed. Sound Transit shall give the Port notice of Sound Transit's determination.

18. Electronic and Information Technology

When providing reports or other information to Sound Transit, or to the FTA, among others, on behalf of Sound Transit, the Port agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

19. Disadvantaged Business Enterprise Program

In addition to the Port's Disadvantaged Business Enterprise Program provisions, the Port shall comply with the following requirements:

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

19.2 The Port shall comply with the following assurance:

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

19.3 The Port shall include in each subcontract it awards pursuant to this Agreement the following assurance:

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

20. No Texting While Driving

- 20.1 Port shall comply with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009. Port shall:
- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving;
 - B. Port-owned or Port-rented vehicles or Government-owned, leased or rented vehicles;
 - C. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - D. Any vehicle, on or off duty, and using an employer supplied electronic device.
 - E. Conduct workplace safety initiatives in a manner commensurate with the Port's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 20.2 "Driving" is defined as operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- 20.3 "Text Messaging" is defined as reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- 20.4 Port shall include this provision in all subcontracts at all tiers.

21. **Prevailing Wages**

- 21.1 This Agreement is subject to Chapters 39.12 and 49.28 RCW, amendments thereto, and regulations issued thereunder, relating to Washington Department of Labor & Industries ("L&I") prevailing wage requirements. This Agreement also requires compliance with Davis-Bacon Act, 40 U.S.C. Sections 3141 et seq., and its implementing regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 CFR Part 5. This Agreement, or portions thereof, may be subject to both Davis-Bacon Wage Rates and State of Washington Prevailing Wage Rates, in which case the higher of the wage rates and fringe benefit schedules shall apply.
- 21.2 The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the Department of Labor and Industries' website: (<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>). Based on the date of this Agreement, the applicable effective date for prevailing wages for this project is August 1, 2012. A copy of the applicable prevailing wage rates are also available for viewing at Sound Transit's office, located at 401 S. Jackson St., Seattle, Washington. Upon request, The Port will mail a hard copy of the applicable prevailing wages for this project. A copy of the current federal DOL rates is included in Attachment One – Davis Bacon Wage Rates. If employing labor in a class not listed in such schedule(s), the contractor shall require the industrial statistician to determine the correct wage rate for that class and locality.
- 21.3 Contractor shall examine and be familiar with such requirements. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor or a failure to include in the Contractor's bid price adequate increases, if applicable, in such wages during the performance of this Contract.
- 21.4 Required Documents: Pursuant to Chapter 39.12 RCW, the Contractor and each subcontractor shall submit the following documents to the Port:
- A. Before payment is made by the Port, the Contractor and each Subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" that has been approved by the industrial statistician of the Department of Labor and Industries.
 - B. With each request for payment, the Contractor shall submit a statement that prevailing wages have been paid in accordance with the "Statement of Intent to Pay Prevailing Wages" filed with the Port.
 - C. Following Final Acceptance of the Work and before funds retained according to RCW 60.28.010 are released to the Contractor, the

Contractor and each subcontractor shall submit an “Affidavit of Wages Paid” that has been approved by the industrial statistician of the Department of Labor and Industries.

- D. Any fees charged by the Department of Labor and Industries for filing the “Statement of Intent to Pay Prevailing Wages” and the “Affidavit of Wages Paid” shall be paid by the Contractor and each subcontractor, as applicable; if Sound Transit pays such fees for any reason, then the Contractor shall be charged the amounts thereof, and shall remit the same to Sound Transit.