

**Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail**

May, 2003

Council amended June 2, 2003

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Exhibits

This AGREEMENT ("Agreement") is entered into this _____ day of _____ 2003, by and between the Central Puget Sound Regional Transit Authority (hereinafter referred to as "Sound Transit") and King County (hereinafter referred to as "the County") and as may be referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, pursuant to Chapters 36.56 RCW and 35.58 RCW and public vote, the County is authorized to perform metropolitan public transportation functions; and

WHEREAS, pursuant to Chapter 81.112.070 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit's service area boundary set forth in *Sound Move*, the Ten Year Regional Transit System Plan; and

WHEREAS, *Sound Move* provides for a high-capacity transit system comprised of an electric light rail component that operates between the Cities of Seattle, Tukwila, and Seatac ("Central Link"); and

WHEREAS, by Resolution 2001-16, the Sound Transit Board determined that the Initial Segment of Central Link to be constructed and operated shall be the 13.9 miles from the Tunnel Annex through the Downtown Seattle Transit Tunnel ("DSTT") to South 154th Street in the City of Tukwila (Initial Segment); and

WHEREAS, the County and Sound Transit have approved a Memorandum of Understanding dated May 11, 1998 that describes the general relationship between the County and Sound Transit and provides for specific project agreements to be developed by the County and Sound Transit as warranted; and

WHEREAS, Sound Transit, the County and the City of Seattle have entered into an Agreement regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities effective July 9, 2002 (DSTT Agreement), which describes the general conditions and relationship between Sound Transit and the County regarding use of the DSTT; establishes that Sound Transit shall have the right to use or purchase the DSTT for high capacity transportation ("HCT") purposes; and directs the development of an intergovernmental agreement for operations and maintenance of Central Link between Sound Transit and the County; and

WHEREAS, the DSTT Agreement required that if the Parties were unable to execute an operations and maintenance agreement for Central Link by March 31, 2003 (or by date of any extension), Sound Transit would be required to purchase the DSTT from the County; and

WHEREAS, the regional transportation system will be improved if both buses and light rail trains operate through the DSTT by enabling regional bus routes to continue to use the Tunnel and benefit transit patrons not directly served by light rail; and

WHEREAS, the Parties recognize, however, that operation of both buses and light rail trains within the DSTT will require a safe and efficient coordination of vehicle movements; and

WHEREAS, the Parties believe that safe and efficient coordination of vehicle movements in the DSTT can best be accomplished by having a single agency be responsible for the operation of both the buses and light rail trains; and

WHEREAS, Sound Transit has found that the County has unparalleled experience in the region with regard to operating and maintaining a major transit system; and

WHEREAS, the Parties recognize that the assumptions upon which the tasks and costs agreed to in this Agreement will likely change by the time of commencement of certain Start-Up activities and operations due to changes in, among other things, design, technology, the description of activities and governmental regulations; and

WHEREAS, Sound Transit and the County have determined it to be within the public interest to enter into an agreement for the operation of Central Link; and

WHEREAS, Sound Transit is authorized to contract for public transportation services as herein provided pursuant to 39.33.050 RCW; and

NOW, THEREFORE, in consideration of the mutual terms and obligations contained herein, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

1.1 Purpose and Scope

The Agreement, including all attached Exhibits specifies the roles and responsibilities regarding the operations and maintenance of Central Link during Start-Up and passenger service.

1.2 Definitions

The Parties agree that the words, terms and abbreviations as used in this Agreement shall be defined in Exhibit A hereto and specifically incorporated herein.

2.0 SYSTEM DESCRIPTION

The Initial Segment of Central Link will consist of 13.9 miles of double track serving eleven (11) stations seven (7) days a week and use a barrier free proof of payment fare system. Attached as Exhibit B is a general description and diagram of the portion of Central Link that is covered by the terms of this Agreement.

3.0 GENERAL

3.1 The County's Obligations

3.1.1 Work

The County will perform all Work related to operating and maintaining Central Link as described in this Agreement. The County also agrees to perform at a level that will meet or exceed the standards set forth in the Performance Standards attached as Exhibit C

that address providing safe and well-maintained equipment and facilities, on-time operations, and high-quality service. The Work includes, but is not limited to the following:

- A. Assisting Sound Transit with Start-Up activities;
- B. Operating Central Link in accordance with the Central Link Operations Plan;
- C. Maintaining equipment, facilities, systems and right-of-way in accordance with the Central Link Maintenance Plan and the Central Link Maintenance Matrix attached hereto as Exhibit D;
- D. Preparing, updating and maintaining all procedures for the plans as listed in the Responsibility Matrix attached as Exhibit E;
- E. Providing paratransit services for Central Link;
- F. Providing and managing operations, maintenance and supervisory personnel assigned to the Rail Section and other support personnel as necessary; and
- G. Taking immediate action to manage any situation that would cause a delay or loss of Central Link service.

3.1.2 Separate Rail Section

The County will create a Rail Section with distinct job classifications (including multi-skilled positions), work rules and management staff, to operate and maintain Central Link. Central Link seniority will be based on the start date of hiring into a specific classification in the Rail Section. The Rail Section will include the mission-critical activities of vehicle maintenance, rail operations, and maintenance of right-of-way, power and signals. These activities are considered mission critical because of the tight integration and incident response requirements of these elements in rail system operations. The County will ensure that its Rail Section is organized separately from its existing Transit Division sections and will negotiate terms of any labor agreements related to Rail Section staff as distinct and separate from those currently in place for other King County Metro personnel. Functions that are not mission-critical may be performed by other administrative and support departments within the County or third parties. Staff in the County's Rail Section will be headquartered at Sound Transit's Operations and Maintenance Facility. The Rail Section will have a Sound Transit identity in areas such as employee uniforms, signage, vehicle color, and customer information.

3.1.3 Third Party Contracts

As is further set forth in this Agreement, the County shall use third party subcontractors for certain services. The services that the County will be required to subcontract are listed in Exhibit F.

3.1.4 Information Systems

Sound Transit may choose to have the County use the County's current information systems for the Work. A determination will be made as described in Section 5.1.7 in Exhibit G, Start-Up, if the County will provide ongoing maintenance and monitoring for the systems.

3.2 Sound Transit's Obligations

3.2.1 Retained Responsibilities

Sound Transit will retain certain responsibilities in connection with the operations and maintenance of Central Link. Said responsibilities include but are not limited to the following:

- A. All policy decisions;
- B. Financial control and management oversight of the Agreement;
- C. Approval of the County's Central Link staffing levels;
- D. Provision and replacement of facilities, systems, equipment and vehicles listed in Exhibit H, List of Sound Transit Owned Facilities and Equipment, except as otherwise provided in this Agreement;
- E. The handling of fare policy, collection and equipment maintenance;
- F. Design and management of Central Link Security Program
- G. Equipment procurement, except as otherwise provided in this Agreement;
- H. Coordination with utility companies for services and with cities for traffic signal coordination. The County will assist when appropriate;
- I. Engineering and design of capital improvements and management of major capital improvements and replacements for Central Link;
- J. Preparation and amendment of the Service Plan with assistance of the County; and
- K. Contracting for any service not specifically assigned to the County under this Agreement.

3.2.2 Coordination with the County

The Parties will discuss policy, service development, financial and planning issues affecting Central Link. However, final authority shall remain with Sound Transit.

4.0 OWNERSHIP AND USE OF CENTRAL LINK

4.1 Central Link Other Than DSTT

Ownership of Central Link, other than the DSTT, will remain with Sound Transit. The County has agreed to not use or permit the use by third persons of Central Link, other than the DSTT, for any purpose other than the operation and maintenance of Central Link. The County will not lease, sublease, or license any of the premises or equipment of the Central Link system, other than the DSTT, except as specifically permitted by Sound Transit.

Sound Transit may direct the County to permit use of Central Link facilities, other than DSTT, by third parties for private use. To the extent FTA approval is required, Sound Transit shall obtain such approval in advance of directing the County. Revenues accruing from any such use will be retained by Sound Transit. Any such third party use of such Central Link facilities will be considered a variation to the Work, and the County shall be compensated as set forth in Section 22.1.8 of this Agreement for any additional costs it incurs in connection with such third party use. Sound Transit shall require that a third party execute an indemnity agreement providing both Parties with defense, indemnity and insurance protection.

4.2. DSTT

The ownership of the DSTT shall remain in the County. Sound Transit's rights to use of the DSTT for its Central Link service and its Express Bus service are specified in the DSTT Agreement. The County retains all rights to grant third parties use of the DSTT subject to the provisions of Section 27 of the DSTT Agreement and subject to first obtaining FTA approval as may be required.

The County shall confer with Sound Transit regarding the third party use when it may impact Central Link or express bus service or tunnel operating/maintenance costs. If the third party use increases the costs of DSTT operations and maintenance, the County will share the revenue received from the third party with Sound Transit in the same percentage then applicable for the Parties' sharing of the costs of operating and maintaining Common Elements in the DSTT. The Dispute Resolution process of the DSTT Agreement shall apply in the event the Parties cannot agree on whether a proposed third party use materially interferes with or materially increases the cost of operation of Sound Transit's service. The County shall require that a third party execute an indemnity agreement providing both Parties with defense, indemnity and insurance protection.

5.0 START-UP

The thirty-six (36) month period that precedes the Passenger Service Date (PSD) shall be considered the Start-Up Period for Central Link. It will overlap with construction and some Start-Up activities may continue past the PSD. The Start-Up Period will be used to hire Rail Section staff to prepare for actual operation and maintenance of the system and will include but not be limited to system testing, hiring of staff, training, public education, system certification and commissioning, and development of plans and procedures as outlined in Exhibit G, Start-Up.

Sound Transit is responsible for testing, safety certification, public education and system commissioning. Where appropriate, Sound Transit will assist the County in its preparation for assuming its duties as the operator and maintainer of the system.

Sound Transit developed a preliminary scope, staffing plan, and cost estimate for Start-Up based upon Sound Transit requirements for this activity. The Parties will review, further refine and amend the scope, staffing plan, and cost estimate as the assumptions used to define tasks including level of effort and timing, the Construction Schedule (Exhibit I), and the equipment and systems procurement schedules are refined. The review will follow the agreed upon process as outlined in Section 22.0, Compensation.

The Parties acknowledge that there may be tasks that are key to system Start-Up but need to be accomplished before the defined Start-Up Period. The Parties agree to review these tasks for funding on an individual basis. The Sound Transit Executive Director and the Director of the King County Department of Transportation are authorized to enter into agreements to perform such tasks.

Sound Transit will establish the final Passenger Service Date (PSD) and inform the County at least six (6) months in advance of the selected date. The Parties acknowledge that the PSD may not occur at the start of a transit service change. If the PSD is other than at the start of a transit service change, the County will coordinate its bus service at the next service change.

6.0 SERVICE PLANNING AND SCHEDULING

6.1 Service Plan

By the end of the second quarter of each year, Sound Transit will provide the County an annual service plan for the coming year that includes headways, special events, and operating hours. Sound Transit will discuss proposed changes with the County prior to finalization of this plan.

6.2 Scheduling/Assignments

The County will prepare train schedules and personnel and equipment assignments to meet the annual service plan. The County will make every effort to provide personnel and equipment for special events not included in the Annual Service Plan per Sound Transit's request.

6.3 Rail/Bus Coordination

The County and Sound Transit will cooperate on the coordination and integration of bus and rail service.

7.0 OPERATIONS

7.1 Overall Services

The County will operate Central Link using the vehicles, facilities, equipment and systems provided by Sound Transit. Except as otherwise provided herein, the County will manage operational activities including but not limited to service quality, communications systems, training, emergency response, employee management and assignment, safety, commissioned officers, and special events. The County will manage the service during normal, special and emergency operations.

7.2 Operations Plans

The County's operation and management of the Central Link System will be guided by several plans including the Central Link Operations Plan, the Central Link Maintenance Plan and the Link Security Program Plan. These plans will be prepared by Sound Transit with support by the County. In addition, the jointly developed DSTT Joint Bus/Rail Operating Plan will serve as a guide for the DSTT portion of the Central Link Rail line. Any revisions to the plans will be provided to, and discussed with the County. The plans will serve as the basis for the County to develop staffing plans, training programs, operating and maintenance rules, and standard operating procedures for Central Link service.

7.3 Operating Procedures

The County will implement and maintain the Operating Rulebook and the Standard Operating Procedures. Revisions will be reviewed by Sound Transit prior to issuance.

7.4 Training Program

The County will ensure that all employees and contractors are properly trained. The County will implement and maintain an overall training program that includes initial and refresher training. The program and any updates will be reviewed with Sound Transit. The program will include training for the Rail Section staff, support staff, and contractors in specialized light rail tasks.

7.5 Service Disruption Notification

If there is any reason that prevents the County from performing any scheduled round trip or service delays in excess of twenty (20) minutes on any day, the County shall notify the Sound Transit Link Light Rail Operations and Maintenance Manager ("Link Operations Manager") or designee as soon as practical in person, by telephone, or pager. The Parties will develop a contact list and notification process.

7.6 Urgent/Emergency Notification to Sound Transit

The County will report to the Link Operations Manager or designee all emergency operations, or any accidents or incidents that result in death, serious injury, or major property damage in person, by telephone or pager. Notice must be given no later than ten (10) minutes from the time the incident is reported to County staff. A written report from the County will be transmitted electronically or by fax within forty-eight (48) hours.

7.7 Emergencies

The County will respond to emergencies on trains, at stations or along the right-of-way. The response will include notification of appropriate emergency services and Sound Transit, and providing replacement or supplemental service when primary rail service is interrupted as defined in the Central Link Emergency Management Plan. This plan will be updated annually by the County and reviewed by Sound Transit.

7.8 Bridging with Bus Service

The County will bridge the rail service during emergencies or planned disruptions to rail service.

7.9 Central Link Operations Control Center

The County will provide continuous and uninterrupted operations of the Central Link Operations Control Center. The County will operate and manage the Central Link communications systems including the radio, SCADA, CCTV (tbd), public address and variable message signs.

7.10 DSTT Operations Control Center

The County will monitor and control bus and train movements in the DSTT and operate communications systems including radio, SCADA, CCTV, public address and variable message signs from the Tunnel Operations Control Center.

8.0 MAINTENANCE

8.1 Overall Services

The County shall be responsible for maintaining Sound Transit vehicles, facilities, equipment and systems in accordance with the Central Link Maintenance Plan, manufacturer's recommendations, warranty requirements, industry practice, information provided by final design and installation contractors, and the Central Link Maintenance Matrix, Exhibit D. The County will be responsible for implementing and updating maintenance procedures. The level of maintenance will be approved by Sound Transit.

8.2 General Maintenance

This section applies to the provisions common to the maintenance of systems, facilities, equipment and vehicles.

8.2.1 Maintenance Management Information Systems (MMIS)

The County shall implement and maintain Maintenance Management Information Systems compatible with the numbering system developed by Sound Transit for Central Link, to track and maintain accurate maintenance records for vehicles, facilities, equipment and systems. These Maintenance Management Information Systems will include all details for each repair or inspection, such as, the vehicle, facility, or equipment number; date of problem; date of repair or inspection; a detailed description of the problem and/or the repair; materials and parts required for the repair; the identification of who worked on the repair; and the amount of time taken to repair or inspect.

Prior to the commencement of the County's tracking of maintenance work on any Central Link vehicle, facility, equipment or system, Sound Transit or its contractor will provide the County an inventory of that asset, that includes the following information: Sound Transit equipment number, location, equipment type (system association – i.e. HVAC, fire systems etc.), manufacturer, model, serial number, Sound Transit asset number (if assigned), vendor, purchase date, Start-Up date, and warranty date.

Key Sound Transit staff shall have access to the data in a read-only capacity and have the ability to print standard system reports at any time. Reports generated by Sound Transit staff will be the property of Sound Transit. As any changes occur to the reporting function of the Maintenance Management Information Systems, the County will provide training to Sound Transit staff as needed.

8.2.2 Parts

Sound Transit will provide and the County shall maintain a level of spare parts and equipment based on a minimum/maximum criteria agreed upon with Sound Transit. As spare parts or equipment are used or consumed, the County shall order them through Sound Transit contracts with all invoices sent to Sound Transit for payment directly to the supplier. Replacement of parts costing in excess of a specified dollar amount per part as determined by the Link Operations Manager or designee will require Sound Transit's prior approval. Minor consumables such as wire, small hardware, etc., shall be purchased by the County.

8.2.3 Tools and Test Equipment

Special test equipment and tools will be provided by Sound Transit. Minor and common test equipment and hand tools will be purchased by the County.

8.2.4 Documentation

Sound Transit will provide all as-built drawings and maintenance manuals. Sound Transit will be responsible for updating this information. Configuration management responsibility is defined in Section 9.

8.2.5 Appearance Review of Vehicles, Right of Way and Facilities

The County will be responsible for the regular and detailed cleaning of the inside and outside of revenue and other Sound Transit vehicles, right of way, and all Central Link Facilities. The rail vehicles, the right of way, and customer facilities should be clean. Sound Transit has a policy of graffiti-free facilities and equipment. The County will remove graffiti in accordance with the Central Link Maintenance Matrix in Exhibit D.

Sound Transit will develop a program to regularly check system cleanliness that includes a cleanliness standard checklist developed with input from the County and monthly reviews. County staff will accompany Sound Transit staff during the reviews.

8.2.6 Use of Vehicles and Equipment

The County shall use the vehicles and equipment provided by Sound Transit solely for the purpose of operating Central Link light rail service or for maintenance and other uses directly associated with the Central Link service. Should the County return any vehicle or equipment prior to the end of the Agreement or at the end of the Agreement, such property will be returned in good condition assuming normal wear and tear.

8.2.7 Training Program

The County will ensure that all employees and contractors are properly trained. The County will implement and maintain an overall training program that includes initial and refresher training. The program will include training for the Rail Section staff, support staff, and contractors in specialized light rail tasks. The program and any updates will be reviewed with Sound Transit.

8.2.8 Standard Maintenance Procedures and Manuals

The County will implement and maintain standard maintenance procedures and manuals for Sound Transit vehicles, facilities, equipment and systems based upon the Central Link Maintenance Plan and the Central Link Maintenance Matrix, manufacturer's recommendations, warranty requirements, industry practices, and information provided by final design and installation contractors. The procedures and any updates will be reviewed with Sound Transit.

8.3 Communications Systems Maintenance

The County will be responsible for providing all maintenance of hardware and software included in the Central Link Communications System.

The Communications System includes all hardware and software elements such as the cable transmission system and cable plant, including but not limited to maintenance of cable records; voice systems; data switches; SONET network, including network management; radio systems; the SCADA system, including associated software upgrades and databases; power supplies; the public address system; and variable message signs.

8.4 Facilities Maintenance

The County will be responsible for all Central Link facilities maintenance. The facilities include, but are not limited to, the Central Link Operations and Maintenance Facility, park and ride lots, station platforms, mezzanines, entries to stations including tunnels, related plaza areas, interior rooms including mechanical and electrical spaces, and systems building screening.

8.4.1 Art at Facilities

The County will clean the artwork including graffiti removal as part of the regular maintenance of the facilities. Sound Transit will provide special cleaning information and instructions when necessary. Sound Transit shall be responsible for artwork repair.

8.4.2 Signage Maintenance

The signage at the Central Link stations will conform to the Sound Transit Regional Signage Program specifications and standards. The Parties' responsibilities for the signage fabrication and maintenance are outlined in Exhibit J: Signage Hardware/Changeable Information Matrix.

8.5 Right-of-Way Maintenance

The County will be responsible for inspection and maintenance of right of way. This includes, but is not limited to, track, special trackwork, grade crossings, culverts and drainage structures, track electrical testing, weed control, and emergency track patrol after a collision, derailment or other incident.

8.6 Landscape Maintenance

The County shall be responsible for all related landscaping and irrigation on the right of way, stations, park and ride lots, and at the Central Link Operations and Maintenance facility.

8.7 Vehicle Maintenance (Light Rail and Other Vehicles)

The County will be responsible for providing all maintenance of Central Link's Light Rail and other vehicles.

8.7.1 Heavy Repair/Major Overhaul of Rail Vehicles

The County will be responsible for heavy repair and major overhaul of the light rail vehicles. The County shall analyze options that include subcontracting and present the options with estimated scope, cost and schedule to Sound Transit for review and prior approval.

8.7.2 Special Campaigns or Fleet-wide Modifications

The County will be responsible for special campaigns and fleet-wide modifications. The County shall analyze options that include subcontracting and present the options with estimated scope, cost and schedule to Sound Transit for review and prior approval.

8.7.3 Component Repair

The County is responsible for all component repairs. Component repair in excess of a specified dollar amount per component, as determined by Link Operations Manager or designee, will require Sound Transit's prior approval. Sound Transit will provide oversight of component repair and review decisions related to replacement or repair of major components.

8.7.4 Maintenance of Car History

The County will be responsible for receiving and maintaining the car history books prepared by the Light Rail Vehicle (LRV) contractor. The configuration information may be incorporated into the MMIS or maintained in the history books.

8.7.5 Other Sound Transit Vehicles

The County is required to arrange competitively priced maintenance for all other Sound Transit-provided vehicles on a schedule approved by Sound Transit.

8.8 Systems/Electrical Maintenance

The County will be responsible for providing all maintenance of Sound Transit's systems /electrical facilities.

The systems/electrical includes all hardware and any software elements such as traction power substations, overhead contact systems, signaling systems, grade crossing warning systems, track and wayside electrical circuits, electrical switchgear, shop and yard electrical lighting and power distribution, fire alarms, station lighting and electrical facilities, and electrical controls for mechanical systems for elevators and tunnel ventilation fans.

9.0 CONFIGURATION MANAGEMENT

Sound Transit shall be responsible for configuration management. The County may propose changes to Central Link capital assets that affect their physical and/or operational characteristics via a change proposal, which includes the following:

- A. Description of the proposed change;
- B. A markup of as-built drawings and/or other as-built documentation;
- C. Estimated cost of change;
- D. Justification for the change;
- E. Service and operating and maintenance cost impacts of the change;
- F. Schedule for completion of the change; and
- G. Responsibilities of each agency and department

Sound Transit will review the proposal and determine if the change merits implementation. If the proposed change is approved, Sound Transit will prepare and fund a work order to effect the change. Once the work is completed, Sound Transit will inspect the work for adherence to the proposal, applicable codes and regulations, and quality of workmanship. Sound Transit will be responsible for revising the as-built drawings, and maintenance manuals to reflect the updates, and will maintain the master file for all as-built drawings and documentation. Updated drawings and manuals will be provided to the County.

10.0 CUSTOMER SERVICES/INFORMATION/MARKETING

10.1 Overview

The County will be responsible for providing the necessary management, training, automated information, and telecommunications services used to provide customer services and products for Central Link as described in this section. The Parties agree to coordinate and, at times, work jointly in marketing, advertising, special events and special service.

10.2 Customer Services

The County shall provide Central Link customer services in accordance with agreed upon customer service operating procedures. The Parties will update procedures as necessary.

10.2.1 Schedule Information and Trip Planning

The County shall provide Central Link schedule information and trip planning using customer service representatives and/or automated systems in the same manner provided for County transit services during the standard hours of service.

10.2.2 Customer Comments

The County shall collect and report customer comments for Central Link using mutually agreed upon categories similar to format and manner currently used by the County.

10.2.3 Electronic Information

The County shall provide Central Link online service information including trip planning, special event, emergency information via a link to the Sound Transit Web site, developed and maintained by Sound Transit. Service information will be coordinated between the County and Sound Transit.

10.2.4 Lost and Found

The County shall provide lost and found services in the same manner and during the same hours as the County provides for its bus service.

10.3 Fare Media Sales

The County will be responsible for fare media sales in accordance with separate fare collection agreements entered into by the County with Sound Transit.

10.4 School Education Program

The County will include information about Central Link in their school outreach program in the normal course of business.

10.5 Printed Customer Information Distribution

The County will distribute Central Link schedule information at employment sites and other locations where it is geographically appropriate and in the normal course of business.

10.6 Training

Sound Transit acknowledges that some initial and ongoing training will be necessary for the County customer service staff or other County staff providing services. Sound Transit will provide or approve any training program.

10.7 Signage Hardware/Changeable Information

The Parties' responsibilities are outlined in Exhibit J: Signage Hardware/Changeable Information Matrix.

The County will install and maintain the changeable information such as system maps, area maps and ticket vending machine information provided by Sound Transit in the Central Link station display cabinets. The County will produce and install rider alerts schedules and related bus information at the stations and adjacent bus stops. The County will update the customer information in the interior and exterior of the Central Link vehicles.

10.8 Surveys

The Parties agree to collaborate on customer surveys and share information as appropriate. If the Parties determine that a survey is best done jointly, then the Parties will agree upon the scope of work and cost.

10.9 Marketing

Sound Transit shall be responsible for all marketing and advertising of the Central Link service. The County will include marketing materials about Central Link provided by Sound Transit where it is geographically appropriate and in the normal course of business.

10.10 Technology

Sound Transit will work with the County to modify the current system so that the Central Link stations ring down telephones will be answered by the County as "Sound Transit". If the technology changes are made to the communications systems, then all calls made by customers will be configured to be identified separately and answered by the County staff as "Sound Transit."

10.11 Media Relations

Except as otherwise identified in this Agreement, Sound Transit shall be responsible for all communications with the media about Central Link. The County shall direct all requests for information from the media to the Sound Transit's Media Relations Specialist or designee.

Link special service or event service information including media advisories and press releases will be coordinated between the County and Sound Transit. The Parties will meet and develop procedures.

10.12 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 County agrees that it will not discriminate against anyone in the transit riding public because of race, color, creed, national origin, sex, age, or disability.

11.0 SAFETY

11.1 Plans

11.1.1 System Safety Program Plan

The County shall maintain a System Safety Program Plan in accordance with Washington Administrative Code 468.550.

11.1.2 Accident Prevention Plan

The County shall implement and maintain an Accident Prevention Plan relating to employee safety, that is effective in practice and that fully meets the requirements of Washington Industrial Safety and Health Administration (WISHA) regulations. Sound Transit will review updates prior to issuance.

11.1.3 Joint Review Committee

The County shall participate in a jointly developed system safety committee with Sound Transit safety personnel. This committee will review plans and procedures for safety issues, promote safety, and be the audit mechanism for monitoring safety performance under the contract.

11.2 Accident Review Board

The County shall maintain an Accident Review Board that will evaluate the preventability of accidents. The County will prepare procedures to be reviewed and approved by Sound Transit.

11.3 Investigation

The County shall investigate Central Link related accidents or safety incidents alleged to have occurred in or on Central Link Light Rail service, right of way, and facilities. The County shall provide qualified personnel to lead these investigations and maintain appropriate documentation.

11.4 System Reviews

The Washington State Department of Transportation (WSDOT) will conduct a triennial audit of Central Link's System Safety and Security Program Plan implementation. The County will participate and cooperate fully with any such review. The County and Sound Transit will develop corrective action plans to respond to any noted deficiencies. Sound Transit will be responsible to pay any costs due to WSDOT that are associated with the audit.

12.0 SECURITY

As a component of Sound Transit's System Security Program Plan (SSPP), Sound Transit with input from the County will implement and maintain the Central Link Security Plan. The Sound Transit Central Link Security Plan is considered a dynamic plan, and Sound Transit will consult with the County on modifications. Sound Transit will provide the County the revisions as they occur. Sound Transit will provide the County a revised copy annually.

The County will provide commissioned officers from their law enforcement provider to patrol Central Link vehicles and facilities as part of the Central Link Security Plan. Sound Transit will provide fare enforcement teams and facility security and will incorporate the commissioned officers into the Sound Transit program. The Parties will meet monthly to review the program.

12.1 Commissioned Officers

Sound Transit is purchasing commissioned officer services from the County to be billed at an hourly rate. The County will assign commissioned officers from their law enforcement provider to work on Central Link. DSTT security is addressed in Section 13.0, DSTT.

12.2 Schedules

The County will provide the commissioned officers' schedules for Sound Transit approval. To promote coordination of the Central Link Security Program, Sound Transit will provide the County with the schedules for the contracted security teams.

12.3 Training

Sound Transit will provide the commissioned officers training on Central Link information and Sound Transit related policies, procedures, facilities, and equipment.

12.4 Emergencies

In an emergency, Sound Transit's contracted security will follow the instructions of the commissioned officers at the scene. The County will provide a written incident report to Sound Transit that includes a detailed description of the incident and the activities that were requested by the commissioned officers(s) and performed by the contracted security officer(s) within twenty-four (24) hours of the incident.

12.5 Data Collection

The County will collect and transmit the NTD data to Sound Transit as part of the monthly report.

13.0 DOWNTOWN SEATTLE TRANSIT TUNNEL (DSTT)

The Downtown Seattle Transit Tunnel (DSTT) shall consist of the Tunnel, the Merge Zone, the Tunnel Annex and the Tunnel Control Center. The County will be responsible for the operation and maintenance of the common and bus elements of the DSTT. The County will be responsible for the day to day management of the facilities and the services using the DSTT, including both County and Sound Transit buses as well as Central Link as they operate within the DSTT.

13.1 Operations

The County's operation of the DSTT will be guided by the DSTT Joint Bus/Rail Operating Plan.

13.1.1 Communications

All communications related to the DSTT will be controlled by the County and shall be coordinated from the Tunnel Control Center. The County will be responsible for radio communications with the operators of all buses and trains when they enter the facility. The County will be responsible for public communication that will occur via an audio public address system and variable message signs.

13.1.2 Systems

The County will monitor and manage all tunnel systems through SCADA. The County will provide electricity, water, telephone service and other utilities necessary for the operation of the DSTT's common and bus elements.

13.2 Maintenance

The County will be responsible for maintaining the tunnel and all its systems, components, equipment, vehicles and parts, except as identified in this section. This includes performing on-going inspections, testing, periodic maintenance, and inventory and data management. Sound Transit will pay for power consumed to operate the Light Rail Vehicles (LRV's) and any light rail elements in the DSTT.

13.2.1 Ticket Vending Machines

The County and Sound Transit will mutually agree on the locations to install Ticket Vending Machines within the DSTT. Sound Transit will be responsible for procurement, installation and maintenance of the Ticket Vending Machines.

13.3 Security

The County will be responsible for providing security in the tunnel and on vehicles in the DSTT. The County will directly hire or subcontract for security personnel.

14.0 PARATRANSIT

14.1 Service Requirements

The County will provide complementary paratransit service as required by Section 223 of the Americans with Disabilities Act of 1990 and as promulgated in 49CFR part 37, Subpart F as amended.

Due to the linear configuration of the Central Link's rail alignment, the Central Link paratransit service area shall be a continuous corridor as indicated by the map, which is attached as Exhibit K. A linear corridor extending three quarter mile on each side of the alignment is used to ease the administration of this Agreement.

The following conditions will also be met:

- A. The County will provide a letter to the FTA indicating that it is providing paratransit services for Central Link.
- B. If the County contracts with a third party to provide service Sound Transit will be provided with a copy of the contract.
- C. The County will notify Sound Transit of any federal or state Office of Civil Rights or its successor agency complaints, and the resolution of the complaints filed in reference to operation of paratransit services within the Central Link paratransit service area.

14.2 Eligibility Requirements

The County will provide a copy of the current eligibility requirements to include the application form and appeal process. The County will keep Sound Transit informed of any changes in eligibility requirements or procedures.

14.3 Parameters of Service

The County will provide the following information:

- A. 2002 Service Data:
 - 1) Total number of complementary paratransit trips with both origin and destination points within the Central Link alignment
 - 2) Cost per trip
 - 3) Cost per mile
 - 4) 2002 Rate of Trip Denials by month
- B. The information indicated in A above will be provided to Sound Transit for 2007 and annually thereafter.
- C. Cost estimates of provision of paratransit service in the Central Link corridor will be prepared using 2003 data. Estimates will be updated in 2007 and annually thereafter.

14.4 Implementation of Service

14.4.1 Administration of Services

The County shall furnish qualified and properly trained personnel as may be necessary to provide the complementary paratransit service under this Agreement. The County shall provide and operate the paratransit vehicles and manage all aspects of the paratransit operation including service quality, communications, security, training of its personnel,

and safety. Service provided by the County shall be consistent with and in accordance with the County's standard operating procedures including emergency procedures, unless otherwise stated. Copies of all procedures shall be provided to Sound Transit upon request. The County shall provide accident and incident investigation and management for safety, security, employee and customer issues. The County shall provide emergency management and response, including adverse weather planning.

14.4.2 Performance Standards

The County shall provide Sound Transit a copy of its current performance criteria for the provision of paratransit services and monthly performance reports to include, but not limited to, number of trips, trip denials and on-time performance. The County shall notify Sound Transit of any complaints concerning provision of complementary paratransit service related to Central Link service and the resolution of those complaints. If it is an emergency situation involving property damage, injury or police presence, notification will be made within twenty-four (24) hours. Notification of other complaints will be made within three (3) business days

14.4.3 Service Performance Reports

The County shall provide service performance data as specified in Exhibit L, Performance Reports.

14.4.4 Review

Cost of complementary paratransit service within the Central Link paratransit service area will be reviewed at the completion of one year of service and mutually agreed adjustments to compensation will be made.

14.4.5 Cost Formula

Sound Transit will pay for trip costs for fifty percent (50%) of the paratransit trips having both origin and destination within the Central Link paratransit service area corridor and fifty percent (50%) of the registration and certification costs for those registered paratransit riders within the Central Link paratransit service area corridor.

Sound Transit Monthly Trip Cost

The Parties will use the average system trip cost to calculate the trip costs in the Central Link paratransit service area corridor. The cost per trip is limited to the contractor's costs. The Sound Transit monthly cost is calculated by multiplying the number of trips that have both origin and destination within the Central Link paratransit service area times the average system trip cost divided by two (2):

$$\frac{\text{Number of monthly trips} \times \text{average system trip cost}}{\text{Two}} = \text{Sound Transit monthly trip cost}$$

Sound Transit Monthly Registration/Certification Cost

Sound Transit will pay registration and certification costs for fifty percent (50%) of registered paratransit riders who live within the Sound Transit paratransit service area corridor.

$$\frac{\text{Monthly certification/registration cost x \% of registered riders residing in Corridor}}{\text{Two}} = \text{Sound Transit Monthly Certification/Registration Cost}$$

$$\text{Sound Transit Monthly trip cost plus Sound Transit Monthly Certification /Registration Cost} = \text{Total Sound Transit Monthly Paratransit Cost}$$

15.0 ADMINISTRATION

15.1 Recruitment/Selection

The County shall maintain job requirements, job descriptions and compensation tables for the Rail Section positions in consultation with Sound Transit. The County shall comply with applicable Federal, State, and County laws, regulations, and collective bargaining agreements relevant to the recruitment and selection of employees providing service under this contract.

The County will not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, age, nationality, veteran status or the presence of any sensory, mental or physical disability unless based upon a bona fide occupational qualification.

The County will conduct competitive recruitment processes open to both internal and external applicants that result in highly qualified individuals being selected for the Rail Section. Except as otherwise provided, the County will confer with Sound Transit on elements of the selection processes, but shall have full responsibility for the design, development, and implementation of recruiting strategies, selection processes, job analysis, classification, compensation, testing, employment decisions, screening tools, and relevant background checks for applicants who will be operating and maintaining Central Link. The County will include Sound Transit in the recruitment and selection of the head of the Rail Section and his/her annual evaluation process.

15.2 Unsatisfactory Employee Performance and Employee Conduct

The County will be responsible for ensuring that Rail Section employees perform their jobs in a satisfactory manner. In the event an employee fails to perform satisfactorily or whose conduct is found to be unsatisfactory, the County will take appropriate corrective measures. Further, if Sound Transit becomes aware that a Rail Section employee is not performing satisfactorily, such information will be reported to the County. Sound Transit may request that appropriate action be taken with respect to any Rail Section employee whose performance causes a legitimate concern to Sound Transit. However, determination of any appropriate sanctions or actions rests with the County, which will be obligated to deal responsibly and responsively to such Sound Transit request.

15.3 Uniforms

Sound Transit will determine which job classifications in the Rail Section require the use of uniforms. Sound Transit will select uniforms for those classifications. Based upon the criteria provided by Sound Transit, the County will manage the uniform program.

15.4 Appearance Standards

All employees working on Central Link are expected to be neat and clean when they are performing their work. The County shall apply appearance standards approved by Sound

Transit to employees providing service under this Agreement. Sound Transit may conduct checks of the appearance of the County's employees and employees of their contractors and will report any issues to the County for proper action.

15.5 Drug Use and Alcohol Testing Program

Sound Transit prohibits the illegal manufacture, distribution, possession, or use of any controlled substance on Sound Transit property or equipment.

The County agrees to establish implement and maintain a drug and alcohol testing program that complies with 49 CFR Parts 655 and 40, produce any documentation necessary to establish its compliance with Parts 655 and 40, and, to the extent provided by law, permit any authorized representative of the United States Department of Transportation or its operating administrations, and Sound Transit, to review the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and audit the testing process and documentation with reasonable notice.

The County will annually certify its compliance with Parts 655 by March 1 of each year of the Agreement, and submit the Management Information System (MIS) reports by March 1 of each year of the Agreement to the Link Operations Manager or designee. To certify compliance, the County shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants" and "Cooperative Agreements," which is published annually in the Federal Register.

The County shall submit to Sound Transit written evidence of a program and certify compliance with the regulations including a copy of the Policy Statement developed to implement its drug and alcohol testing program, prior to commencement of service under this Agreement. The County further agrees to notify Sound Transit in writing of any changes or modifications to its drug and alcohol-testing program prior to implementing such changes or modifications.

15.6 Human Resources Information

The County will provide Performance Reports and information regarding Human Resources activities as provided in the attached Exhibit L.

15.7 Benefits and Records

The County will handle all payroll, benefits and employee records for the staff in the Rail Section.

15.8 Performance Monitoring

The County is responsible for the ongoing performance management of its employees and will provide copies of their ongoing performance monitoring programs and tools for the Rail Section employees to Sound Transit upon request.

15.9 Labor Relations

15.9.1 Compliance with Laws

The County shall comply with current and future laws and decisions of courts, administrative bodies and arbitrators, regulations, collective bargaining contracts, and other labor-related agreements applicable to the County's performance of labor relations activities and this Agreement. Nothing in this Agreement shall be construed as requiring the County to take any action that would violate current and future laws and decisions of

courts, administrative bodies and arbitrators, regulations, collective bargaining contracts, and other labor-related agreements.

If a provision of this Agreement is or becomes in conflict with laws, regulations or decisions of courts, arbitrators, administrative judges or examiners, or quasi-judicial administrative bodies whose decision have a precedential effect on the County's labor relations activities with regard to the Work, the Parties agree to amend this Agreement to eliminate the conflict.

15.9.2 Notice

The County shall promptly inform Sound Transit of any notice from a representative which proposes terms in a collective bargaining agreement covering Rail Section employees that conflict with the terms of this Agreement or materially change the terms of said collective bargaining agreement. Prior to negotiating such a change, the County shall provide Sound Transit with an analysis of the potential effects of the proposed change on the County's ability to comply with the terms of this Agreement and the cost of performing Central Link work.

15.9.3 Reimbursement

Sound Transit shall reimburse the County for the costs incurred by the County in complying with obligations under current and future laws, regulations and decisions of courts, arbitrators, administrative judges or examiners, or quasi-judicial administrative bodies. Provided, however, in the event this Agreement is terminated based upon the County's default, or is terminated by the County for its convenience, then the County shall be responsible for the labor costs, if any, that arise from said termination under the County's collective bargaining agreements, ordinances, policies and procedures, including but not limited to terms and conditions regarding seniority and layoff procedures.

15.9.4 13(c)

Sound Transit shall reimburse the County for the cost of complying with all 13(c) agreements applicable to Rail Section employees. Provided, however, in the event this Agreement is terminated based on the County's default, or is terminated by the County for its convenience, then the County shall be responsible for the costs, if any, that arise from a provision in the County's 13(c) agreement(s) that affords a greater benefit to a subject employee than is afforded in Sound Transit's 13c agreement(s). Prior to responding to 13c issues, the County will confer with Sound Transit and obtain Sound Transit's approval for the response.

15.10 Apprenticeship Programs

The Parties will develop apprenticeship programs in selected trade classifications during the second year of passenger service operation. The Parties will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

16.0 AUDITS, INSPECTIONS AND REPORTS

16.1 Audits, Financial and Environmental Records and Inspections

Sound Transit, the State Auditor, and any of their representatives shall have full access to and the right to examine the County's records with respect to all matters covered by this Agreement

and Central Link facilities. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, agreements, invoices, materials, payrolls, and other matters covered or related to this Agreement. Subject to applicable law and collective bargaining agreements, and upon reasonable advance notice to the County's designated representative, the County shall make appropriate employees available with County representation for interview by such auditors.

16.2 Quality Assurance/Performance Audits

Sound Transit will conduct quality assurance/performance audits to determine the quality of rail operations and maintenance of Sound Transit vehicles, systems, equipment and facilities.

16.3 Review

Sound Transit will review the results of the audits with the County and determine if any additional action is needed.

16.4 Reimbursement

The County agrees to cooperate fully with Sound Transit, the State Auditor, a federal agency auditor or any independent auditor chosen and retained by Sound Transit for auditing costs incurred under this Agreement. Sound Transit will reimburse the County for additional documented costs associated with copying.

16.5 Retention of Records

Copies of the records pertaining to the Work shall be furnished by the County upon request by Sound Transit and records pertaining to the cost of the Work shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office. Sound Transit will reimburse the County for additional documented costs associated with copying. All documents, books, papers, accounting records, and other materials pertaining to this Agreement shall be retained by each Party in accordance with their respective records retention schedules. Provided, however, records pertaining to the cost of the Work shall be retained for six (6) years, or for the length of time required by the State's public records laws if longer than six (6) years; and in the event of litigation or settlement of claims arising from the performance of this Agreement, each Party agrees to maintain these records until all such litigation, appeals, claims or exceptions are finally resolved.

17.0 PERFORMANCE

17.1 Performance Responsibility

The County will be responsible for providing a cost efficient, high quality light rail service that is dependable, comfortable, convenient, clean, safe and secure, and perceived as such by the customers and citizens of the community it serves. The County will provide this service in a cost effective and efficient manner.

17.2 Performance Standards

The Performance Standards set forth in the attached Exhibit C are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. The County will report on its performance against these standards on a monthly basis. Upon review, Sound Transit and the County will determine and implement actions where appropriate to address any problems.

17.3 Incentive Programs

The County will implement and maintain individual and team recognition programs that encourage safety, customer service, attendance, professionalism and outstanding performance of the Rail Section employees. The following principles are the basis for the program:

- The performance indicator improves the overall Central Link service to the public and keeps costs contained.
- The riders and public recognize the indicator as important to them.
- Incentives will be established at selected performance intervals.
- The incentive encourages employee participation.
- The Performance Standards are used in developing the programs.

Sound Transit will approve the programs and subsequent changes.

17.4 Customer Perception Survey

Sound Transit will establish an annual Customer Perception Survey that will include seven areas to be measured: system cleanliness, on-time performance, customer service, employee performance, mechanical reliability, security and safety. The initial survey would be done after the first twelve months of service to set a baseline. Sound Transit will share the results of the survey with the County for discussion and development of action plans as needed.

17.5 Performance Reporting

In addition to the indicators described in Exhibit C, Performance Standards, the County will provide all required information identified in Exhibit L, Performance Reports. This information will accompany the monthly invoice due on the 15th of every month and cover service from the previous month.

Sound Transit will use the Performance Reports and Performance Standards information to monitor the County's performance. Sound Transit will provide feedback, as appropriate, with the objective of improving overall performance and efficiency. This information will assist in assessing the County's performance for agreement extension. All raw data used to complete the Performance Report will be maintained by the County over the period of this Agreement and will be furnished to Sound Transit within ten (10) days, upon request.

18.0 INFORMATION REPORTING

18.1 Reporting Requirements

The County shall provide Sound Transit a report with the monthly invoice due on the 15th of every month for service from the previous month. A list of the data requirements to be submitted with the monthly invoice is provided in Exhibit M, National Transit Database Reports. The Parties recognize that these data requirements may change as necessitated by the Federal Transit Administration. All reports shall be the property of Sound Transit. The County shall not disclose the contents of these reports without prior notification and consultation with Sound Transit.

The County will be responsible for directly submitting National Transit Database (NTD) employee data and operators wages as direct operators of transit service purchased by Sound Transit.

18.2 Ridership Information

Ridership data collection shall be compiled using the methodology established prior to the Passenger Service Date. Ridership data will be collected by the County and submitted to Sound Transit on a monthly basis. Sound Transit shall be responsible for completion of the NTD reports using ridership information provided by the County.

18.3 Daily Service Report

The County will provide to the Link Operations Manager a daily service report by 0900 hours each morning.

19.0 MATERIAL AND WARRANTY MANAGEMENT

The County will administer the program and provide status reports. Sound Transit will provide oversight and review of the warranty management program.

19.1 Warranty Administration

The County will process the warranty claims for the Central Link rail vehicles, equipment and systems through its existing claims procedures. Sound Transit expects the County to pursue warranty claims to the maximum extent of coverage. The County will provide a summary monthly report of monthly warranty claims to the Link Operations Manager/or designee before the 15th of the month following the warranty claims.

It is understood that the County will submit warranty claims directly to the appropriate manufacturer/vendor for reimbursement. Such reimbursement will be made payable to the Sound Transit. The County will actively attempt to reach a resolution with the manufacturer/vendor. In the event that the manufacturer/vendor contests a warranty claim made by the County, the County will immediately notify Sound Transit of the dispute and forward all information.

The County shall not take or fail to take any action that would void or diminish the effectiveness of the manufacturer/vendor's warranty.

19.2 Warranty Tracking

The County will track and maintain warranty claim process and information through its system. The County shall maintain accurate records of all warranty repairs and claims made for each equipment/vehicle. These records will detail unit identification, date of warranty repair, description of repairs, claim numbers, and claim approval and reimbursement information. The County will make these records available to Sound Transit upon request.

19.3 Material Management

As part of Start-Up, Sound Transit will purchase manufacturers' recommended Start-Up inventory parts. The County will maintain agreed upon inventory levels and manage the inventory through its inventory management system. The County will purchase and manage other supplies and consumables to maintain Central Link vehicles and equipment.

20.0 ENVIRONMENTAL MANAGEMENT

20.1 Environmental Management System Plan

The County shall implement a documented environmental management system (EMS) to address applicable environmental regulatory requirements that include organizational structure, planning activities, responsibilities, practices, procedures, processes, and resources for developing, implementing, achieving, reviewing, and maintaining an environmental policy directed toward continuous improvement. The County shall deliver its EMS Plan to Sound Transit at least 180 days before the PSD.

20.2 Waste Minimization Plan

The County shall deliver, 180 days before the Passenger Service Date, a Waste Minimization Plan that includes source reduction practices that reduce or eliminate waste generation at the source; and environmentally sound recycling practices, where source reduction is not economically practical. Source reduction includes any practice that reduces the quantity and/or toxicity of pollutants entering a waste stream before recycling, treatment, or disposal. Examples include: equipment or technology modifications, reformulation or redesign of products, substitution of less toxic raw materials, improvements in work practices, maintenance, worker training, and better inventory control. Recycling includes the use, reuse and/or reclamation of waste residuals (that may be designated as a hazardous waste) or materials in a hazardous waste. A material is "used or reused" if it is used as an ingredient in an industrial process to make a product or, or if it is used as an effective substitute for a commercial product. A material is "reclaimed" if it is processed to recover a usable product, or if it is regenerated.

20.3 Energy Conservation Plan

The County shall implement and maintain an energy conservation program prepared in cooperation with Sound Transit.

20.4 Waste Disposal; Use of Hazardous Substances.

Sound Transit will provide waste storage facilities at the Central Link Operations and Maintenance facility, that are appropriate for storing waste as required by applicable laws and regulations. The County will recycle or dispose of, or cause the recycling or disposal of, all waste, residue, debris, materials and supplies (including paints and chemicals), and all other waste materials produced or generated by Central Link under this Agreement, in accordance with all applicable laws, regulations and ordinances. The County will use, contain, store and dispose of all Hazardous Substances employed in connection with this Agreement in accordance with all applicable laws, regulations and ordinances, and will keep appropriate records (i.e., Material Safety Data Sheets) for each Hazardous Substance used in the performance of the Work or stored on the System, as required by applicable laws.

20.5 Environmental Monitoring Requirements

Sound Transit will determine what environmental monitoring will be provided by the County to meet environmental regulatory and resource management agency requirements. Such monitoring may include, but is not limited to: ground water monitoring, stormwater monitoring, and periodic inspection and maintenance of areas developed as part of the environmental mitigation required for system development. The County may assume responsibility for Sound Transit agreements with the above mentioned agencies unless Sound Transit chooses to retain the responsibility. The cost for providing environmental monitoring is not included in the Baseline Cost and will be determined when the agreements are provided to the County by Sound Transit.

20.6 Notification Responsibilities

Sound Transit has caused or will cause the preparation of studies, plans and investigations concerning the potential presence of contamination of properties acquired as part of the Central Link. Upon notice from Sound Transit, the County agrees to assume responsibility for notification of its employees, staff, contractors, and vendors of the known or potential presence of contamination of any area where there is a potential for exposure to hazardous substances.

21.0 PROCUREMENT AND CONTRACTING

Sound Transit will purchase all new and replacement vehicles and equipment. The County will not contract any obligations it has under the Agreement without prior consultation with Sound Transit.

22.0 COMPENSATION

This section defines how Sound Transit will compensate the County for its Work associated with Central Link, Start-Up, Paratransit, and DSTT. In the event that Sound Transit desires to implement track extensions, additional stations or additional facilities that were not anticipated at the time that the Baseline Cost for a year was established, the Parties shall mutually agree to a change in the Baseline Cost for that year, using substantially the same process as applies in the Annual Review.

22.1 Baseline Cost

Baseline Cost refers to the annual cost of the County's Work to provide the scheduled level of service identified in the Central Link Operations Plan, beginning on the passenger service date. Sound Transit will reimburse the County for these services according to a Baseline cost estimate that is reviewed and revised annually following the procedures in Section 22.1.3, Revisions to the Baseline Cost for Central Link. The Baseline costs are new or incremental costs incurred by the County to perform the Work.

The Baseline Cost excludes Sound Transit's reimbursement to the County for costs of joint County-Sound Transit operations and maintenance in the DSTT, the Tunnel Annex, the Tunnel Merge Zone, and the Tunnel Control Center, as defined in the Downtown Seattle Transit Tunnel Agreement (July 9, 2002). The Baseline Cost also excludes any costs for Start-Up and Paratransit and those that Sound Transit will pay directly as listed in Exhibit N-1.

22.1.1 Establishment of the Initial Baseline Cost

The Baseline Cost is the annual cost for the Central Link Work as shown in Exhibit N3-C in the line entitled "Total Link Operations" that was determined from the following information. This initial Baseline Cost serves as a point of departure for annual reviews of and adjustments to the Baseline Cost.

A. Exhibit N-2: Staffing Plan

The Staffing Plan is presented in chart form, and illustrates the lines of reporting among organizational units, highlights the Rail Section that is wholly devoted to Central Link operations and maintenance, identifies the staff (by position) within the units comprising the Rail Section, and identifies the units that will provide

support to Central Link operations while also supporting other County operations. The Staffing Plan is the point of departure for Sound Transit's approval of any future Staffing Plan changes.

B. Exhibit N-3: Cost Summary

The cost summary format is substantially that of the National Transit Database (NTD) Form F-30 (formerly known as Form 301). This form arrays all O&M expenses by expense object (e.g., operator wages & salaries, fringe benefits) and functions (e.g., vehicle operations, vehicle maintenance). Definitions for these expense objects and functions will be consistent with NTD definitions. There are three elements to this form – Exhibits N-3 (a), N-3 (b), and N-3(c). A summary of the content of each form is as follows:

1. Exhibit N-3 (a), Central Link Direct O&M Costs

These include labor costs for employee positions that are wholly and exclusively employed in the Rail Section and all non-labor costs that are separable for the Rail Section. These costs are unburdened for any form of overhead or support costs from organizational units that are not wholly and exclusively associated with the Rail Section. Supporting details for these direct costs are provided in Exhibits N-4 and N-5.

2. Exhibit N-3 (b), Central Link Shared Costs.

These are the costs of resources that are shared among the Rail Section and other County services, where each service receives some pro rata share of the cost. Supporting details for these shared costs are provided in Exhibit N-6.

3. Exhibit N-3 (c), Total O&M Costs

This is the sum of direct and shared costs.

C. Exhibit N-4: Documentation of Central Link direct labor costs

Labor costs comprise wages, salaries, and fringe benefits. The costs that are detailed in Exhibit N-4 tie to the labor and fringe benefits cost totals presented in Exhibit N-3. The intent of Exhibit N-4 is to fully describe the method and assumptions used to determine the number of full-time equivalents (FTEs) per position, the wage or salary rate, regular extended wage or salary cost, overtime cost, and fringe benefit cost.

D. Exhibit N-5: Documentation of Central Link direct non-labor costs

Non-labor costs include services (such as third-party contracts), materials and supplies (other than those paid directly by Sound Transit), utilities, claims handling and risk administration, and miscellaneous costs. The intent of this attachment is to identify the assumptions on which the direct non-labor cost estimates are based.

E. Exhibit N-6: Documentation of Central Link shared costs

This form documents all labor and non-labor costs shared with other County operations that are allocated to Central Link. The intent of this form is to describe the origin of these costs, the method of allocation, and the cost estimate.

22.1.2 Baseline Cost Projections

The Projected Baseline Costs in Exhibit N have been determined by taking the "Total Link Operations" cost in Exhibit N3-C and applying the projected Seattle CPI-U for future years. These projected Baseline Costs assume no changes to the scope of the Work, Operating Plan or assumptions described in Exhibits N-2 through N-6 used to develop the initial Baseline Cost. The Baseline Cost Projections will be updated annually using the Annual Review process.

22.1.3 Revisions to the Baseline Cost for Central Link

A change to the Baseline Cost may be proposed by either party but may be effected only by mutual agreement. Sound Transit retains the right to approve any changes to the scope of the Work included in the Baseline Cost and the Staffing Plan.

22.1.3.1 Annual Review of the Baseline Cost

The Parties agree to meet at least annually for the purpose of reviewing and adjusting the Baseline Cost to reflect current information about the operation and maintenance of Central Link. Either party may propose a change to the Baseline Cost. The Parties will conduct an Annual Review starting in 2004 through the term of this Agreement.

It is the expectation of both parties that Central Link will be operated at a cost and performance consistent with that of comparable light rail systems. The Annual Review of the Baseline Cost will consider performance benchmarks for a peer group of at least three other light rail transit systems. The benchmarks and the peer group will be defined by mutual agreement.

22.1.3.2 Criteria for Revision of the Baseline Cost

The Baseline Cost for each year of operation will be determined in advance through the annual budget process where staffing and expenditure levels for the upcoming year will be established. The Baseline Cost may be adjusted as described below. In this annual review process, Baseline Cost may be revised only to reflect changes in:

- A. The Operating Plan;
- B. Assumptions used by the Parties to develop the Baseline Cost;
- C. Management or policy decisions made by Sound Transit that affect the Work to be performed by the County that is reflected in Baseline Cost;
- D. CPI-U for Seattle area;
- E. Economic costs, evidenced by objective measures of changes in price of resources to be used in the operation and maintenance of the Central Link; or
- F. Technology, procedures, or regulations that affect the cost of the operation.

All these changes will be considered in revising the Baseline Cost. As part of this process, the County will consult with Sound Transit on planned technology changes in the support areas that might impact Central Link costs.

22.1.4 "Not to Exceed" Cost

Once the Baseline Cost is established for the upcoming calendar year, it will be interpreted as a "not to exceed" cost unless modified in accordance with Section 22.1.7. The County will not exceed the Baseline Cost without written permission from Sound Transit. The County shall not be required to subsidize Sound Transit for the performance of the work included in the Baseline Cost.

22.1.5 Baseline Cost Refund

The Parties shall develop a process to determine at the end of each year if the Baseline Cost payments for that year exceeded the actual costs incurred by the County to perform the Central Link Work included in the Baseline Cost and to credit the excess amount against a subsequent Sound Transit payment.

22.1.6 Termination Prior to Passenger Service Date

If, in the annual Baseline Cost review at least one (1) year and not more than two (2) years prior to the Passenger Service Date, Sound Transit finds the County's proposed costs to exceed the cost of in-house or contracted operations, Sound Transit may terminate this Agreement for convenience in accordance with Section 30.3.

22.1.7 Compensation for Changes in the Operating Plan

22.1.7.1 Marginal Cost

The Parties acknowledge that changes to the Operating Plan that were not anticipated may occur during a year. Any change in compensation will be calculated on the basis of the Marginal Cost Rates, which shall be expressed as cost per incremental (plus or minus) train hour.

The scope of costs to be included in the Marginal Cost Rate and its method of computation will be defined by mutual agreement no later than six (6) months before the PSD. If necessary, the Marginal Cost Rate will be adjusted annually in a manner similar to that for annual revisions to the Baseline Cost, described above.

22.1.8 Other Cost Adjustments

The Parties acknowledge there may be one time costs such as emergencies or other material costs such as legal or litigation that arise from circumstances that are beyond the County's control during the year. In an emergency, the County will contact the Link Operations Manager who may verbally approve an expenditure and then within twenty-four (24) hours of the emergency, the County will provide Sound Transit with a written description of the work, a proposed timeline for completing the work and an estimated cost. Except in emergencies, the County will provide Sound Transit with written documentation of the proposed cost for Sound Transit's prior review and approval.

22.2 Start-Up Costs

Sound Transit will compensate the County for agreed-upon costs during the defined thirty-six (36) month Start-Up Period. These costs will be referred to as Start-Up Costs. Sound Transit developed a preliminary scope of work, staffing plan, and cost estimate for Start-Up based upon Sound Transit requirements for this activity. See Exhibit G, Start-Up.

The Parties may make mutually agreeable changes to the Start-Up scope, staffing plan and costs based on a quarterly review, to be completed by the end of the month following the end of

each calendar quarter prior to the PSD. Sound Transit retains the right to approve any changes to the staffing plan and scope of services, and to have Sound Transit, and not the County, accomplish specific tasks.

For tasks identified and determined by Sound Transit, in consultation with the County, to be conducted subsequent to this agreement but before the defined Start-Up Period, the Parties will develop a separate project agreement defining the scope, schedule and reimbursement for the task.

22.3 DSTT Costs

Sound Transit payments to the County for DSTT costs shall be made in accordance with the DSTT Agreement and subject to change as provided in same. Payment shall be made monthly based on estimated annual costs. The Parties will amend this Agreement in the event that Sound Transit is the only service in the DSTT but the County maintains ownership of the tunnel.

The Parties shall develop a process to determine and demonstrate if the Sound Transit payments were under or over the actual annual costs and to allow for a payment or credit to either Party. The Parties will discuss any proposed changes or modifications to the costs in the Annual Review.

22.3.1 DSTT Operations and Maintenance Costs Prior to PSD

After the tunnel closure period as defined in the DSTT Agreement, but before the PSD, Sound Transit will pay seventeen percent (17%) of the total DSTT operations and maintenance costs.

22.4 Paratransit Costs

Commencing on PSD, Sound Transit will compensate the County for the provision of required paratransit services in the Central Link corridor (shown in Exhibit K) as provided in Section 14.4.5. The Parties will mutually agree to any proposed changes to the paratransit costs discussed during the Annual Review. The Parties will develop a reconciliation process during Start-Up that demonstrates whether the estimated costs paid by Sound Transit were over or under and allows for a payment or credit to either Party.

During the second quarter of each calendar year the estimated operator cost per paratransit trip for the following year will be determined. This average cost will be used during the following calendar year as the cost per trip used to calculate Sound Transit's reimbursement to the County. In January each year actual operator cost per paratransit trip for the previous year will be calculated and reconciled with estimated costs. Adjustments to prior year reimbursements will be made as necessary based on this reconciliation.

During the second quarter of each calendar year the estimated certification/registration cost for the following year will be determined. This average cost will be used during the following calendar year as the monthly certification/registration cost to calculate Sound Transit's reimbursement to the County. In January each actual certification/registration cost for the previous year will be calculated and reconciled with estimated costs. Adjustments to prior year reimbursements will be made as necessary based on this reconciliation.

22.5 Invoices and Payment

The County shall submit a completed monthly invoice with the required reports to Sound Transit by the 15th of the current month, for services provided the prior month. Prior to the PSD, the invoice shall include the actual costs of staffing and other agreed upon costs.

After revenue operations commence, the amount invoiced should include:

- A. one-twelfth of the Baseline Cost for the current year;
- B. compensation for changes in the amount of service operated as compared to the Operating Plan, using the marginal cost rate for the current year;
- C. one-twelfth of the projected annual DSTT costs for the current year;
- D. one-twelfth of the projected annual paratransit costs for the current year; and
- E. any other direct non-labor costs that Sound Transit has agreed to pay but has been billed to the County, supported by receipts.

The invoice must be complete or it will not be processed. Sound Transit will notify the County within ten (10) working days of receipt if the invoice is incomplete. Sound Transit will pay the County within thirty (30) days of receipt of a completed invoice.

Address for Payment and Reimbursement:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

22.6 Sound Transit Audit

Sound Transit reserves the right to audit the County's work with regard to the Annual Review. Sound Transit may, at its discretion, use an independent auditor to review the process and methodology used by the County in its Annual Review. Sound Transit or its designated auditor will be provided access to documentation related to the Annual Review, including, but not limited to, reports, documents, spreadsheets, and electronic files to the extent permitted by law.

22.7 Government Taxes, Assessments And Fees

22.7.1 Reimbursement

Sound Transit shall be responsible for paying all federal, state and local taxes, assessments and fees, including but not limited to sales taxes, that are required to be paid by Sound Transit or the County in connection with the County's Work (herein "Tax" or "Taxes"). The Parties anticipate that the Taxes that the County is required to pay in connection with its purchase of goods and services from third party contractors shall be paid by Sound Transit in accordance with Section 22.6, "Invoices and Payments." The Parties anticipate that any other Taxes that are required to be paid by Sound Transit or the County in connection with the County's Work, including any sales Taxes that may be due with regard to services performed by the County, shall be paid directly by Sound Transit unless Sound Transit requests the County to collect a Tax via the monthly invoice and specifies the basis on which the Tax is to be calculated. Sound Transit shall defend, indemnify and hold harmless the County from and against any liability if Taxes are not paid as required.

22.7.2 DSTT

Notwithstanding the previous subsection, Sound Transit shall only be liable for Taxes relating to the elements of the DSTT to the extent of its then-applicable share of the operation and maintenance costs under the DSTT Agreement.

23.0 STATUTORY REQUIREMENTS

23.1 Federal Funding Requirements

23.1.1 General

In the event Sound Transit plans to utilize federal financial assistance to pay for any County Work under this Agreement, it shall notify the County at least 120 days in advance and meet with the County to determine the cost and any other impacts of such utilization. To the extent federal funds are utilized, the County shall comply with any applicable federal contract and funding requirements attached as Exhibit O. The Baseline Cost incorporates the Parties' current understanding that Sound Transit intends to seek and apply federal preventative maintenance capital assistance.

23.1.2 Third Party Contracts

All third party contracts entered into by the County in performing the work or services under this Agreement shall incorporate the contract provisions in Exhibit O.

23.1.3 13(c) Labor Relations

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with Central Link, Sound Transit and various unions representing transit employees in the Sound Transit service area have entered into an "Agreement Pursuant to Section 13 (c) of the Federal Transit Act", dated February 29, 1996 and as amended March 30, 1999 (hereinafter referred to as Sound Transit's 13(c) Agreement). With respect to the County employees covered by Sound Transit's 13 (c) Agreement, the County agrees to comply with the terms of Sound Transit's 13(c) Agreement in the provision of services under this Agreement.

23.2 DBE Requirements

It is the policy of Sound Transit and the federal Department of Transportation that disadvantaged businesses, which as defined in Sound Transit's Disadvantaged Business Enterprise Program includes businesses certified as minority, women, and disadvantaged business enterprises (M/W/DBEs) and other certified small businesses, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Such policy is stated in Sound Transit's Guiding Principles and Implementation Policies for Employment and Contracting (Sound Transit Motion Nos. 17 and 29), RCW 39.19.120 and 49 CFR Part 26 and are hereby incorporated herein by this reference.

The County agrees to ensure that disadvantaged and/or certified small businesses as defined above have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with said Sound Transit program and policies and said federal regulations to ensure that disadvantaged and certified small businesses have the maximum opportunity to compete for

and perform subcontracted work. The County shall ensure its subconsultants make affirmative efforts to utilize minority, women and disadvantaged businesses in subcontracts. The County shall not discriminate on the basis of race, religion, creed, sex, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability in the award and performance of any subcontracts.

23.3 Other Requirements

The County shall comply with all applicable federal and state regulations, including but not limited to, the following:

- A. Rail System Safety – Ref: 49 CFR 659
- B. National Transit Database reporting requirements – Ref.: 49 CFR 5335 and 49 USC 5335.
- C. Equal Employment Opportunity regulations, including but not limited to: Title VII of the Civil Rights Act of 1964; Equal Pay Act of 1963 (EPA), Age Discrimination in Employment Act of 1967 (ADEA); Civil Rights Act of 1991;
- D. WISHA Safety and Health Standards
- E. Federal and state environmental regulations, including but not limited to: Toxic Substances Control Act (TSCA); 15 U.S.C. s/s 2601 et seq. (1976); Resource Conservation and Recovery Act (RCRA); 42 U.S.C. s/s 321 et seq. (1976); Pollution Prevention Act (PPA); 42 U.S.C. 13101 and 13102, s/s et seq. (1990); Chapter 173-180 and 181 WAC, Facility Oil-handling Operations And Design Standards; Chapter 173-340 WAC, Model Toxics Control Act; Chapter 173-360 WAC, Underground Storage Tank Regulations; Chapter 173-303 WAC, Dangerous Waste Regulations; Chapter 173-400 WAC, General Regulations For Air Pollution Sources.

24.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation, each Party shall designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for coordinating input and work of other staff members; annual review of the costs and Staffing Plan; revising or preparing exhibits and amendments to this Agreement; and for identifying and resolving issues. The contact information of the current Designated Representatives are provided in Exhibit P. Each Party may unilaterally update its contact information in Exhibit P as necessary by providing an amended copy of Exhibit P to the Designated Representative of the other Party in accordance with Section 33.7, Notice.

25.0 DISPUTE RESOLUTION

Sound Transit and the County agree to use their best efforts to resolve any disputes arising under this Agreement using good faith negotiations. Sound Transit's Link Operations Manager and the County's Deputy Transit General Manager shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising. Except as otherwise provided in this Agreement, the Parties agree to use the following dispute escalation process.

25.1 Step One

Sound Transit's Link Operations Manager and the County's Deputy Transit General Manager shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either party.

25.2 Step Two

In the event Sound Transit's Link Operations Manager and the County's Deputy Transit General Manager are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to Sound Transit's Link Light Rail Director and the County's Transit General Manager. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

25.3 Step Three

In the event Sound Transit's Link Light Rail Director and the County's Transit General Manager are unable to resolve the dispute within five (5) business days as provided in Step Two, either Party may refer the dispute to the Executive Director of Sound Transit and the County's Director of Transportation. They shall confer and attempt to resolve the dispute within five (5) business days after receiving the referral.

25.4 Mediation

In the event the Parties are unable to resolve the dispute utilizing the process set forth in Sections 25.1-25.3, the Parties may, by agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator.

25.5 Prerequisite to Litigation

Neither Party shall have the right to seek relief in a court of law until and unless these procedural steps in Section 25.1-25.3 are exhausted.

25.6 Continued Performance

At all times during the course of the conflict or dispute resolution efforts, the Parties agree to continue to perform their respective responsibilities under this Agreement with due diligence.

26.0 WORKERS' COMPENSATION CLAIMS

26.1 Assumption of Coverage Under Title 51 RCW

This Section shall apply to Workers' Compensation Claims. It is the Parties' understanding that the Federal Employers Liability Act ("FELA") does not apply to any County employees performing Link Functions. In the event it is determined that County employees engaged in Link Functions are not covered by Title 51 RCW, the County shall process Workers' Compensation Claims under the provisions of Section 28 below.

26.2 Inclusion in County Program

The County employees assigned to Link Functions shall be included in the County's workers' compensation program. Commencing with the month in which the County hires the first employee assigned to the Rail Section, Sound Transit shall pay, for each employee in the Rail Section, a pro rata share of the charges assessed that year by the County's Office of Safety and Claims for comparable employees in the Transit Division. Thereafter, Sound Transit shall pay, for each employee in the Rail Section, the annual charges assessed in a given year by

said Office for such comparable employees in the Transit Division. The County's workers' compensation program includes the following functions and responsibilities:

- A. The County shall investigate, respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Workers' Compensation Claims.
- B. The County shall utilize the Office of the Prosecuting Attorney and/or private law firms to obtain any necessary legal advice and representation in the investigation, defense or settlement of Workers' Compensation Claims.
- C. The County shall include Link Functions as part of any excess workers' compensation insurance purchased by the County.
- D. The County shall be solely responsible for paying any benefits, settlement or adjudicated amount for Workers' Compensation Claims except as provided under Section 26.5.

26.3 Treatment of Claims by Other Party's Employees

In the event an employee of either Party makes a Claim against the other Party, it shall be treated as a Third Party Claim under Section 28 below. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity against Claims made by the waiving Party's employees that would otherwise be available to it under the industrial insurance provisions of Title 51 Revised Code of Washington.

26.4 Exclusion of Sound Transit Workers' Compensation Liability

Notwithstanding any provisions to the contrary, Sound Transit shall be solely responsible, at its sole expense, for investigating, responding to, settling, defending and paying any amounts payable for Claims made by employees of Sound Transit against Sound Transit alleging occupational injuries and illnesses.

26.5 Survival

The provisions of this Section 26 shall survive any expiration or termination of this Agreement. Provided, however, following the effective date of any expiration or termination, Sound Transit shall reimburse the County for its costs of investigating, responding to, and tendering responsibility to contractors and/or insurance carriers, if appropriate, defending and settling Workers' Compensation Claims that were incurred during the term of this Agreement, whether reported on, before or after the expiration or termination date.

27.0 RISK MANAGEMENT AND CLAIMS DURING START-UP PERIOD

The provisions set forth in Exhibit Q shall apply to Claims incurred prior to the PSD, whether reported on, before or after the PSD.

28.0 RISK MANAGEMENT AND CLAIMS DURING O&M PERIOD

28.1 Link Risk Fund

28.1.1 Creation

The County shall create a Link Risk Fund as a separate fund from which the County shall make payments and reimbursements as specified in this Section 28.0. Sound Transit shall make an initial deposit into the Link Risk Fund at least thirty (30) days prior to the PSD. The amount of Sound Transit's initial deposit shall be determined by an independent actuary retained by the County unless otherwise agreed to by the Parties. Thereafter, Sound Transit shall make payments as are necessary to maintain the Link Risk Fund at the amount determined annually by said actuary, unless otherwise agreed to by the Parties, in accordance with Section 28.1.2.D. If one Party proposes an alternative amount to the actuary's determination, and the other Party does not agree to the alternative, the matter may be submitted to the Dispute Resolution process in Section 25. The County shall not be required to make any payments into the Link Risk Fund. Any money, including interest earned on money, held in the Link Risk Fund that is in excess of the amount determined to be necessary by said actuary shall be returned to Sound Transit.

28.1.2 Risk Fund Procedures

As provided in Section 5.0 ("Start-Up"), the County shall develop, and by December 31, 2006, the Parties shall agree upon, procedures for the administration of the Link Risk Fund that include, at a minimum, provision for:

- A. establishing reserves for potential payments and transfers from the Link Risk Fund;
- B. making payments and transfers from the Link Risk Fund;
- C. accounting, reporting and auditing on the Link Risk Fund;
- D. determining the timing and amount of Sound Transit's initial deposit into the Risk Fund and the requirements for additional funding from Sound Transit as determined annually by an independent actuary or as otherwise needed to enable the County to make the payments and transfers required herein; and
- E. continuation of the Link Risk Fund and these procedures during a "run-off period" after expiration or termination of this Agreement in order to administer Claims that relate to acts or omissions occurring prior to the expiration or termination.

28.2 Employment Practice Claims

28.2.1 County Responsibilities

The County shall investigate, respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Employment Practice Claims.

28.2.2 Use of Attorneys and Experts

The County shall utilize the Office of the Prosecuting Attorney and/or private law firms to obtain any necessary legal advice and representation in the investigation, defense or settlement of Employment Practice Claims. To the extent such costs exceed the amount budgeted for such purposes in a given year's Baseline Cost, the County will request written approval for further funding from Sound Transit in accordance with Section 22.1.8.

28.2.3 Payment of Claims

The County shall be responsible for paying any settlement or adjudicated amount for an Employment Practice Claim. Such payment shall be drawn from the Link Risk Fund.

28.2.4 Optional Insurance

Sound Transit shall pay the County's premium cost for any insurance purchased by the County, at Sound Transit's request, to address Employment Practice Claims .

28.3 Third Party Claims

28.3.1 County Responsibilities

The County shall investigate, respond to, tender responsibility to contractors and/or insurance carriers, if appropriate, and attempt to settle Third Party Claims. As provided in Section 5.0 ("Start-Up"), the County shall develop, and by December 31, 2006, the Parties shall agree upon, procedures for the administration of Claims that include, at a minimum, provision for:

- A. processes for administering Third Party Claims and seeking Sound Transit guidance and approval in the handling of such Claims with a reserve value of at least \$50,000;
- B. process for retaining additional staff or staff with particular expertise for certain Third Party Claims that are reasonably likely to require extraordinary efforts to investigate, settle or litigate;
- C. process for administering Third Party Claims and sharing the cost with the County's Risk Fund for matters in which the County's acts or omissions unrelated to Link are alleged to be a contributing cause;
- D. process for administering Third Party Claims and sharing the cost with Sound Transit for matters in which Sound Transit's acts or omissions unrelated to Link are alleged to be a contributing cause;
- E. process for administering Third Party Claims that are Claims made against the Link Risk Fund by either Party for injuries to persons and/or damages to property sustained by that Party's personnel and property when not engaged in Link Functions.
- F. standards and process for seeking payments from contributory Third Parties, either before or after payment from the Link Risk Fund, including the joining of Third Parties in litigation, collection efforts and filing subrogation actions;

the joining of Third Parties in litigation, collection efforts and filing subrogation actions;

- G. process for tendering defense to, and seeking payments from the County's or Sound Transit's contractors and/or insurance carriers.

28.3.2 Use of Attorneys and Experts

The County shall utilize the Office of the Prosecuting Attorney and/or private law firms to obtain any necessary legal advice and representation in the investigation, defense or settlement of Third Party Claims. To the extent such costs exceed the amount budgeted for such purposes in a given year's Baseline Cost, the County will request written approval for further funding from Sound Transit in accordance with Section 22.1.8.

28.3.3 Payment of Claims

The County shall use the Link Risk Fund to pay any settlement or adjudicated amount due for Third Party Claims. If the Link Risk Fund is inadequate to make such payment, Sound Transit shall deposit additional funds into the Link Risk Fund as necessary to enable the County to make such payment and to replenish the Link Risk Fund to the level as provided in Section 28.1.1. Provided, however, the Parties acknowledge that Third Parties may allegedly incur damages in the DSTT under circumstances other than boarding, deboarding, riding in or being struck by a County bus, a Sound Transit Express bus or a Central Link train. The Parties agree that the County shall allocate all costs related to such an incident that is not clearly attributable to either a Party's bus or rail service between the County Risk Fund and the Link Risk Fund according to the percentage shares for DSTT Common Elements operation and maintenance costs in effect at the time of the incident, including but not limited to the costs of investigation, handling, settlement, litigation and payment of any settlements or adjudicated amounts.

28.3.4 Contract Provisions for Third Party Contracts

In the event the County or Sound Transit enters into a contract with a Third Party to perform Link Functions, both Parties agree that the contract shall require:

- A. that the contractor defend, indemnify and hold harmless both Sound Transit and the County and their respective officials and employees against any liability arising out of the contractor's acts and omissions
- B. that the contractor be required to obtain insurance coverages, as typically required by the Party for such contracts, naming both Sound Transit and the County as additional named insureds

28.4 Waiver of Contribution and Subrogation

28.4.1 Waiver of Claims and Contribution

The Parties hereby release and waive any Claims and rights of contribution for Claims each may have against the other arising out of the acts or omissions of the other and its employees, agents or contractors engaged in Link Functions. For clarification, the release and waiver under this section 28.4.1 does not apply to each Party's right under contract law to enforce the provisions of this Agreement.

The Parties hereby agree to require their respective insurers to waive subrogation rights against the other Party and such other Party's insurers. This Subsection 28.4.2 shall be inapplicable to the extent it would have the effect of invalidating any insurance provided to the Parties.

28.5 Insurance Coverages

28.5.1 Purchase

Twelve (12) months prior to the PSD, six (6) months prior to each annual policy renewal date thereafter, and as may be requested by either Party, the County's Risk Committee and Sound Transit's Risk Manager shall meet to plan for the purchase of insurance for the coming one year period of passenger service. Not later than thirty (30) days prior to the PSD and each annual policy renewal date thereafter, Sound Transit shall procure insurance policies for the coming year. The Parties agree that the minimum coverages, limits, endorsements and other terms specified in Subsections 28.6.2 and 28.6.3. are considered prudent at the time of execution of this Agreement but that by PSD, these policies or their equivalents may not be available as specified. Accordingly, the specifications in section 28.6.2 shall guide the purchase of insurance, along with the Parties' recognition that the actuary's determination in section 28.1.2 regarding the appropriate level of funding for the Link Risk Fund in a given year will be based, in part, on the level of insurance to be provided by Sound Transit for that year. In addition to its obligations to fully fund the Link Risk Fund, Sound Transit agrees that it will pay the insurance premiums for each year's insurance policies.

28.5.2 Coverage

As of the date of execution of this Agreement, the Parties agree that the purchase of the following coverages limits, endorsements and other terms is deemed prudent with regard to operation of Central Link as contemplated by this Agreement during the O&M Period. If Sound Transit proposes to purchase an alternative to the following insurances, and the County does not agree to the alternative, the matter may be submitted to the Dispute Resolution process in Section 25.

a. Railroad General Liability (Coverage Form/Edition: STF-RRP-D100-A 2000 or equivalent)

\$200-million / occurrence limits endorsed to include coverage for:

- A. Maintenance and operation of Sound Transit light rail power units and passenger cars
- B. Third-party bodily injury & property damage liability
- C. Deletion of Passenger Exclusion
- D. Railroad Pollution to include collision and upset
- E. Blanket Waiver of Subrogation Endorsement
- F. Terrorism (subject to generally accepted public transit industry standards)

b. Primary & Umbrella Excess Commercial General Liability (ISO for number CGL 0001 Ed. 11-88 or equivalent)

\$25-million / occurrence limits endorsed to include coverage for the following:

- A. Third-party bodily injury & property damage liability
- B. Premises & Operations Liability
- C. Garagekeepers' Liability

- D. Products & Completed Operations Liability
- E. Personal Injury & Advertisers Liability
- F. Contractual Liability
- G. Independent Contractors Liability
- H. Washington Stop Gap / Employers' Liability
- I. King County and Sound Transit as Named Insured
- J. Terrorism (subject to generally accepted public transit industry standards)

c. Commercial Vehicle or Business Automobile Liability (Standard form CA 00 01 or equivalent)

\$2-million / occurrence limits covering bodily injury & property damage liability endorsed to include coverage for all owned, non-owned, hired, leased or rented vehicles.

d. Commercial Inland Marine Railroad / Light Rail Vehicle Rolling Stock

Minimum \$25-million / occurrence "all risk" of physical damage or loss endorsed to include:

- A. Sound Transit as Loss Payee
- B. Actual repair or replacement cost
- C. Earthquake sub-limits minimum \$10-million
- D. Flood sub-limits minimum \$10-million
- E. Derailment, collision, upset or overturn
- F. Debris removal - 180 days reporting
- G. Pollutant clean-up - 180 days reporting
- H. Fire Department charges
- I. Waiver of Subrogation to benefit King County
- J. Terrorism (subject to generally accepted public transit industry standards)

e. Crime Coverage \$ 5,000,000 occurrence limits and endorsed to include the following:

- A. Employees Dishonesty
- B. Theft, Disappearance and Destruction
- C. Forgery, Alteration or Counterfeiting
- D. Robbery Inside and Outside the Premises
- E. Computer Fraud and Funds Transfer Fraud Coverage
- F. Named Insured to include King County as its interests appear in the Central Link operations

f. Fiduciary Liability for a limit no less than \$ 5,000,000 per claim and shall be written

- A. to protect King County, its officers, employees and officials in their capacity as operators of the Central Link System

g. Pollution Legal Liability for an amount not less than \$10,000,000 (Subject to generally accepted risk management practices and availability).

h. Public Officials Liability for an amount not less than \$ 25,000,000

28.5.3 Common Endorsements

With the exception of Workers' Compensation, such insurance policies shall contain, or be endorsed to contain the following provisions:

- A. King County and Sound Transit, their officers, officials, employees and agents are to be covered as named insured as respects liability arising out of activities performed by or on behalf of King County in connection with operation and maintenance of light rail.
- B. Insurance coverage shall be primary insurance as respects King County, Sound Transit and their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees and agents shall not contribute with Sound Transit insurance or benefit Sound Transit in any way.
- C. Such insurance shall apply separately to each insured against whom a claim(s) is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- D. All insurance policies shall not be suspended, voided, cancelled, reduced in coverage or in limits while this Agreement is active unless forty-five (45) days prior written notice has been given to King County.
- E. Unless otherwise approved by King County, all policies of insurance is to be placed with insurers with a Bests' rating of no less than A- VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
- F. Both parties shall maintain certified copies of all policies.

28.5.4 Limitations

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

28.5.5 Property Coverage for DSTT, the DSTT Annex, Merge Zone and Control Center

Following the re-opening of the DSTT for bus operations, King County shall be responsible for maintaining property insurance on the Tunnel, Tunnel Annex, Tunnel Merge Zone and Tunnel Control Center, endorsed to include:

- A. Insured to Full Replacement Cost Values as revised by King County on an annual basis. Any values of Sound Transit improvements within the Tunnel, Tunnel Annex, Tunnel Merge Zone and Tunnel Control Center shall be revised annually by Sound Transit and insured with the said Tunnel, Tunnel Annex, Tunnel Merge Zone and Tunnel Control Center
- B. Coverage written on an "All Risk" basis.
- C. Earthquake sublimit of \$ 50,000,000 or other amount determined by County
- D. Flood sublimit of \$ 50,000,000 or other amount determined by County

- E. Mutual Waiver of Subrogation. Waiver of subrogation only to the extent of insurable loss and shall not be interpreted to include any amount in excess of insurable limit or within the deductible/SIR. Provided, that this provision shall be inapplicable to the extent it would have the effect of invalidating this insurance.
- F. King County and Sound Transit as Loss Payee as their interests may appear.
- G. Terrorism (subject to generally accepted public transit industry standards)

Sound Transit shall pay a percentage share of such insurance costs based on the percentage applicable to operation and maintenance of Common Elements as provided in the DSTT Agreement.

28.5.6 All Other Property Coverage

Sound Transit is responsible for the repair and replacement in the event of casualty losses of the Central Link vehicles and all systems, equipment, inventory, right-of-way, fixtures, facilities, and other improvements located south of the Merge Zone. Accordingly, Sound Transit shall, at its sole expense and discretion, (1) purchase and maintain its own property insurance, if any, on all said properties; and (2) seek recovery from third parties for damages to all said properties.

28.6 Survival and Post-Termination Claims

28.6.1 Survival of Terms

The provisions of this Section 28 shall survive any termination or expiration of this Agreement. By way of clarification and not limitation, Sound Transit shall continue to maintain the Risk Fund at levels, and for such time period, as are determined by the independent actuary retained by the County.

28.6.2 Procedures for Payment of Claims

As provided in Section 5.0 ("Start-Up"), the County shall develop, and by December 31, 2006, the Parties shall agree upon, procedures for the administration of, and payments from, the Risk Fund for Claims incurred prior to any termination or expiration of this Agreement, whether reported before, on or after the effective date of termination or expiration.

29.0 INDEMNIFICATION OF CERTAIN CLAIMS

29.1 Generally

To the extent certain Claims are covered by the following defense and indemnity obligations, said Claims shall not be treated under Section 28.

29.2 Nuisance, Trespass, Inverse Condemnation and Related Claims

Sound Transit is responsible at its sole expense for obtaining all licenses, franchises, easements, property interests, permits and other authorizations necessary for the operation and maintenance of Central Link. The County shall not be required to respond as specified in

Section 28 to the extent a Claim alleges that Link Functions (a) were not authorized in or on a given property, right-of-way, jurisdiction or other location or otherwise impaired, negated or violated an easement, agreement, lease, license, permit or other authorization related to the real property underlying or affected by Central Link or (b) created a nuisance, trespass, inverse condemnation, waste or other impact on property or a property interest, requiring compensation or other payment. Sound Transit shall, at its sole expense, defend, indemnify and hold harmless the County and its elected officials, employees, agents and contractors against any and all such Claims.

29.3 Hazardous Substances

Sound Transit shall, at its sole expense, defend, indemnify and hold harmless the County and its elected officials, employees, agents and contractors against any and all Claims that relate to or arise out of Hazardous Substances existing, prior to the commencement of the Start-Up Period, in or on a site used for a Link Function.

29.4 Other Agreements Not Superceded

Sound Transit acknowledges and agrees that its defense and indemnity obligations under the DSTT Agreement, the DSTT Construction and Closure Period O&M Agreement and Exhibit Q of this Agreement remain in effect and are not superceded by any provision of this Agreement.

29.5 Survival of Terms

The provisions of this Section 29 shall survive any termination or expiration of this Agreement.

30.0 TERMINATION

30.1 Default

30.1.1 Default by the County

The County will be considered to be in default under this Agreement upon the occurrence of any one or more of the following events or conditions:

- A. The County fails to timely begin the Work as required under this Agreement;
- B. The County fails to timely observe or perform or cause to be observed or performed any material obligation, term or condition required to be observed or performed by the County under this Agreement;
- C. Any material representation made by the County in this Agreement is intentionally false or materially misleading when made;
- D. The County fails to resume performance of Work which has been suspended or stopped within a reasonable time after receipt of notice from Sound Transit to do so or (if applicable) after cessation of the event preventing performance; or
- E. The County (1) commences a voluntary case seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or seeking the appointment of a trustee, receiver, liquidator, or custodian of any substantial part of the County's assets; (2) files an answer admitting the material allegations of a petition filed against the County in any involuntary case commenced against the County seeking such actions; or consents to any such relief or to the appointment of or taking possession by any such official in any involuntary case commenced against the County; (3) makes an assignment for the benefit of creditors; (4)

- fails, is unable, or admits in writing, its inability to pay the County's debts as they become due; or (5) takes any action to authorize any of the foregoing.
- F. The County's failure to comply with section 30.4 after the County issues notice of termination for convenience.

30.1.2 Default by Sound Transit

Sound Transit will be considered to be in default under this Agreement upon the occurrence of any one or more of the following events or conditions:

- A. Sound Transit fails to timely make payments to the County and the Link Risk Fund as required under this Agreement;
- B. Sound Transit fails to timely observe or perform or cause to be observed or performed any material obligation, term or condition required to be observed or performed by Sound Transit under this Agreement;
- C. Any material representation made by Sound Transit in this Agreement is intentionally false or materially misleading when made;
- D. Sound Transit fails to repair or replace (or provide the County with the necessary parts, materials and funding to repair and replace) damaged facilities, systems, equipment and vehicles as necessary for the County to resume or continue performing the Work; or
- E. Sound Transit (1) commences a voluntary case seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or seeking the appointment of a trustee, receiver, liquidator, or custodian of any substantial part of Sound Transit's assets; (2) files an answer admitting the material allegations of a petition filed against Sound Transit in any involuntary case commenced against Sound Transit seeking such actions; or consents to any such relief or to the appointment of or taking possession by any such official in any voluntary case commenced against Sound Transit; (3) makes an assignment for the benefit of creditors; (4) fails, is unable, or admits in writing, its inability to pay Sound Transit's debts as they become due; (5) or takes any action to authorize any of the foregoing.

30.2 Declaration of an Event of Default and Termination

30.2.1 Generally

A breach of the Agreement as described above will become an "Event of Default" upon delivery of written notice to that effect by one Party to the other in accordance with subsection 33.7. Before either Party will be entitled to declare an Event of Default, it must first invoke the Dispute Resolution process specified in Section 25. The Parties shall exercise good faith efforts in an attempt to resolve their differences (including but not limited to differences as to whether a default occurred, the nature of a cure and the period for a cure) so as to avoid a declaration of an Event of Default. If, after engaging in said process, a Party still desires to declare an Event of Default and terminate this Agreement, the Party shall deliver the written notice as specified above to the other Party and shall provide in said notice for an effective date of termination at least six (6)

months after the written notice in order to allow for a coordinated termination as provided in Section 30.4.

30.2.2 Exceptions

Notwithstanding the provisions of Section 30.2.1 to the contrary, either Party may declare an Event of Default without engaging in the Dispute Resolution Process and terminate this Agreement by delivering to the other Party a written notice of termination at least thirty (30) days in advance of the effective date, in the event of one of the following Events of Default:

- A. a default that by its nature cannot be cured;
- B. a default that by its nature would cause a severe hardship to the public interest if the Parties engaged in the Dispute Resolution process under Section 25 and the coordinated termination process as provided under Section 30.4; or
- C. a failure of Sound Transit to make payment to the County and the Link Risk Fund as required under this Agreement. Provided, however, if the County declares an Event of Default for Sound Transit's failure to make a payment as provided in this subsection, Sound Transit may effect a cure of the default and preclude the termination from taking effect by: (i) delivering to the County, within five (5) business days of receipt of the termination notice, a written certification from its chief financial officer that the necessary funds are available for payment; and (ii) delivering to the County, within twenty (20) days of receipt of the termination notice, the full payment due.

If a Party terminates this Agreement for such an Event of Default as specified in this Section 30.2.2, the County shall exercise its best efforts to effect the cessation activities contemplated under Section 30.4 as soon as possible and within the thirty (30) days or longer advance notice period specified in the termination notice.

30.3 Termination for Convenience

30.3.1 Notice

Either Party may terminate this Agreement without cause and for its convenience by providing the other Party with written notice twelve (12) months in advance of the effective date of termination. Upon issuance of a notice of termination for convenience, the Parties shall implement the Coordinated Termination provisions of Section 30.4.

30.3.2 Payments

In the event Sound Transit terminates for its convenience, it shall make payments to the County as specified in Section 30.6. In the event the County terminates for its convenience, it shall reimburse Sound Transit for the following costs:

- A. the reasonable costs incurred by Sound Transit in taking possession and control of Central Link property owned by Sound Transit but in the County's possession; and

- B. the undepreciated remaining value, based on a useful life of five (5) years, of any Sound Transit "lump sum" payment made under Section 32.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system.

30.4 Coordinated Termination

30.4.1 Procedure

After a Party has delivered a notice of termination for convenience or for an Event of Default (except as provided in Subsection 30.2.2), the Parties shall meet and cooperate in good faith to agree upon the date(s) upon which:

- A. the County shall cease performing, and Sound Transit shall assume, the various elements of the Work;
- B. the County shall cease entering into new subcontracts utilized by the County to perform the Work;
- C. the County shall terminate or assign to Sound Transit all of the right, title and interest of the County in existing subcontracts utilized by the County to perform the Work;
- D. the County shall transfer title to Sound Transit of all Work in process, completed Work, supplies, equipment, and other material that Sound Transit has supplied to the County or that is wholly devoted to Central Link as provided in Section 30.5.1; and
- E. the County shall provide to Sound Transit copies of any documents or information related to Central Link not previously provided to Sound Transit during the course of performing the Work as provided in Section 30.5.1.

30.4.2 Continued Performance

The County shall continue to perform the Work until the agreed upon date(s) of cessation and shall take such action as may be necessary, or as Sound Transit may reasonably direct, for the protection and preservation of the property related to the Agreement which is in the possession of the County and in which Sound Transit has or may acquire an interest. The termination actions shall be completed by the specified effective date of termination unless extended by mutual agreement. The County shall not be required to continue performing all or a portion of the Work for more than six (6) months after a notice of termination for an event of Default, or more than twelve (12) months after a notice of termination for convenience.

30.5 Sound Transit's Remedies

30.5.1 Return of Property

Upon the effective date of termination for convenience or for an Event of Default, Sound Transit shall take possession of any or all specifications, records, information, plans, schedules, samples, shop drawings and other documents it may request and the

equipment, systems, vehicles and facilities owned by Sound Transit and may complete the Work itself or enter into an agreement for the completion of Work.

30.5.2 Damages for Termination based on County Default

In consideration of the benefits to Sound Transit of the County agreeing to perform the Work for its costs (with no profits or premiums) and provided the County performs its obligations under the Coordinated Termination provisions of Section 30.4, Sound Transit's damages arising out of or related to an Event of Default by the County shall be limited to the following:

- A. the reasonable costs incurred by Sound Transit in taking possession and control of Central Link property owned by Sound Transit but in the County's possession;
- B. the undepreciated remaining value, based on a useful life of five (5) years, of any Sound Transit "lump sum" payment made under Section 31.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system;
- C. the reasonable costs incurred in recruiting or procuring replacement(s) to perform the Work (but excluding the costs of performing the Work); and
- D. the reasonable cost of performing a portion of the Work that may be transferred to Sound Transit or its contractor, by agreement of both Parties, for the time remaining until the effective date of termination but only to the extent such cost exceeds the sum which would have been payable to the County for that portion of the Work.

If the County does not perform its obligations under the Coordinated Termination provisions of Section 30.4, Sound Transit's damages arising out of or related to an Event of Default by the County shall be limited to the following:

- A. the reasonable costs incurred by Sound Transit in taking possession and control of Central Link property owned by Sound Transit but in the County's possession;
- B. the undepreciated remaining value, based on a useful life of five (5) years, of any Sound Transit "lump sum" payment made under Section 32.4.1 as Sound Transit's share of the cost to upgrade or replace a County information system; and
- C. the reasonable costs incurred by Sound Transit to perform or contract for the performance of the Work included in the Start-Up scope or in the Baseline Cost, whichever is applicable, for twelve (12) months after the effective date of termination, to the extent such costs exceed the sum which would have been payable to the County under this Agreement for said time period.

30.6 Payments Due County

30.6.1 Payments Upon Any Termination

The following amounts shall be paid by Sound Transit to the County within thirty (30) days after the effective date of any termination, or the date(s) when such amounts are known, whichever is earlier:

- A. The amounts due under the terms of this Agreement for the County's costs incurred in performing the Work prior to the effective date of the termination (including work in progress);
- B. The County's costs incurred in terminating the Work, including but not limited to:
 - 1. Payments due to, or on behalf of, employees who had been performing any of the Work, including any wages, accrued paid leave, benefit costs, severance payments or any other amounts due under applicable collective bargaining and other agreements and federal, state and local laws, regulations and ordinances.
 - 2. Outstanding liabilities and costs owed by the County to third parties under subcontracts or other agreements utilized to perform the Work, including but not limited to termination and close-out costs and profits, unrecoverable prepayments, penalties and cancellation charges.
- C. The amounts due to the County for processing and payment of Workers' Compensation Claims and other Claims under Sections 26.5 and 28.6.1, through the effective date of termination and thereafter, and any costs incurred by the County in providing services or activities to assist in the transition of Central Link operations following the effective date of termination.

30.6.2 Disputes

If the County disputes the adequacy of the amount of the compensation offered by Sound Transit, the County may proceed under this Agreement to resolve the dispute as to the proper amount of compensation owing to the County as provided in the dispute resolution section of this Agreement.

30.7 No Personal Liability

Neither Party, nor any of its officers, agents, or employees, may be charged personally by the other Party with any liability or held liable to the other Party under any term or provision of this Agreement, or because of its execution, or because of any breach of this Agreement.

30.8 Tunnel Status in the Event of Termination

30.8.1 Termination for Convenience by the County

In the event that this Agreement is terminated by the County for its convenience, the County, for the period remaining in the term of this Agreement as specified in Section 34, agrees that it will not exercise its right under the DSTT Agreement (including but not limited to sections 16.4 and 30.1 of said agreement) to require Sound Transit to purchase the DSTT. Unless Sound Transit opts to purchase the Tunnel, Sound Transit shall be permitted to continue use of the DSTT in accordance with the provisions of the

DSTT Agreement, including without limitation Sections 12, 14, 15, and Section 16's provisions relating to operation and maintenance of the Tunnel and Tunnel-related facilities.

30.8.2 Termination for Other Reasons

Except as provided in section 30.8.1 above, in the event that this Agreement is terminated by either Party, either Sound Transit may opt, or the County may require, Sound Transit to acquire the DSTT. In such event, the party triggering the acquisition shall provide the other and the City with three hundred sixty-five Calendar Days advance notice and the Parties shall develop an acquisition agreement. The terms of said acquisition agreement shall include, but are not limited to, the consideration to be paid to the County and the date of the transfer to Sound Transit and the responsibility for maintenance, repairs, and replacement of DSTT elements.

31.0 FINANCING

31.1 Tax Exempt Bonds

Construction of portions of the light rail system will be financed by issuance by Sound Transit of tax-exempt bonds. The County covenants that it will not take, or permit to be taken on its behalf, any action that it has been informed by Sound Transit in advance would adversely affect the exemption from federal taxation of the interest on the bonds. To the extent permitted by law, the County will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to continue the exemption from federal income taxation of the interest on the Bonds as requested by Sound Transit.

31.2 Financing Transactions

Sound Transit may from time to time undertake certain financing transactions, such as lease-leaseback agreements, related to the rolling stock or other fixed assets of the light rail system. The County will cooperate in the execution and any ongoing management of such transactions.

31.3 Reimbursement

Sound Transit shall reimburse the County for any costs it incurs to comply with the terms of this Section.

32.0 INTELLECTUAL PROPERTY (IP)

32.1 Work Product and Intellectual Property

If in performing the Work the County develops a work of authorship or any materials, which may be protectable under intellectual property laws ("Work Product"), the following terms and conditions shall apply:

32.1.1 Work Made for Hire

To the extent that Work Product includes material subject to copyright, the County agrees that the Work Product is done as a "work made for hire" for copyright purposes, and as a result, Sound Transit shall own all copyrights in the Work Product.

32.1.2 Assignment

To the extent that the Work Product does not qualify as a work made for hire under applicable law, the County hereby assigns to Sound Transit all right, title and interest in and to the Work Product, including but not limited to (1) all copyrights in the same, and in all renewals and extensions of the copyrights that may be secured under applicable laws; and (2) all rights in and to any inventions and designs embodied in the Work Product or developed in the course of the County's creation of the Work Product.

32.1.3 Moral Rights

The County hereby forever waives any and all "moral rights" it may have in the Work Product.

32.1.4 Assistance

At Sound Transit's expense, the County shall execute and deliver such instruments and take such other action as may be requested by Sound Transit to perfect or protect Sound Transit's rights in the Work Product and to perfect the assignments contemplated by this Section.

32.1.5 No Third Party Licenses Included

Sound Transit shall be responsible, at its expense, for obtaining any third party software and other intellectual property licenses needed to read, use, apply, copy, modify or otherwise exercise its rights in the Work Product.

32.2 County License Rights

Sound Transit hereby grants to the County a perpetual, non-exclusive, transferable, sublicenseable and royalty-free license to use, reproduce, maintain, create derivative works from, modify and upgrade any Work Product and any other work, material or item provided to the County in accordance with this Agreement for which Sound Transit is the owner of the intellectual property rights.

32.3 Survival

This Section 31 shall survive any expiration or termination of this Agreement.

32.4 Intellectual Property Owned by Third Parties

32.4.1 Common Third Party IP Licensed to County

The County may, at its discretion, use Third Party intellectual property that is not specific to Central Link purposes ("Common Third Party IP") to also perform the Work. To the extent such Work is not allowed under the applicable IP licenses from third parties, the County shall obtain all necessary license rights to permit use of the Common Third Party IP to perform Work.

If the County has to modify any Common Third Party IP and/or obtain additional license rights from the third party licensor to use such IP for the Work, Sound Transit shall reimburse the County for its costs of making and maintaining the modification and the incremental costs for obtaining any additional license rights.

At such time as the County undertakes an upgrade or replacement of Common Third Party IP that is used in the performance of the Work, Sound Transit shall reimburse the County for a proportionate share of the cost incurred by the County. The Parties shall

meet in advance to discuss the County's upgrade or replacement project and determine Sound Transit's share of the cost based on the projected use of said IP for Work as compared to other County purposes.

32.4.2 Central Link-Specific Third Party IP

To the extent Sound Transit provides software, hardware or other third party IP for the County's use in performing the Work, Sound Transit shall obtain all necessary license rights in the name of the County and/or its applicable contractors.

To the extent the County is required to purchase software, hardware or other third party IP to perform Work ("Central Link-Specific Third Party IP"), the County shall exercise its best efforts to obtain license rights in the names of both the County and Sound Transit. Sound Transit shall reimburse the County for all of its costs incurred in purchasing such Central Link-specific Third Party IP.

33.0 GENERAL PROVISIONS

33.1 Rights and Remedies

The rights and remedies of the Parties to the Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

33.2 No Joint Venture or Partnership

No joint venture or partnership is formed as a result of this Agreement.

33.3 No Third Party Rights

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

33.4 Compliance with Laws

33.4.1 In General

Each Party shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, contractors and representatives comply with all federal, state, and local law, regulations, and ordinances, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

33.4.2 Licensing and Certification of Employees

Each Party shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, contractors and representatives comply with all federal, state and local licensing, registration, filing and/or certification standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Washington or of the federal government applicable to the work or services for which it is responsible under this Agreement.

33.5 Venue

Any legal action between the Parties with regard to this Agreement shall be brought in the Superior Court of King County.

33.6 No Employee Relationship

Each Party and its employees, agents, consultants and representatives shall not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant or representative of the County shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Except for Employment Practice Claims as provided for in Section 28.2, each party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall indemnify and hold the other Party harmless from any such claims.

33.7 Notice

All written notices required in this Agreement shall be either personally delivered, sent by certified mail, return receipt requested, postage prepaid, or sent by facsimile transmission (with confirmation receipt printed). All notices or requests shall be sent to the City and Sound Transit addressed as follows:

King County: Transit General Manager
King County Metro Transit
201 South Jackson Street, Mailstop KSC-TR-0415
Seattle, Washington 98104-3856

Sound Transit: Link Light Rail Director
Sound Transit
401 South Jackson Street
Seattle, Washington 98104-2826

33.8 Waiver of Default

Waiver of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default and shall not be construed to be a modification of the terms of this Agreement.

33.9 Force Majeure

If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

33.10 Non-Exclusivity of Agreement

The Agreement is not, and will not be construed to be, Sound Transit's sole contract for operations, maintenance, or repairs of Central Link. Sound Transit reserves the right to contract with other parties, or perform "in-house," work or services related to the operation or maintenance of Central Link that has not been specifically contracted to the County in this Agreement.

33.11 Assignment

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

33.12 Binding on Successors and Assigns

This Agreement, together with all exhibits and attachments now or hereafter made a part, shall be binding on the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

33.13 Severability

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

33.14 Warranty of Right to Enter into Agreement

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement on behalf of each Party have the authority to bind that Party.

33.15 Exhibits

All exhibits referenced in and attached to this Agreement are incorporated by this reference.

33.16 Amendments and Modifications

This Agreement and its exhibits shall only be amended or modified by mutual agreement of the Parties in writing. Amendments and revisions to the exhibits can be authorized and executed on behalf of Sound Transit by the Director of Link Light Rail and on behalf of the County by its Transit General Manager.

The Parties recognize that the assumptions upon which the Work and costs provided in this Agreement will likely change before and after the Passenger Service Date due to changes in, among other things, design, scope, technology, and governmental regulations. This Agreement may be amended or modified with respect to changes in said assumptions and additional work Sound Transit may direct the County to perform. The cost of such changes in assumptions or Work will be determined by the County and mutually agreed to by the Parties' Designated Representatives. Compensation changes shall be agreed upon in writing by the Parties as soon as practicable following changes in the assumptions or when the additional Work is identified. The mutually agreed upon terms of any changes including, but not limited to, scope, staffing and compensation shall be in the form of an amendment or modification to this Agreement as set forth in this provision.

Amendments that materially affect the policies and intent of this Agreement are subject to the approval of the Sound Transit Board of Directors and the County Council.

33.17 Annual Meeting

The Parties will review this Agreement annually starting in 2004 until the Passenger Service Date to discuss necessary changes or adjustments to the Agreement's scope of work or formulas as new information, circumstances, or technology become available.

33.18 Relation to DSTT Agreement

This Agreement and the subsequent agreements, Plans and changes provided for herein, are intended to satisfy the provisions of Section 16.3, 16.4, 16.5, 16.6 and 16.7 of the DSTT Agreement, the other provisions of which remain in effect.

33.19 Survival of Certain Provisions

The following sections shall survive any termination or expiration of this Agreement:

Section 13	Downtown Seattle Transit Tunnel
Section 15.9	Labor Relations
Section 16	Audits, Inspections and reports
Section 25	Dispute Resolution
Section 26	Workers' Compensation
Section 27	Risk Management and Claims During Start-Up Period
Section 28	Risk Management and Claims During O&M Period
Section 29	Indemnification of Certain Claims
Section 30	Termination
Section 32	Intellectual Property (IP)
Section 34	Effective Date and Term
Exhibit A	Definitions
Exhibit Q	Risk Management and Claims During Start-Up Period

34.0 EFFECTIVE DATE AND TERM

34.1 Effective Date and Term

This Agreement shall take effect upon its signing by both parties and shall expire five (5) years after the PSD, or December 31, 2015, whichever is earlier.

34.2 Agreement Review

Eighteen (18) months prior to the end of the term, Sound Transit and the County will initiate a review process for consideration of whether the Parties will agree to extend the term of this Agreement for up to five (5) additional years. If the Parties agree to an extension of this Agreement, they shall execute a written extension, along with any amendments, at least twelve (12) months prior to the expiration of this Agreement, or within such lesser time as may be agreed to by the Parties in writing.

34.3 Expiration

In the event the Parties do not execute an extension to this Agreement, it shall expire at the end of the term as specified in Section 34.1. At least six (6) months prior to the expiration date, the Parties agree to commence and thereafter comply with the Coordinated Termination provisions of Section 30.4, which are incorporated herein by this reference and apply in the context of the expiration. The provisions of Section 30.6, Payments Due County, is also incorporated herein by this reference and shall apply in the context of the expiration.

34.4 Tunnel Status in Event of Expiration

Once the Parties have determined not to extend this Agreement, Sound Transit may thereafter opt, or the County may thereafter require, Sound Transit to acquire the DSTT. The Party triggering the acquisition shall provide the other and the City of Seattle with one year advance

notice and the Parties shall develop an acquisition agreement. The terms of said acquisition agreement shall include, but are not limited to, the consideration to be paid to the County and the date of the transfer to Sound Transit and the responsibility for maintenance, repairs, and replacement of DSTT elements.

35.0 EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, any one of which shall be regarded for all purposes as one original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

KING COUNTY
("The County")

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**
("Sound Transit")

Ronald Sims
King County Executive

Joan M. Earl
Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Sound Transit Legal Counsel

Date: _____

Date: _____

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

MAY 2003

EXHIBITS

EXHIBITS FOR CENTRAL LINK LIGHT RAIL OPERATIONS AND MAINTENANCE AGREEMENT

- Exhibit A: Definitions**
- Exhibit B: Description of System**
- Overview
 - List of Key Features
 - Alignment Map
- Exhibit C: Performance Standards**
- Exhibit D: Maintenance Matrix**
- Exhibit E: Responsibility Matrix**
- Exhibit F: Third Party Contracts**
- Exhibit G: Start-Up**
- Cost Estimate
 - Scope of Work Matrix
 - Staffing Plan
- Exhibit H: List of Sound Transit Owned Facilities & Equipment**
- Exhibit I: Central Link Construction Schedule**
- Exhibit J: Signage Hardware/Changeable Information Matrix**
- Exhibit K: Paratransit Service Area Map**
- Exhibit L: Performance Reports**
- Exhibit M: National Transit Database Reports**
- Exhibit N: Central Link Baseline Cost and Staffing Plan; DSTT; and Paratransit**
- N-1 Cost Items to be Paid Directly by Sound Transit for Central Link
 - N-2 Staffing Plan for Central Link
 - N-3(a) Central Link Direct Costs
 - N-3(b) Central Link Shared Costs
 - N-3(c) Central Link Total O&M Costs
 - N-4 Documentation of Central Link Direct Labor Costs
 - N-5 Documentation of Central Link Direct Non-Labor Costs
 - N-6 Documentation of Central Link Shared Costs
- Costs for DSTT
Cost for Complementary Paratransit
5 Year Cost Estimate

EXHIBITS FOR CENTRAL LINK LIGHT RAIL OPERATIONS AND MAINTENANCE AGREEMENT

Exhibit O: Federal Transit Administration Provisions

Exhibit P: Designated Representatives

Exhibit Q: Risk Management and Claims During Start-Up Period

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EXHIBIT A:
GENERAL DEFINITIONS

EXHIBIT A: GENERAL DEFINITIONS

Definitions for inclusion in the agreement

“Accident Prevention Plan” means that plan as described and required in Section 11.1.2, Accident Prevention Plan, of the Agreement.

“Accident Review Board” means a County established board per Section 11.2 of experienced individuals comprised of both management and peer level employees, whose primary responsibility is to review accident reports and related information with the employee who was involved in the accident and make the final “in house” determination whether the accident could have been reasonably prevented.

“Adverse Weather Plan” means the plan used to operate transit services during periods of adverse weather including snow, floods and other natural occurrences that impact normal service delivery. The Plan will be developed per Section 5.0, Start-Up, and the Responsibility Matrix, Exhibit E.

“Annual Review” means the process described in Section 22.1.3.2, Annual Review of the Baseline Cost.

“Baseline Cost” means the County’s annual cost of providing the scheduled level of operations and maintenance service for Central Link identified in the Operating Plan.

“CCTV” means Closed Circuit Television.

“Central Link” means the Central Link light rail system as generally described in Exhibit B, including light rail vehicles, running surfaces, right-of-way, switches, track equipment, power distribution, central control, communications, maintenance and all other equipment associated with operating the light rail vehicles, real estate, and fixed facilities.

“Central Link Operations Control Center” means a facility providing critical functions such as voice and data communications with operators and field supervisors, rail vehicles tracking, interfacing between field supervisors and police, fire and other emergency personnel, monitoring all systems including CCTV, SCADA, and operations coordination during normal and emergency conditions.

“Central Link Maintenance Matrix” means the matrix that is Exhibit D and includes the type and frequency of maintenance for vehicles, equipment, facilities and systems.

“Central Link Maintenance Plan” means the plan that describes maintenance programs that will ensure that all facilities and equipment of the rail system will perform reliably for the duration of their intended design life. The Plan will be developed by Sound Transit per Section 5.0, Start-Up, and the Responsibility Matrix, Exhibit E.

“Claim” means any claim, incident, demand, lawsuit, administrative proceeding, arbitration, grievance, complaint, contribution action, regulatory action, judgement, settlement, fine, penalty, assessment, attorney’s fees, award, expense, cost or liability of any kind (including costs and attorney’s fees incurred in the investigation, defense or settlement of any actual or threatened legal proceeding) arising from or related to an act or omission in performing Link Functions.

“Communications System” means all elements of voice and data communication systems including repeater sites, operational consoles, vehicle and handheld radios, microwave, telephone and fiber optic links.

“Configuration Management” is the process described in Section 9.0, Configuration Management, for monitoring and documenting the physical and operational characteristics of Central Link and ensuring that modifications are not undertaken without due consideration to the impact on overall system design, system operation, and capital and operational costs. It also includes documentation of any changes.

“CPI” means the U.S. Department of Labor, (Bureau of Labor Statistics) Consumer Price Index for All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton area.

“Customer Perception Survey” means the survey to be conducted annually by Sound Transit as described in Section 17.4, Customer Perception Survey

“Designated Representatives” mean individuals who are assigned to specific tasks outlined in the Agreement as listed in Exhibit P.

“Direct Costs” means costs that are wholly and exclusively devoted to Central Link and are unburdened for any form of overhead or support costs from organizational units that are not wholly and exclusively associated with Central Link operations. Refer to Section 22.1.1

“Direct O&M Costs” include labor costs for employee positions that are wholly and exclusively devoted to Central Link operations, and all non-labor costs that are separable for Link operations. These costs are unburdened for any form of overhead or support costs from organizational units that are not wholly and exclusively associated with Central Link operations. Refer to Section 22.1.1

“Downtown Seattle Transit Tunnel Agreement” or “DSTT Agreement” means the intergovernmental agreement dated July 9, 2002, which describes the general conditions and relationship between Sound Transit and the County regarding use of the DSTT; establishes Sound Transit’s right to use or purchase the DSTT for high capacity transportation (“HCT”) purposes; and directs the development of an intergovernmental agreement for operations and maintenance of Central Link between Sound Transit and the County.

“DSTT” means the Downtown Seattle Transit Tunnel consisting of the Tunnel, the Merge Zone, the Tunnel Annex, and the Tunnel Control Center as defined in the DSTT Agreement.

“DSTT Joint Bus/Rail Operating Plan” means the plan described in Section 7.2, Operations Plan, of the Agreement.

“DSTT Operations Control Center” means the facility providing critical functions such as voice and data communication with operators, field supervisors, rail vehicles, bus vehicles, maintenance personnel and tracking and interfacing between transit staff and police, fire and other emergency personnel, monitoring all systems including CCTV, SCADA, and tunnel operations under normal and emergency conditions.

“Emergency Management Plan” means the plan referred to in Section 7.7, Emergencies and Start-Up Exhibit G 5.7.7, of the Agreement that describes emergency management requirements for rail transit including emergency mitigation, response and recovery.

“Employment Practice Claim” means a Claim made against the County alleging obligations and/or violations of applicable law regardless of source, policies, regulations or collective bargaining contracts arising from or related to the County’s hiring, promotion, evaluation, payment, provision of a workplace, discipline, discharge and other practices as an employer of Rail Section employees and the County’s recognition, negotiations, grievance and arbitration and other activities with unions representing or seeking to represent employees in the Rail Section. By way of example and not limitation, Employment Practice Claims include alleged wrongful discrimination, wrongful wage payments and provision of benefits, violations of applicable leave provisions, violation of applicable WISHA or other safety regulations, retaliation, sexual harassment, wrongful discipline and termination, invasion of privacy, unfair labor practices, and breach of labor contract provisions.

“Force Majeure” The term “Force Majeure ” shall include, without limitation by the following enumeration, acts of nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a Party’s reasonable control, causing the inability to perform its obligations under this Agreement.

“FTA” means the Federal Transit Administration of the United States Department of Transportation.

“Hazardous Substance” means any (a) substances, product, waste or other material of any nature, which is or becomes listed, regulated, or addressed under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, (“CERCLA”); the Hazardous Materials Transportation Act. 49 U.S.C. 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (“RCRA”); the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Clean Water Act, 33 U.S.C. 1251 *et seq.*; the Washington Model Toxics Control Act, RCW 70.105D *et seq.*, as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time after the Agreement is in effect, (b) any substances, product, waste or other material of any nature, which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil products (d) asbestos.

“High Capacity Transportation” means high capacity transportation as defined in RCW81.104.015.

“Initial Segment” means the light rail system extending from a train turnaround track located in the Tunnel Annex to be built east of the Tunnel’s Westlake Station to a southern terminus at South 154th Street in the City of Tukwila.

“Integrated Testing” means tests to verify that the systems and vehicles are physically and technically compatible and that all systems operate together as specified.

“Link Functions” mean any work or thing to be provided under this Agreement, or otherwise, in connection with or related to the Start-Up, operation and maintenance of Central Link, whether provided by the County; Sound Transit; their respective elected or appointed officials, employees, agents, contractors of any tier and such contractors’ employees; or provided by more than one of the foregoing.

“Link Risk Fund” means the trust fund established by the County using Sound Transit funds, as provided by Section 28.1, to cover all Claims within the self-insured retention (“SIR”); all uninsured Claims; all Claims beyond any insurance limits; and such other costs as are specified in this Agreement; but excluding Workers’ Compensation Claims.

“Maintenance Management Information System” or **“MMIS”** means the system used to maintain accurate maintenance records for vehicles, facilities, equipment and systems as described in Section 8.2.1.

“Merge Zone” means that portion of the limited access area owned by the Washington State Department of Transportation that extends from the Tunnel south to the Merge Point north of Royal Brougham Way, where northbound buses and light rail trains commence shared use of the same right-of-way.

“National Transit Database Reports” means reports required by the Federal Transit Administration that contain detailed cost and performance data related to quality of service, safety and security.

“O&M Period” means the period in which the County is responsible for all Work associated with the operations and maintenance of the Central Link light rail system, beginning with the Passenger Service Date and extending for the term of the Agreement.

“Operations and Maintenance Facility” means the facility located at Airport Way and Forest Street that contains yard storage for up to 112 rail cars, a maintenance shop that includes paint, body, major overhaul and wash facilities, rail operations management offices, a dispatch area and an operational control center.

“Operations Plan” means the plan that describes the planned operations of Central Link rail system and forms the basis for development of other documents related to operation and maintenance of the system, including the Maintenance Plan, the Staffing Plan, and the Baseline Cost estimate. The Plan also describes system alignment; facilities and equipment; projected ridership; speeds, travel time and headways; signaling systems; traction power; operational safety and security.

“Operating Rulebook” means the book that contains all procedures and pertinent information related to safe operations of Central Link.

“Passenger Service Date” (PSD) means the date at which Central Link passenger service will commence as established by Sound Transit.

“Paratransit” means small bus, van, or other special service provided to individuals with disabilities required by the Americans with Disabilities Act.

“Performance Reports” means reports specified in Exhibit L, the County will provide to Sound Transit that includes data and information related to the performance of the Central Link.

“Performance Standards” means the indicators used to measure quality of service as provided in Exhibit C.

“Rail Activation Plan” as listed in Exhibit G, means a plan that describes all activities required to activate the rail vehicles, equipment, facilities and systems. The period covered by the plan extends slightly beyond the Passenger Service Date to ensure continued performance of all systems. The Plan will be developed by Sound Transit

“Rail Section” means the organization unit within the County’s Transit Division that is responsible for the operation and maintenance of Central Link in accordance with this Agreement.

“Regional Signage Program” means the standards and specifications used by Sound Transit for its signage program.

“Responsibility Matrix” means the matrix attached as Exhibit E that outlines the responsibilities of developing, implementing, maintaining, reviewing and supporting major functions related to the operation of Central Link rail system.

“SCADA” means Supervisory Control and Data Acquisition. SCADA is a system that provides for the monitoring of traction power substations, elevators and escalators, traffic signaling, intrusion detection, HVAC (heating, ventilation and air conditioning), fire detection and suppression, ancillary power, public address system, uninterruptible power supply and emergency telephone system for the tunnels and surface system.

“Security Program Plan” means the plan required in Exhibit G and Section 12.0, Security, of the Agreement. This plan describes the combined tasks and activities of system security management and system security analysis.

“Service Plan” means the plan developed by Sound Transit as required in Exhibit G, that identifies travel times and headways for a service period, providing the information necessary to develop detailed schedules, and vehicle and operator assignments.

“Shared Costs” means the costs of resources that are shared among the Rail Section and other County services, where each service receives some pro rata share of the cost. Refer to Section 22.1.1.

“Sound Transit Central Link Operations and Maintenance Manager” (“Link Operations Manager”) means the Sound Transit manager or designee who is responsible for all Central Link operations.

“Staffing Plan” means the chart which illustrates the lines of reporting among organizational units, highlights the units that are wholly devoted to Central Link operations and maintenance, identifies the staff (by position) within each of those units, and highlights the units that will

provide support to Central Link operations while also supporting other County operations. Refer to Exhibit N-2.

“Standard Operating Procedures” means the detailed procedures that provide direction to operating personnel on how to complete various tasks and handle situations.

“Start-Up Costs” means agreed-upon costs of the County associated with required tasks prior to the Passenger Service Date.

“Start-Up Period” means the period described in Section 5.0, Start Up, of the Agreement and Exhibit G, which is the thirty-six (36) month period prior to the PSD. Exhibit G outlines the tasks to be completed by both Parties before the PSD.

“Systems/Electrical” means all hardware and any software elements such as: traction power substations, overhead contact systems, signaling systems, grade crossing warning systems, track and wayside electrical circuits, electrical switchgear, shop and yard electrical lighting and power distribution, fire alarms, station lighting and electrical facilities, and electrical controls for mechanical systems for elevators and tunnel ventilation fans.

“System Safety Program Plan” means the plan that describes the organization and defines activities necessary to identify and analyze possible hazards (risk of damage, injury, or death) to effectively reduce the risk of their occurrence. The Plan is required to be developed in Section 11.1.1 and Exhibit G.

“Third Party” means a person or entity other than Sound Transit or the County.

“Third Party Claim” means a Claim made against Sound Transit and/or the County by a Third Party. “Third Party Claim” shall also include a Claim made by either Party for injuries to persons and/or damages to property sustained by that Party’s personnel and property when not engaged in Link Functions.

“Ticket Vending Machine” (TVM) means an electronic fare collection, ticket dispensing, ticket validation machine used for transit operations.

“Total O&M Costs” means the sum of all direct and shared costs. Refer to Section 22.1.1.

“Transit Division” means the organization unit in the County that is responsible for the operation of the County’s public transportation system.

“Tunnel” means the Downtown Seattle Transit Tunnel as defined in the DSTT Agreement.

“Tunnel Annex” means the extension to the Tunnel for the train turnaround track located east of the Tunnel’s Westlake Station, including all systems, structures, pieces of equipment and other related elements.

“Waste Minimization Plan” means the plan described in Section 20.2, Waste Minimization Plan, of the Agreement.

“Work” means all work required to be provided by the County and its contractors under the Agreement, including all services, labor, equipment and materials, facilities and all other things necessary and proper for, or incidental to, Start-Up, and operating and maintaining Central Link.

“Workers’ Compensation Claim” means a Claim made against the County by a County employee alleging that the employee has sustained an injury or illness arising out of or in the course of employment.

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EXHIBIT B:
GENERAL SYSTEM DESCRIPTION

EXHIBIT B: GENERAL SYSTEM DESCRIPTION OVERVIEW

Central Puget Sound Regional Transit Authority (Sound Transit) Initial Segment of the Central Link LRT Project

Initial Segment

The Initial Segment extends from a tail track located in a Tunnel Annex east of Westlake Station through the existing Downtown Seattle Transit Tunnel (DSTT) to a South 154th Street Station bordering the cities of Tukwila and SeaTac.

The Initial Segment consists of a 13.9-mile long double-track light rail transit system, eleven passenger stations, and an Operations and Maintenance Facility (OMF). The line, located largely in exclusive right-of-way with a mix of at-grade, aerial, and subway guideway, includes the existing 1.3-mile long DSTT and serves four of its five stations. Buses will continue to serve all five of the existing DSTT stations as studies have concluded that joint use is feasible and safe. The Initial Segment includes retrofitting the DSTT for joint rail/bus operations, ADA compliance, and Fire/Life Safety requirements.

Four of the eleven stations on the Initial Segment are in the DSTT: Westlake, University Street, Pioneer Square, and International District. South of the DSTT, the line includes an at-grade station at Lander Street; a deep-mined station in the Beacon Hill Tunnel; an elevated station at McClellan Street; at-grade stations at Edmunds Street, Othello Street, and Henderson Street; and an elevated station at South 154th Street to include a park and ride lot. The project also includes provisions for deferred stations at Royal Brougham and Boeing Access Road.

A fleet of approximately 31, low-floor, articulated 90 to 95-foot cars will be procured for the Initial Segment. All facilities will be designed to ultimately accommodate four-car trains. The project includes an Operations and Maintenance facility that is located on a 25-acre site adjacent to the aerial structure on South Forest Street between 6th Avenue South and Airport Way South.

EXHIBIT B: GENERAL SYSTEM DESCRIPTION KEY FEATURES

The following is a summary description of the line and planned service:

Alignment Westlake tail track to South 154th Station = 13.9 miles of double track

- 1.5 miles tunnel joint bus/rail operations
- 1.0 miles tunnel
- 7.2 miles at-grade
- 4.2 miles aerial

31 grade crossings (3 gated and 28 controlled by traffic lights)

Train Service Seven days a week (including holidays)
20 hours per day (5:00am to 1:00am) Monday – Saturday
18 hours per day (6:00am to Midnight) Sunday

Stations 11 stations (5 tunnel, 2 aerial and 4 at-grade stations)

Headways

Monday – Friday		Saturday		Sunday & Holidays	
05.00 to 06.00 hrs	15 mins	05.00 to 08.00 hrs	15 mins	06.00 to 08.00 hrs	15 mins
06.00 to 08.30 hrs	6 mins	08.00 to 22.00 hrs	10 mins	08.00 to 22.00 hrs	10 mins
08.30 to 15.00 hrs	10 mins	22.00 to 01.00 hrs	15 mins	22.00 to 00.00 hrs	15 mins
15.00 to 18.30 hrs	6 mins				
18.30 to 22.00 hrs	10 mins				
22.00 to 01.00 hrs	15 mins				

Trains 95 feet long
2-car trains in the initial years of service

Stations Capable of accommodating maximum consist size of 4 cars

Light Rail Vehicles 74 seated and 74 standees = 148 total per LRV at a load factor of 2.0

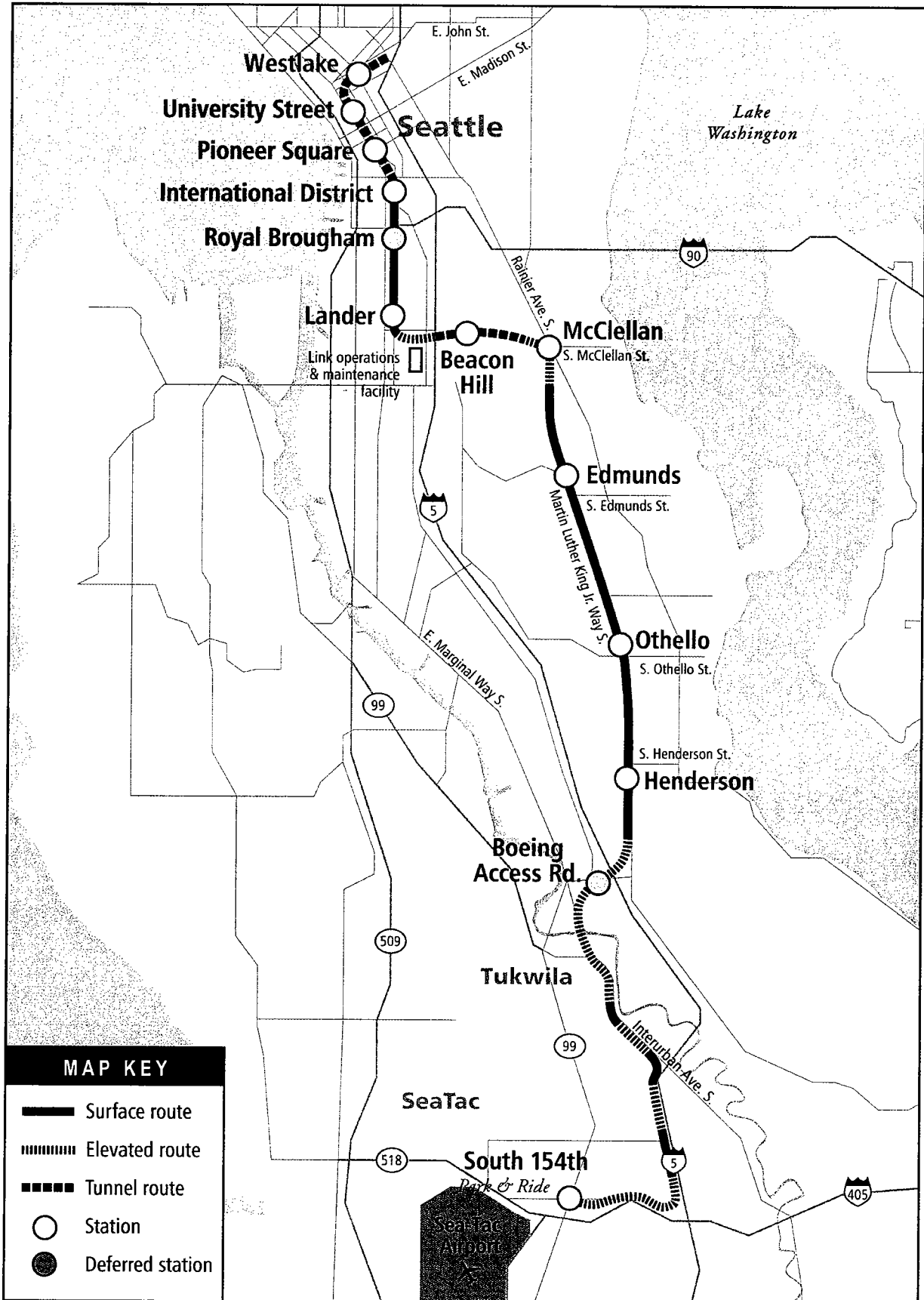
Fares System A barrier free proof-of-payment fare collection system

Maintenance Facility An Operations and Maintenance Facility (OMF) will be located at Forest Street and Airport Way
The OMF will have the following:

- Link Operations Control Center
- Transportation functions
- Outside storage yard for 40 cars
- LRV maintenance shop

EXHIBIT B: GENERAL SYSTEM DESCRIPTION ALIGNMENT MAP

**Central Puget Sound Regional Transit Authority (Sound Transit)
Initial Segment of the Central Link LRT Project**



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EXHIBIT C:
PERFORMANCE STANDARDS

EXHIBIT C: PERFORMANCE STANDARDS

The County shall demonstrate that it is achieving the specified requirements in the Agreement by achieving the following performance standards in a calendar month reporting period unless otherwise noted.

Performance Area	Performance Standard	Goal
On-time Performance	Percent of scheduled train trips completed within 3 minutes of scheduled terminal arrival time	≥98.5%
	Cancelled or incomplete trips	≤10
System Availability	Percent of time (during revenue service hours) that elevators and escalators (including DSTT) are available for patron use	≥95%
System Cleanliness	Completed LRV interior cleanings daily (%)	100%
	Completed LRV exterior cleaning 2 times per week	100%
Employee Injury/Illness on the job	Employee Injury/Illness Rate	≤1.00
Train Accidents	Number of accidents per 1,000,000 revenue miles	≤6
Employee Sick Leave	Number of days of sick leave per employee per year	≤8.0
Incidents/Accidents	All events not related to train accidents per million revenue miles (passengers and employees)	<6
Station Cleanliness	Completed daily station cleaning as defined in the Maintenance Matrix	100%

Explanations:

1. **On-Time Performance:** Calculated by identifying the sum of all incidents when a train is 3 minutes or more later than the scheduled arrival time at each terminal, dividing by the total scheduled terminal stops and multiplying by 100%.
2. **Cancelled or Incomplete Trips:** Calculated by identifying the sum of all trips that have been canceled or incomplete trips.
3. **Availability of Escalators & Elevators:** Calculated by identifying total hours during the day of revenue service minus the total time elevators and escalators are not available for patron use, dividing by the total hours during the day of revenue service and multiplying by 100%.

4. **LRV Interior Cleanliness:** Calculated each day by identifying all cars whose interiors had been cleaned, dividing by the number of total cars in service that day and multiplying by 100%. The percent obtained each day should be averaged over the month and this number reported.
5. **LRV Exterior Cleanliness:** Calculated each week by identifying all cars whose exteriors had been cleaned 2 times per week, dividing by the number of total cars in service that week and multiplying by 100%. The percent obtained each week should be averaged over the month and this number reported.
6. **Employee Injury/Illness Rate:** Employee Injury/Illness Rate is determined by multiplying the number of lost time cases recorded for the month and multiplying this number by 200,000 and then dividing this by the total number of hours worked by Rail Section employees for the month. OSHA uses the 200,000 as a base for 100 equivalent full-time employees working 40 hours per week and 50 weeks per year.
7. **Train Accidents:** Train accidents include derailments, collisions, and signal/pedestrian controlled intersections per million train miles. A collision is defined as an incident with damages in excess of \$1,000.00 in repair costs involving the impact between any revenue vehicle and any moving or stationary vehicle, object or person. Calculated by identifying the sum of all accidents for the month, multiplying by 1,000,000 miles and dividing by the number of revenue miles operated during the month.
8. **Employee Sick Leave:** Calculated by identifying the number of incidents of sick leave (which include each day or partial day sick) for the month divided by the number of maintenance and operations employees and multiplied by twelve months.
9. **Incidents/Accidents:** Defined as anything other than a train accident (e.g. falls on platforms, on trains, door closing on passengers, etc.) This is the total for revenue miles divided by the number of incidents per month. Calculated by identifying the sum of all accidents for the month, multiplying by 1,000,000 miles and dividing by the number of revenue miles operated during the month.
10. **Completed daily station cleaning:** Calculated each day by identifying stations that have been cleaned according to the Maintenance Matrix, dividing by the number of stations and multiplying by 100%. The percent obtained each day should be averaged over the month and this number reported.

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EXHIBIT D:
CENTRAL LINK
MAINTENANCE MATRIX

EXHIBIT D:

**CENTRAL LINK
MAINTENANCE MATRIX**

The maintenance matrix provides a summary information of the type of equipment and systems that will require maintenance pending development of a Maintenance Plan.

The maintenance plan reflects a philosophy that emphasizes preventive maintenance as a means of meeting performance and reliability requirements while controlling overall maintenance costs.

The success of the Link light rail system in the eyes of riders and voters will be due in large part to the perceived reliability, safety and appearance/cleanliness of the system. Thus, the maintenance of the LRVs, track and structure, and stations is of paramount importance. Likewise, system safety will be stressed, resulting in a system that is safe for riders, train operators, other employees and the general public.

Key to assuring system reliability is preventive maintenance following schedules established by the equipment manufacturer but subsequently modified to reflect actual operating experience. Keeping facilities and vehicles in good operating condition avoids conditions and failures which, in turn, could result in unsafe situations. Reliability is not just limited to early and timely detection of problems, but also is dependent upon well trained staff (train operators and maintenance personnel), timely availability of spare parts, and the general maintainability of the equipment. Initial maintenance training by equipment suppliers are final design contract deliverables. Planned preventive maintenance ensures work is performed in a controlled, effective and economical manner. It also ensures compliance with manufactures and warranty requirements.

Cleanliness of both LRVs and stations requires an on-going commitment and allocation of sufficient resources. A zero-tolerance policy on graffiti, both on LRVs and in stations, is key to insuring that there is not incremental degradation of the system.

The attached matrix and subsequent Maintenance Plan requirements are subject to final design and dependent on equipment manufacturer's recommended maintenance schedule.

Vehicle Maintenance

Task	Standard	Responsibility
Preventative Maintenance		
<ul style="list-style-type: none"> Inspection of in-service vehicle for: safety related system <ul style="list-style-type: none"> All vehicle systems and equipment Visual inspection of underside of car Windows Coupler gear Antennae, and Equipment covers Each car will have in-depth inspections as stated in the preventative maintenance data sheet for the service interval (see note 1) 	Daily	KCM
<ul style="list-style-type: none"> Wheel truing and replacement 	5,000 miles or 30 days 15,000 miles 25,000 miles or 180 days 50,000 miles or 1 year 100,000 miles 225,000 miles As Required	KCM KCM
Corrective Maintenance		
<ul style="list-style-type: none"> Report problems during service and at pull in for maintenance inspector Rerailing 	As needed As needed	KCM KCM
Unscheduled Maintenance		
<ul style="list-style-type: none"> Graffiti 	Zero tolerance for graffiti. No car put in service with graffiti with the exception of scratches	KCM
Other Sound Transit vehicle maintenance		
<ul style="list-style-type: none"> Regular maintenance items 	Per vehicle manufacturers schedule	KCM
Other Sound Transit vehicle cleaning		
<ul style="list-style-type: none"> Light cleaning (wash, vacuum, clean windows, empty trash) Detailed cleaning (touch up nicks, wash/wax, clean windows inside and out; clean upholstery; clean; clean wheels) 	Weekly Suggest at 180 day intervals	KCM KCM
Light Rail Vehicle Cleaning		
<ul style="list-style-type: none"> Light interior cleaning with graffiti removal exterior and interior, remove debris Wash and clean car exteriors Detailed cleaning of vehicle (detail wash all interior surfaces; clean light fixture lenses or lamps; detail exterior cleaning) 	Daily 2 times a week Quarterly	KCM KCM KCM

Note 1: Detail schedule to follow

Facilities Maintenance

Task	Standard	Responsibility
Elevators/Escalators <ul style="list-style-type: none"> Inspection, maintenance & repair 	Per data sheet in accordance with manufacturer recommendations	KCM
Stormwater Conveyance/Detention/Retention Treatment Facilities <ul style="list-style-type: none"> Inspect, maintain and clean 	As Required	KCM
Oil Water Separator Maintenance <ul style="list-style-type: none"> Inspect, maintain and clean 	Per manufacture's recommendations	KCM
Overhead Cranes <ul style="list-style-type: none"> Inspect, maintain and clean 	Per manufacture's recommendations	KCM
LRV Lifts/Jacks <ul style="list-style-type: none"> Inspect, maintain and clean 	Per manufacture's recommendations	KCM
Yard/Shop Offices/Operations Rooms <ul style="list-style-type: none"> Light cleaning, empty trash, sweeping, spot cleaning Detailed cleaning (vacuuming, shampooing carpets, washing windows) 	Daily Monthly	KCM KCM
Station Maintenance <ul style="list-style-type: none"> Spot mopping/sweeping; wash walls; hose down stairwells; wipe stainless steel components; clean up spills/unsanitary conditions, clean glass, wipe down all elevators and escalators Litter pick up at heavily used stations & plazas Litter pick up at all other stations and plazas Graffiti removal, vandalism repair, touch up paint, replace glazing Use floor scrubbers at stations Pressure wash stairwells to remove filth/urine Pressure wash station, clean all light fixtures, clean out all floor drains and sumps; clean out elevator pits. In-depth cleaning; detail; and polish stainless steel components in stations Water, prune, weed, mow, and fertilize landscape Pressure wash plaza level at tunnel stations Pressure wash plaza areas related to the station Paint all appropriate surfaces 	Daily 2 times/day Daily Within 24 hours of report As needed 1-2 times/month Quarterly Semi-annual Per data sheet in accordance w/landscape recommendation Quarterly Quarterly Every 5 years	KCM KCM KCM KCM KCM KCM KCM KCM KCM KCM KCM KCM

Task	Standard	Responsibility
Landscape Maintenance		
• Winterize irrigation system	Yearly	KCM
• Spring start-up for irrigation	Yearly	KCM
- Pressurize		
- Check heads/repair/replace		
Corrective Maintenance		
• Unscheduled maintenance and repair	Report to shift supervisor	KCM
- Minor – under \$1,500	for scheduling	KCM
- Major – unless an emergency get ST	As required	KCM
advance approval	As required	KCM
- Replace burnt out lamps	As required	KCM
- Replace defective lamp fixtures	As required	KCM
- Replace scratched film on glazing with	As required	KCM
offensive words, graffiti, vandalism		
Park and Ride Lot at South 154th Station		
• Trash pick up and removal	Daily	KCM
• Maintain/educt oil/water separator	Every 6 mos/as required	KCM
• Educt catch basins	Report to shift supervisor	KCM
• Maintain stormwater detention/	for scheduling	KCM
conveyance/treatment facilities	As Required	KCM
Adverse Conditions for Facilities		
• Snow removal	As needed to keep	KCM
• De-icing	facilities operational	KCM
• Adverse weather preparation		KCM
• Adverse weather clean up		KCM
Station Information		
• Westlake (tunnel)		
• University (tunnel)		
• Pioneer Square (tunnel)		
• International District (tunnel) & plaza		
• Royal Brougham (at-grade)	Deferred Station	
• Lander (at-grade) & plaza		
• Beacon Hill (tunnel station) & plaza		
• McClellan (aerial) & plaza		
• Edmunds (at-grade) & 2 plazas		
• Othello (at-grade) & 2 plazas		
• Henderson (at-grade) & plaza		
• Boeing Access (aerial)	Deferred Station	
• South 154th (aerial) & King/plaza site		

Track Maintenance

Task	Standard	Responsibility
Track Inspection		
<ul style="list-style-type: none"> • Basic daily inspection by operator on first train or by hi-rail vehicle before start of service 	Daily	KCM
<ul style="list-style-type: none"> • Basic track patrol; walk the track or use inspection vehicle; check for frayed cables and broken connections to rails and special work 	Twice a week	KCM
<ul style="list-style-type: none"> • Yard patrol – walking inspection 	Monthly	KCM
<ul style="list-style-type: none"> • Main track turnout – walking inspection 	Monthly	KCM
<ul style="list-style-type: none"> • Crossing frog – walking inspection 	Monthly	KCM
<ul style="list-style-type: none"> • Curve gauge/line surface 	Monthly	KCM
<ul style="list-style-type: none"> • Lubricate all turnouts 	Monthly	KCM
<ul style="list-style-type: none"> • Direct fixation fastenings 	Quarterly	KCM
<ul style="list-style-type: none"> • Rail grinding and replacement 	Every 3-5 years	KCM
<ul style="list-style-type: none"> • Graffiti removal, vandalism repair, touch up paint, replace glazing 	Within 24 hours of report	KCM
Wheel Squeel Mitigation		
<ul style="list-style-type: none"> • Maintain any measures required to mitigate wheel squeel 	As Required	KCM
Oiling of switch stands		
<ul style="list-style-type: none"> • Tie inspections – sharp curves 	Every 4 months	KCM
<ul style="list-style-type: none"> • Lubrication of switch stands 	Semi-annually	KCM
Spray ballasted track for weed control		
<ul style="list-style-type: none"> • Yard turnout – walking inspection 	Annually (Spring)	KCM
<ul style="list-style-type: none"> • Culvert and drainage structure – walking inspection 	Annually	KCM
Track Electrical Tests		
<ul style="list-style-type: none"> • Return circuit – detailed mechanical and electrical inspection 	Quarterly	KCM
<ul style="list-style-type: none"> • Trackwork electrical isolation tests (information transmitted to the OCC via SCADA) 	Monitor on a monthly basis	KCM
<ul style="list-style-type: none"> • Stray current test – readings from test boxes; inspect condition around direct fixation fasteners for stray current corrosion 	As needed if item above shows a problem	KCM
<ul style="list-style-type: none"> • Ultrasonic tests of mainline rail and turnouts 	Annually	KCM
<ul style="list-style-type: none"> • Tie inspections – straight, large radius curves 	As needed and before restart of revenue service after track work incident	KCM
<ul style="list-style-type: none"> • Emergency track patrol 	As needed	KCM

Tunnels and Structures Maintenance

Task	Standard	Responsibility
<ul style="list-style-type: none"> • Develop a reporting mechanism for: <ul style="list-style-type: none"> - Train operators to report problems during service, and - Track inspectors to report problems during routine inspection 	Daily Daily	KCM
<ul style="list-style-type: none"> • Visual inspection of lighting, general tunnel and station conditions 	Weekly	KCM
<ul style="list-style-type: none"> • Sweep tunnel segments with diesel-powered sweeper 	Monthly	KCM
<ul style="list-style-type: none"> • Test fire alarms in tunnel and other enclosed stations; clean out air plenums/intakes 	Monthly	KCM
<ul style="list-style-type: none"> • Drainage sump inspection; sample testing for NPDES report on discharges 	Quarterly	KCM
<ul style="list-style-type: none"> • Check and replace filters in fan and HVAC systems in tunnel segments; inspect fan motors 	Monthly – Start/Stop	KCM
<ul style="list-style-type: none"> • Test emergency ventilation control systems 	Quarterly – Confidence Test	KCM
<ul style="list-style-type: none"> • Pressure wash roadways, grade crossing panels, tunnel boxes 	Quarterly	KCM
<ul style="list-style-type: none"> • Inspect drainage, culverts and bridges; identify areas of flooding or standing water, inadequate drainage along the rights-of-way, blocked or obstructed culverts, corrosion on steel structures, and other structural problems such as cracks, spalling concrete, paint condition, bolt condition. 	Semi-annual	KCM
<ul style="list-style-type: none"> • Inspection of aerial structures and tunnel structures by engineer 	Semi-annual	KCM
<ul style="list-style-type: none"> • Graffiti removal, vandalism repair, touch up paint, replace glazing 	Within 24 hours of report	KCM

Electrical & Mechanical maintenance for Operations & Maintenance Facility

Task	Standard	Responsibility
<ul style="list-style-type: none"> • Changing and tightening/adjusting bolts, changing filters, greasing bearings 	Quarterly	KCM
<ul style="list-style-type: none"> • Servicing refrigeration system and other mechanical repairs of HVAC 	Quarterly	KCM
<ul style="list-style-type: none"> • Fire alarm maintenance and repair 	Quarterly	KCM
<ul style="list-style-type: none"> • LRT Support equipment electrical maintenance and repair 	Monthly or as needed	KCM
<ul style="list-style-type: none"> • LRT support equipment mechanical maintenance and repair 	Monthly or as needed	KCM
<ul style="list-style-type: none"> • Servicing and corrective of plumbing 	Monthly or as needed	KCM
<ul style="list-style-type: none"> • Servicing and corrective to shop building infrastructure 	Monthly	KCM
<ul style="list-style-type: none"> • Shop building lighting and corrective 	Quarterly	KCM
<ul style="list-style-type: none"> • Shop building power distribution maintenance and repair 	Monthly	KCM
<ul style="list-style-type: none"> • Yard lighting and wiring maintenance and corrective 	Quarterly	KCM

Overhead Contact System Maintenance

Task	Standard	Responsibility
• Visual inspection of overhead system by train operators/track inspectors	Daily	KCM
• Visual inspection of traction power return cable and connections, checking for frayed cables and broken connections to rail and/or impedance bonds	Weekly	KCM
• Use tower truck for thorough visual inspection to include; stagger and level of contact wire; wire tear or burns; insulators; other hardware cracks or corrosion	Monthly	KCM
• Inspection of all section and gap insulators. These section gap insulators will be inspected for excessive wear, burns, fatigue, and loose hardware. Upon completion of the inspection the section insulators shall be cleaned with approved solvents	Monthly	KCM
• The contact wire at the entering and exiting end of the section gaps and door breaks shall be inspected and monitored for excessive wear	Monthly	KCM
• Inspect entire OCS for damage, unusual movement and excessive wear including pole wire, messenger, span wires, arms, hardware, poles mechanical and electrical connections	Monthly	KCM
• Rigging temporary overhead line	As needed	KCM
• Making permanent repairs during non-revenue hours	As needed	KCM
• Re-check height and alignment of the contact wire in the immediate area after repairs have been made	As needed	KCM
• Check freedom from grounds or contact between rails and grounded structure using rail electrical isolation test	As needed	KCM
• Making permanent repairs during non-revenue hours	As needed	KCM
• Check wire wear, particularly at points of unusual stress where height changes rapidly or at unavoidable hard spots where arcing or pantograph bounce may occur	Annually*	KCM
• Inspect contact wire alignment and height	Annually*	KCM
• Conduct detailed mechanical and electrical inspection of the return circuit	Annually*	KCM
• Check integrity/tightness of hardware and fittings	Annually*	KCM
• Check insulators mechanically and clean as required	Annually*	KCM
• Check section insulators for damage	Annually*	KCM

Task	Standard	Responsibility
<ul style="list-style-type: none"> • Check freedom of movement of bracket arms and tensioning devices 	Annually*	KCM
<ul style="list-style-type: none"> • Clean and lubricate tensioning hardware as needed 	Annually*	KCM
<ul style="list-style-type: none"> • Test electrical integrity of overhead line insulation 	Annually*	KCM
<ul style="list-style-type: none"> • Graffiti removal, vandalism repair, touch up paint, replace glazing 	Within 24 hours of report	KCM

*Crews to advance through alignment throughout the year.

Substation Inspection and Maintenance

Task	Standard	Responsibility
General Tasks		
• General housekeeping chores; checking control power batteries for cleanliness; electrolyte levels and state of charge	Weekly	KCM
• Check auxiliary and rectifier transformer	Weekly	KCM
• Check status of the annunciator alarms, reset function and operations of the annunciator	Weekly	KCM
• Check condition of the rectifier, diodes, control wires, relaying and the status of the fuse indicators	Weekly	KCM
• Check connection of the positive and negative disconnect switches	Weekly	KCM
• Check the condition of overcurrent, protective and other relays	Weekly	KCM
• Inspect the working order of the battery charger and record its output current and voltage in the station	Weekly	KCM
• Inspect the condition of the sub-station batteries and connections	Weekly	KCM
• Inspect the condition of the fire/security alarm panel	Weekly	KCM
• Replace spent lamps and indicators	Weekly	KCM
• Test emergency lighting	Weekly	KCM
• Perform walk around and inspection of the TPSS site	Weekly	KCM
• AC & DC breakers electrical trip operation	Quarterly	KCM
• AC & DC breakers electrical close operation	Quarterly	KCM
• AC & DC breakers manual close operation	Quarterly	KCM
• Check and record the battery terminal voltage with the charger operating	Quarterly	KCM
• Check and record the battery terminal voltage with the charger off	Quarterly	KCM
• Check and record the battery charger output	Quarterly	KCM
• Inspect battery cells for cracks and leakage	Quarterly	KCM
• Clean the battery enclosure surfaces and connections	Quarterly	KCM
• Check torque and tighten battery terminals if necessary	Quarterly	KCM
• Measure and record the resistance of the battery intercell connections	Quarterly	KCM
• Replace media in air filters	Quarterly	KCM
• Test the emergency lights	Quarterly	KCM
• Graffiti removal, vandalism repair, touch up paint, replace glazing	Within 24 hours of report	KCM
Electrical Switchgear		
• Inspect control and power fuses for continuity	Annually	KCM

Task	Standard	Responsibility
• Inspect control devices such as control switches, meters, lights and relays for proper operation	Annually	KCM
• Inspect terminal strips for secure termination	Annually	KCM
• Visually inspect current transformers	Annually	KCM
• Inspect protective devices for proper settings and operations	Annually	KCM
• Inspect the bus insulators, hardware and bushings for damage	Annually	KCM
• Inspect breakers for any damage or malfunction	Annually	KCM
• Electrically and mechanically operate breakers	Annually	KCM
• Clean and lubricate removable elements	Annually	KCM
• Check for proper racking operation	Annually	KCM
• Check for correct viability of Kirk keying system	Annually	KCM
• Check interior bus and cable connections and tighten to proper torque	Annually	KCM
• Check interior bus and insulators, cubicle and breaker elements	Annually	KCM
• Operational test of protective devices and associated circuit breakers	Annually	KCM
Transformer		
• Inspection and tightening of primary contacts	Annually	KCM
• Inspect the core and coils for deterioration and damage	Annually	KCM
• Clean the coils	Annually	KCM
• Test the over temperature device for proper function	Annually	KCM
Traction Rectifier		
• Inspect and clean bus insulators and rectifier	Annually	KCM
• Inspect and torque power connections and bus splices	Annually	KCM
• Inspect control wiring	Annually	KCM
• Test and calibrate the associated protective devices as required	Annually	KCM
• Verify that control devices and circuits operate as intended	Annually	KCM
DC Switchgear		
• Operate feeder breakers electrically and mechanically	Annually	KCM
• Check racking devices in and out in all positions	Annually	KCM
• Lubricate racking mechanism as required	Annually	KCM
• Inspect and clean all bus insulators	Annually	KCM

Task	Standard	Responsibility
<ul style="list-style-type: none"> • Check calibration of and test associated protective devices, rate-of-rise relays, dc ammeters, load measuring relays, and other relays 	Annually	KCM
<ul style="list-style-type: none"> • Remove breaker, check bolts/screws, inspect primary and secondary contacts, clean per manufacturer's procedures and recommendation, and re-install 	Annually	KCM
<ul style="list-style-type: none"> • Clean and adjust feeder breakers as required bringing them back to original equipment manufacturer's specification 	Annually	KCM
<ul style="list-style-type: none"> • Inspect and torque bus splices and connections 	Annually	KCM
<ul style="list-style-type: none"> • Check calibration of and test protective devices, rate-of-rise relay, dc ammeters, load measuring relays, and other relays 	Annually	KCM
<ul style="list-style-type: none"> • Test load measuring system 	Annually	KCM
<ul style="list-style-type: none"> • Check surge arrestor trigger fuses 	Annually	KCM

Wayside Train Control Maintenance

Task	Standard	Responsibility
General		
• Safety inspection, automatic highway crossing warning signals (done by sweeper train)	Weekly	KCM
• Battery and charger, UPS switch observation	Monthly	KCM
• Joint/switch inspection	Bi-monthly	KCM
• Inspect shunt fouling, switch circuit control, route locking, time release and timing relays, general bonding inspection,	Quarterly	KCM
• Inspect lighting arrestors, approach locking, time locking, indication locking, traffic locking	Annual	KCM
• Inspect and certify relays	Every 2 years	KCM
• Check cable insulation resistance	Every 5 years	KCM
• Repair and replacement of broken crossing gate arms	As needed	KCM
• Graffiti removal, vandalism repair, touch up paint, replace glazing	Within 24 hours of report	KCM
Automatic Highway Crossing Warning System		
• Functional test of flashers and gates (via test switch or pushbutton at side of signal case)	Daily	KCM
• Visual test of flashing light signal lenses and gate arms, signal lenses	Weekly	KCM
• Gate up and down time	Monthly	KCM
• Check battery	Monthly	KCM
• Check charger and charge rate	Quarterly	KCM
• Check crossing approach warning time	Quarterly	KCM
Rail Signal System		
• Check battery	Monthly	KCM
• Switch layout visual test	Monthly	KCM
• Switch obstruction test	Monthly	KCM
• Ground readings	Quarterly	KCM
• Switch circuit controller visual inspection	Quarterly	KCM
• Switch restoring feature	Quarterly	KCM
• Fouling circuits	Quarterly	KCM
• Insulated rail joints and switch insulation tests	Quarterly	KCM
• Exercise signal processor and local control panel functions including:	Annually	KCM
- Traffic locking	Annually	KCM
- Loss of shunt	Annually	KCM
- Time relays	Annually	KCM
- Cab signal circuits	Annually	KCM
- Approach locking	Annually	KCM
- Route locking	Annually	KCM
- Time locking	Annually	KCM
• Inspect wayside signals	Annually	KCM
• Redundant processor selection	Annually	KCM
• Adjust and certify AC vane relays	Annually	KCM

Task	Standard	Responsibility
• Adjust and certify other vital relays	Every 2 years	KCM
• Cab signal level and frequency	Every 5 years	KCM
• Track circuit shunting sensitivity and frequency test	Annually	KCM
• Check bus detection functions	Annually	KCM
- Verify all detection antenna functions	Annually	KCM
- Verify antenna sensitivity and focus	Annually	KCM
- Inspect all wayside signals	Annually	KCM
- Exercise all bus detection check in and check out functions	Annually	KCM
• Verify TWC functions at each loop	Annually	KCM

Any work with the general traffic control system must be coordinated with the cities of Seattle, Tukwila, and SeaTac.

Communications Systems Maintenance

Task	Standard	Responsibility
General		
• Change battery on two-way radio	Daily	KCM
• Check CCTV as regular part of monitoring	Daily	KCM
• Inspect and test emergency phone system	Weekly	KCM
• Inspect functions on two-way radio	Weekly	KCM
• Test intrusion and elevator alarms	Weekly	KCM
• Clean lens shields on CCTV	Monthly	KCM
• Test smoke alarms	Monthly	KCM
• Test and clean central control recording devices	Monthly	KCM
• Check each Public Address speaker in the stations	Annually or per manufacturer's recommendations	KCM
• Check the two-way radio for signal strength	Prior to initial use and Quarterly	KCM
• Graffiti removal, vandalism repair, touch up paint, replace glazing	Within 24 hours of report	KCM
Cable Plant		
• Maintain cable records, assignments	Ongoing	KCM
• Cable testing	Per final design recommendation	KCM
Local Area Network		
• Routers – monitor and report degradation; error correction	Ongoing	KCM
• Servers – monitor and report degradation; error correction	Ongoing	KCM
• Data switch – monitor and report degradation; error correction	Ongoing	KCM
• Network administration and configuration management	Ongoing	KCM
Voice Systems		
• PBX – house keeping and visual inspection	Semi-annual	KCM or 3rd party
• Telephone sets – service as required	As required, unscheduled	KCM or 3rd party
• Emergency phone system (including blue light phones) testing, housekeeping and visual inspection	Unscheduled responses to problems	KCM or 3rd party
• Passenger emergency phones testing, housekeeping and visual inspection	Unscheduled responses to problems	KCM or 3rd party
• Administration and configuration – maintain records, assignments, perform release updates	Ongoing	KCM or 3rd party

Task	Standard	Responsibility
Radio/Mobile Systems		
• Tunnel radio equipment (amps) preventive maintenance	Quarterly	KCM
• Antennas preventive maintenance	Quarterly	KCM
• Base stations and controllers preventive maintenance	Quarterly	KCM
• Portable and mobile radios service as required	Annual or as required	KCM
• Mobile data systems	TBD	TBD
• Alarms – monitor and respond according to priority and as per code, 24x7, notify appropriate personnel	24x7	KCM
• Software updates as required	As required	KCM
Transmission Network Infrastructure		
• SONET ADMs (multiplexers) confidence testing	Annual or as per final design recommendations	KCM
• Alarms – monitor and respond according to priority and as per code, 24x7, notify appropriate personnel	24x7	KCM
• Station network switches	Annual or as per final design recommendations	KCM
Mechanical & Electrical		
• Batteries – testing, preventive maintenance	Monthly or as per final design recommendations	KCM
• Power supplies – testing and preventive maintenance	Monthly or as per final design recommendations	KCM
• UPS system testing and preventive maintenance	Monthly or as per final design recommendations	KCM
Other Systems		
• Variable message signs, preventive maintenance, cleaning and inspection	Semi-annually or as per final design recommendations	KCM
• Card key access service as required	As required	KCM
• Intrusion detection performance check	Annually or as per final design recommendations	KCM
Control Systems (SCADA)		
• Control consoles – cleaning and inspection	Quarterly or as per final design recommendations	KCM
• Overview displays – cleaning and inspection	Quarterly or as per final design recommendations	KCM

Task	Standard	Responsibility
<ul style="list-style-type: none"> • Systems administration <ul style="list-style-type: none"> - Software upgrades - Data administration - Diagnostics - Graphical interface 	As required or as per final design recommendations	KCM
<ul style="list-style-type: none"> • Check sensors and monitors 	As required or as per final design recommendations	KCM
<ul style="list-style-type: none"> • Host computers – service and maintain 	As required or as per final design recommendations	KCM
<ul style="list-style-type: none"> • PLCs – clean, inspect and monitor performance 	Annually or as per final design recommendations	KCM
<ul style="list-style-type: none"> • Backup control access – check and verify operations 	As required or as per final design recommendations	KCM
Network Management System		
<ul style="list-style-type: none"> • Alarm monitoring and response in accordance to priority or code, 24x7, notification of appropriate personnel 	24x7	KCM
<ul style="list-style-type: none"> • Remote network configuration 	TBD	TBD
<ul style="list-style-type: none"> • Maintain and manage software management system upgrades and administration 	As required or as per final design recommendation	KCM
<ul style="list-style-type: none"> • Network storage devices – perform backup, and download functions 	As required or as per final design recommendation	KCM
<ul style="list-style-type: none"> • Monitor and track network availability 	Monthly or as per final design recommendations	KCM
<ul style="list-style-type: none"> • Network restoration 	24x7	KCM
<ul style="list-style-type: none"> • Monitor and manage traffic stats on network, provide relief/augmentation 	As required or as per final design recommendation	KCM
<ul style="list-style-type: none"> • Perform, configure, test and maintain cable, fiber cross connects and records to insure network integrity 	Ongoing as required or per final design recommendation	KCM
<ul style="list-style-type: none"> • Network configuration management 	Ongoing, as required	KCM
<ul style="list-style-type: none"> • Maintain circuit assignments for the network 	Ongoing, as required	KCM

Notes: Maintenance Program Requirements are subject to final design recommendations. Maintenance Recommendations, Documentation, and Training are final design contract deliverables.

Maintenance Program includes network reconfiguration and network administration (e.g., maintaining circuit assignments, cable assignments, SCADA database, etc). 3rd Party could be Network Management Center; Network Administration; Outsourced/Subcontracted.

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

**EXHIBIT E:
RESPONSIBILITY MATRIX**

EXHIBIT E: RESPONSIBILITY MATRIX FOR CENTRAL LINK LIGHT RAIL

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
A ADMINISTRATION						
1 Selection and evaluation of top KCM light rail manager	A	X		15.1	X	
2 Selection of other key light rail personnel prior to KCM decision	R	X		15.1	X	
3 Develop job requirements/descriptions/salary ranges	S/R	X		15.1	X	
4 Develop testing and screening mechanisms	S	X		15.1	X	
5 Hiring staff to operate and maintain Link		X		15.1	X	
6 Perform criminal background checks		X		15.1	X	
7 Establish organizational structure	S	X		15.1	X	
8 Handle payroll, benefits and employee records		X		15.7	X	
9 Develop training materials and train staff	S/R	X		7.4	X	
10 Develop personnel performance monitoring tools	R	X		15.8	X	
11 Manage personnel performance issues		X		15.2	X	
12 Comply with federal, state and municipal codes as they apply to operations		X		15.1; 23.2	X	
13 Handle grievances and all other union related issues		X		3.1.2; 15.2	X	
14 Ability to request rail employee be removed from service	X			15.2		
15 Drug and alcohol program and testing	R	X		15.5	X	
16 Selection of uniforms for ST staff	X	R		15.3	X	
17 Appearance standard development	J	J		15.4	X	
18 Performance standards development	X			17.2	X	
19 Follow performance standards and reporting		X		17.5; 17.1; 17.2, 17.3;		
B SERVICE PLANNING AND SCHEDULING						
1 Prepare train schedules	A	X		6.2	X	
2 Schedule special events as requested by ST	A	X		6.1; 6.2		
3 Assign personnel and equipment to operate schedules	R	X		6.2	X	
4 Rail/bus coordination for system (discuss priorities)	J	J		6.3	X	

Legend: R= review; S= support; J= joint; X= responsible for the deliverable; A= approve Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

EXHIBIT E

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
C CUSTOMER SERVICE				10.0		
1 Inform customers during normal/abnormal service conditions		X		10.2.1		
2 Inform customers when #1 impacts other ST service	X					
3 Handle lost and found		X		10.2.4		
4 Sell passes and tickets outside of TVMs as is currently done		X		10.3	X	
5 Conduct surveys – as appropriate (some joint; some separate)	X	S	✓	10.9		
6 Receive and handle complaints/commendations via walk in, phone or e-mail		X		10.2.2		
7 Provide annual customer service training to customer services staff who respond to phone, e-mail and walk in information or comments for Link service (currently done)	X			10.6	X	
8 Customer Trip Planning		X		10.2.1	X	
9 Website maintenance of own site KCM provides link to ST website	X	X		10.2.3	X	
10 TDD/TTY equipment		X		10.2.1		
11 Answer rider information phones from stations		X		10.10		
12 Marketing/Advertising/Special Events/Special Service (encourage joint work)	X	S		10.11		
13 Community outreach	X			10.9	X	
14 Media relations on Link issues	J	J		10.11	X	
15 Produce/post rider alerts and customer information aids (i.e. schedules, maps and other changeable information, etc.); (possible production by ST and posting by KCM or contractor)	R	X		10.7	X	
16 Sound Transit Regional Signage	X		✓	10.7	X	
17 In station and on-vehicle public address system and variable message signs (ST determines pre-programmed messages and KCM displays and ensures signs are maintained) – included in capital project budget	X	S		10.7	X	
18 School and employer outreach	S	X		10.4	X	

Legend: R= review; S=support; J=joint; X=responsible for the deliverable; A=approve

Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

EXHIBIT E

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
D RAIL OPERATIONS				3.1.1(b)		
1 Provide Personnel to Operate Central Link		X		3.1.1(b); 6.2	X	
2 Develop standards and performance indicators	X	R		17.2	X	
3 Operate service and special events as determined by ST		X		6.2		
4 Comply with federal, state and municipal codes		X		15.1; 23.2	X	
5 Management of bus/rail services in the DSTT		X		7.10	X	
6 Conduct fare inspections (security decision issue)	X			3.2.1(e)		
7 Resolve service problems		X		7.1		
8 Operate the radio and SCADA systems		X		7.9	X	
9 Monitor station and park and ride activity (CCTV tbd)		X		3.2.1 (f)		
10 Notification of Designated Link staff during service disruptions		X		7.5; 7.6		
11 Operate public address and variable message signs		X		7.10		
12 Management of Link Operations Control Center (OCC)		X		7.10	X	
13 Monitor and enforce parking restrictions at Park and Ride lots (depends on level of enforcement)	X	X				
E EMERGENCY PREPAREDNESS AND RESPONSE						
1 Conduct annual emergency drills with local emergency responders	R	X			5.7.7	
2 Respond to and manage disruptions and emergencies and report back to ST		X		7.7		
3 Develop breakdown arrangements for derailments	R	X			5.7.7	
4 Develop bus bridge contingency	R	X		7.8	X	
F MATERIAL AND WARRANTY MANAGEMENT						
1 Provide oversight and review of the warranty management	X			19.0		
2 Administration of warranty with contractors		X		19.0		
3 Maintain/control inventory levels		X		19.1	X	
4 Implement warranty tracking for equipment/systems/facilities		X		19.3	X	
5 Establish a material management tracking system for assets, warranties and record usage/frequency of parts and materials costs.	R	X		19.2	X	
		X		19.3	X	

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Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
G PROCUREMENT/CONTRACTING				21.0		
1 Purchase and replace all capital equipment	X	S		21.0	X	
2 Purchase major parts	X	R		8.2.2	X	
3 Shop supplies/consumables	R	X		8.2.2	X	
H FACILITIES MAINTENANCE				8.4		
1 Identify standards and performance indicators	X	R		17.2	X	
2 Facilities commissioning and turnover (need a joint process for the turnover)	J	J		5.0	X	
3 Clean, maintain, repair and test facilities and equipment (including maintenance equipment and machinery, stations, park and rides, buildings, bungalows and cases)		X		8.1	X	
4 Routine and heavy station cleaning		X		8.2.5		
5 graffiti removal		X		8.2.5		
6 Trash Removal		X		8.1	X	
7 Landscape and landscape maintenance on right of way, stations and facilities		X		8.6	X	
8 Maintain ST Signage – See Exhibit J		X		8.4.2		
9 Elevator/Escalator Maintenance		X	✓	8.8		
10 Clean, maintain and repair stormwater facilities (See Maintenance Matrix, Exhibit D)		X		8.4		
I VEHICLE MAINTENANCE				3.1.1(c)		
1 Identify appearance standards and performance indicators	X	R		17.2	X	
2 Perform LRV maintenance, running repair and test according to manufacturer's recommendations		X		8.2.8	X	
3 Clean rail cars inside – regular cleaning		X		8.2.5	X	
4 Clean rail cars inside – detail cleaning		X		8.2.5		
5 Clean rail cars outside		X		8.2.5		
6 Maintain accurate maintenance records using the MMIS		X		8.2.1	X	
7 Review maintenance procedures developed for ST service	X			8.2.8	X	

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EXHIBIT E

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
8 Major overhaul of rail vehicles	A	X	✓	8.7.1		
9 Special campaigns	A	X	✓	8.7.2		
10 Component repair (depends on cost)	A	X	✓	8.7.3		
11 Heavy Repair (accident or fire damage on exception basis)	A	X	✓	8.7.1		
12 Perform maintenance non-revenue vehicles, vehicle (rail and road) maintenance, repair and test according to manufacturer's recommendations		X	✓	8.7		
13 Graffiti Removal		X		8.2.5		
J						
MANAGEMENT INFORMATION SYSTEM						
1 Maintain internal systems to monitor/ manage performance in maintenance/operations/ budget	R	X		8.2.1		
2 Maintain accurate maintenance records using the MMIS		X		8.2.1	X	
K						
SAFETY						
1 Determine the preventability of employee accidents		X		11.2; 11.3		
2 Lead the investigation of accidents		X		11.3		
3 Investigate claims and accidents (i.e. passenger, pedestrians, auto accidents etc.)	R/S	X	TBD	11.3		
4 Develop preventable accident reduction program and involve employees.	R	X		11.1.2		
5 Develop joint system safety committee (SSC) that will check plans and procedures for safety issues	J	J		11.1.3		
6 Review KCM safety budget, staffing and performance (annually via SSC)	J	J		11.1.3		
L						
SYSTEMS MAINTENANCE						
1 Maintain TPSS, OCS, Signals ,Communications and systemwide electrical equipment		X		8.8	X	
2 Repair TPSS, OCS, Signals ,Communications and systemwide electrical equipment		X		8.8	X	

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Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
3 Inspect TPSS, OCS, Signals, Communications and systemwide electrical equipment		X		8.8	X	
4 Test TPSS, OCS, Signals, Communications and systemwide electrical equipment		X		8.8	X	
5 TVM servicing and maintenance; and fare collection (same as Sounder)	X		✓	3.2.1(e)		
M SECURITY (Hybrid Program)						
1 Shop/yard security	X			12.0	X	
2 Security on trains		X		12.0	X	
3 Fare enforcement	X			12.0		
4 Security at stations	X			12.0		
King County Metro will provide commissioned officers from their law enforcement provider to patrol Central Link vehicles and facilities as part of the Central Link Security Plan. Sound Transit will provide fare enforcement teams and facility security and will incorporate the commissioned officers into the Sound Transit program. The Parties will meet monthly to review the program.						
N TRACK AND ROW MAINTENANCE						
1 Identify standards and performance indicators	X	R		17.2		
2 Inspect, repair and maintain right of way		X	✓	8.5	X	
3 Inspect, repair and maintain structures		X	✓	8.5	X	
4 Inspect, repair and maintain track		X	✓	8.5	X	
5 Inspect, repair, maintain and test special track work		X	✓	8.5	X	
6 Inspect, repair, maintain and test Beacon Hill tunnel and Beacon Hill tunnel systems		X	✓	8.5	X	
7 Coordinate traffic signal operation with cities	X			3.2.1(h)	X	
8 Clean right of way		X	✓	8.2.5	X	
9 Corrosion control and inspection		X		8.5		
10 Inspect, repair and maintain stormwater facilities		X		20.5		

Legend: R= review; S=support; J=joint; X=responsible for the deliverable; A=approve Please refer to Exhibit G for items marked Start-Up For Third Party Contracts See Exhibit F

Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
O INFORMATION REPORTING				18.0		
1 NTD data reporting	X	S		18.1		
2 Ridership data collection (APC on Link vehicles)		X		18.2		
3 Provide monthly report to ST on service and performance indicators as part of invoice and ST has direct link to the ridership data. (See Start-Up for direct link piece)		X		18.1; 8.2.1	5.1.7.1	
4 Provide daily service reports		X		18.3		
5 TVM data collection	X		✓	3.2.1(e)		
P AUDITS				16.0		
1 Develop list of audits and share with KCM	X				5.16.2	
2 Conduct audits on operating costs and performance	X		✓	16.2		
3 Cooperate with audits and make logistical arrangements		X		16.1		
4 Review audit results	J	J		16.3		
5 Retention of records		X		16.5		
Q PARATRANSIT						
1 Identify and implement required service		X		14.1; 14.4		
2 Provide monthly report to ST on service and performance indicators as part of invoice and ST has direct link to the data.	R	X		14.3; 14.4.3		
R IMPROVEMENTS						
1 Management of major capital improvements and replacements	X	R		3.2.1(i); 9.0		
2 Engineering and design of capital improvements	X	R		3.2.1(i); 9.0		
S STARTUP (See Exhibit G: Start Up)				3.1.1(a); 5.1		
1 Develop cost containment strategies	J	J		22.0		X
2 Perform testing of equipment and facilities	X	S	✓	5.1; 5.5	X	X
3 Finalize Systems Design	X	S		TBD	X	X
4 System Certification DSTT	J	J		5.0	X	

Legend: R= review; S=support; J=joint; X=responsible for the deliverable; A=approve

Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

EXHIBIT E

	Category	Sound Transit	King County Metro	Third Party Contract	Section of Agreement	Start-Up	Ongoing
5	System Certification non-DSST	X			5.0	X	
6	Commissioning the system	X	S		5.0	X	
7	Passenger Service Date	X	R/S		5.0	X	
8	Provide initial maintenance training	X	S		5.0	X	
9	Public Education	X			5.0	X	
T	DSST MAINTENANCE						
U	ENVIRONMENTAL MANAGEMENT						

Legend: R= review; S=support; J=joint; X=responsible for the deliverable; A=approve

Please refer to Exhibit G for items marked Start-Up
For Third Party Contracts See Exhibit F

EXHIBIT E

EXHIBIT E: RESPONSIBILITY MATRIX

Plans & Procedures

	ST			KCM			Timeline
	Develop	Implement	Maintain	Develop	Implement	Maintain	
OPERATIONS							
Operations Plan	X		X	S	X	S	
Fleet Management Plan	X		X	S	X	S	
Rule Book for Passenger Service Operations	S/R		R	X	X	X	
Standard Operating Procedures (SOP)	S/R		R	X	X	X	
Rail Controller SOP's	S/R		R	X	X	X	
Annual Service Plan	X			R	X		
Fare Collection Procedures	X	X	X				
Operations Training Program	R		R	X	X	X	
MAINTENANCE							
Maintenance Plan	X		X	S	X	S	
Technology Communications Plan	X		X	S		S	TBD
LRV Maintenance Procedures	S/R		R	X	X	X	
Facilities Maintenance Procedures	S/R		R	X	X	X	
Right-of-Way Maintenance Procedures	S/R		R	X	X	X	
Power Maintenance Procedures	S/R		R	X	X	X	
Signal Maintenance Procedures	S/R		R	X	X	X	
Communications Maintenance Procedures	S/R		R	X	X	X	
Waste Minimization Plan	R		R	X	X	X	
Waste Disposal Process	R		R	X	X	X	
SAFETY AND SECURITY							
Link Emergency Management Plan	R/A		R	X	X	X	
Adverse Weather Preparation & Response Plan	R/A		R	X	X	X	
Emergency Response Procedures	R/A		R	X	X	X	
Link Security Program Plan (for law Enforcement Personnel)	R/A		R	X	X	X	
Link Safety Program Plan	R/A		R	X	X	X	
Link Security Program Plan	X	X	X	S		S	
Accident Prevention Plan	R		R	X	X	X	
Accident Investigation Procedures	R		R	X	X	X	
CUSTOMER SERVICES							
Customer Services Procedures	X		X	S	X	S	
Lost & Found Procedures	R		R	X	X	X	
START-UP							
Rail Activation Plan	X	X	X	S	S	S	
System Integrated Test Program Plan	X	X	X	S	S	S	
System Integrated Testing Procedures	X	X	X	S	S	S	
Rule Book for Test Operations	X	X	X	S	S	S	

X = Lead responsible for development

A = Approve

S = Support

J = Joint

R = Review

EXHIBIT E

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

EXHIBIT F:
THIRD PARTY CONTRACTS

EXHIBIT F: THIRD PARTY CONTRACTS

KCM

Elevator/Escalators
Pest Control
Window washing
Fire Extinguisher Maintenance
Equipment Maintenance contracts (P.W., scrubbers, etc.)
Rail Ultra-sonic testing
Fiber Cable testing
Crane, lift equipment inspections
Roof repairs, penetrations
Public Works Contracts
Glass/glazing replacement
Specialized contracts (saw cutting, core drilling, etc.)
Specialized services (TV camera inspections, etc.)
Snow removal/plowing
Inspection Services (structural, engineering)
Waste hauling and dumpster supply
Laundry services (uniforms-VM)
Uniform sales/provision (operator, supervisor, etc.)
Lost and found for bikes-storage
Some printing of customer information pieces
Rail grinding (mill scale, wear)
Specialized component repair (signals, comm., electrical)

Sound Transit

Ticket Vending Machines including maintenance and operations
Fare Enforcement Inspectors
Station Security

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

**DRAFT EXHIBIT G:
START-UP**

**EXHIBIT G: START-UP
COST ESTIMATE**

The Sound Transit Board approved \$17.36 million YOE as part of capital costs for the Initial Segment for a passenger service date of July, 2009.

The initial budget estimate based on the Sound Transit developed staffing plan and scope is:

Staffing Costs	\$13.90M
Other Related Costs	<u>3.46M</u>
Total	\$17.36M

EXHIBIT G: START-UP SCOPE OF WORK

TASK	WHO	TIMELINE
<p>5.0 Start-Up</p> <ul style="list-style-type: none"> • Work with KCM to refine and amend the scope of work, staffing plan and cost estimate • Identify and agreed upon tasks that need to be completed by KCM before Start Up and develop project agreements 	<ul style="list-style-type: none"> • ST • ST/KCM 	<ul style="list-style-type: none"> • 2004 • ongoing
<p>5.1.1 Central Link Rail Activation Plan</p> <ul style="list-style-type: none"> • Develop and deliver the Central Link Rail Activation Plan to KCM. • Manage the implementation of the Plan • Assign specific tasks to KCM 	<ul style="list-style-type: none"> • ST • ST • ST 	<ul style="list-style-type: none"> • 36 mo. before PSD
<p>5.1.2 Passenger Service Date</p> <ul style="list-style-type: none"> • Establish the estimated PSD using the Central Link Construction Schedule • Work with the KCM to prepare the systems and staff for PSD • If PSD is not at a transit service change, coordinate bus schedule with the start of the next service change • Establish the final PSD 	<ul style="list-style-type: none"> • ST • ST • KCM • ST 	<ul style="list-style-type: none"> • 48 mo. before PSD • 36 mo. before PSD • 6 mo. before PSD • 6 mo. Before PSD
<p>5.1.3 Testing Plans and Procedures</p> <ul style="list-style-type: none"> • Develop Test Program Plan that includes systems integration test procedures, rulebook for test operations and standard operating procedures for testing phase. • Provide input and review during development of plan and procedures. • Provide above work to KCM • Develop additional operations and maintenance procedures including emergency management, managing the Central Link and DSTT Control Centers 	<ul style="list-style-type: none"> • ST • KCM • ST • KCM 	<ul style="list-style-type: none"> • 30 mo. before PSD • 24 mo. before PSD • 22 mo. before PSD • 18 mo. before PSD
<p>5.1.4 Systems Integration Tests</p> <ul style="list-style-type: none"> • Develop Integrated Test Plan and coordinate integrated system testing • The tests will verify that the systems and vehicles are physically and technically compatible and that all the systems will operate together as specified. • Conduct the testing • Provide support for the testing 	<ul style="list-style-type: none"> • ST • ST • KCM 	<p>Varies with system</p>

TASK	WHO	TIMELINE
<p>5.1.5 Initial Maintenance Training</p> <ul style="list-style-type: none"> • Provide initial maintenance training to County staff • Staff assigned to Central Link operations and maintenance will participate as appropriate • County staff trained by ST will be the trainers for other employees 	<ul style="list-style-type: none"> • ST • KCM • KCM 	<p>Varies with system</p>
<p>5.1.6 Asset Management Plan</p> <ul style="list-style-type: none"> • Develop/implement an annual condition assessment and mid-life refurbishment schedule • Develop an asset replacement program 	<ul style="list-style-type: none"> • ST • ST 	<ul style="list-style-type: none"> • 3 mo. before PSD • 3 mo. before PSD
<p>5.1.7 Information Systems – Pre Start-Up Period</p> <ul style="list-style-type: none"> • Complete a systems assessment that includes: <ul style="list-style-type: none"> • Identification of ST business needs • Evaluation of suitability of the County's current systems • Identification of gaps in the County systems for data processing/functionality • Identification of needed changes to the County systems to meet ST business needs • Comparison of cost and timeline between using the County systems with changes and building stand alone ST systems to meet key ST milestones • Determine whether to build stand alone systems or use the County systems or a hybrid 	<ul style="list-style-type: none"> • ST/KCM • ST 	<ul style="list-style-type: none"> • December 2003 • April 2004
<p>5.1.7.1 System Configuration and Connection</p> <p>If using County systems, then:</p> <ul style="list-style-type: none"> • Connect the O/M Facility to the KC Wide Area Network • Configure appropriate County information systems • Implement agreed upon ST data access and reporting criteria 	<ul style="list-style-type: none"> • KCM • KCM • KCM 	<ul style="list-style-type: none"> • 1 mo prior to opening of O&M facility
<p>5.1.8 System Commissioning</p> <ul style="list-style-type: none"> • Commissioning the System 	<ul style="list-style-type: none"> • ST 	
<p>5.1.9 Public Education</p> <ul style="list-style-type: none"> • Develop and implement program 	<ul style="list-style-type: none"> • ST 	

TASK	WHO	TIMELINE
<p>5.6.0 Service Planning and Scheduling</p> <ul style="list-style-type: none"> • Evaluate HASTUS scheduling/runcutting software and modify as needed • Provide initial Service Plan • Prepare schedules, including vehicle and operator assignments • Review and approve schedules 	<ul style="list-style-type: none"> • KCM • ST • KCM • ST 	<ul style="list-style-type: none"> • Dec 2003 • 6 mo. before PSD • 3 mo before PSD • 3 mo. before PSD
<p>5.7.2 Operations Plans</p> <ul style="list-style-type: none"> • Develop and/or modify as needed and deliver draft plans to KCM: <ul style="list-style-type: none"> Central Link Operations Plan Central Link Maintenance Plan Central Link Fleet Management Plan • Central Link Security Program Plan (timeline to be determined) • Modify DSTT Joint Bus/Rail Operating Plan as needed • Use plans to develop staffing plans, training programs, operating rules and standard operating procedures 	<ul style="list-style-type: none"> • ST • ST • ST/KCM • KCM 	<ul style="list-style-type: none"> • First draft by Dec. 31, 2003, • revisions as appropriate • TBD • Dec. 31, 2003
<p>5.7.3 Operating Procedures</p> <ul style="list-style-type: none"> • Develop and implement an operating rulebook and standard operating procedures for ongoing operations • Provide drafts to ST for review before issuing 	<ul style="list-style-type: none"> • KCM • KCM 	<ul style="list-style-type: none"> • 12 mo. before PSD • 12 mo. before PSD
<p>5.7.4 Training Program</p> <ul style="list-style-type: none"> • Develop and implement program for initial and refresher training in consultation with ST <ul style="list-style-type: none"> • Program includes training materials and training for Rail Section and support staff and contractors in specialized light rail tasks • Program includes but not limited to training in customer service; ADA compliance; safety; rail rules and regulations in passenger service • Review training program with ST before implementing • Provide access to Central Link system as it becomes available for training for passenger service 	<ul style="list-style-type: none"> • KCM • KCM • ST 	<ul style="list-style-type: none"> • 20 mo. before PSD • 12 mo. before PSD
<p>5.7.5 Service Disruption Notification</p> <ul style="list-style-type: none"> • Develop a contact list and notification process 	<ul style="list-style-type: none"> • ST/KCM 	<ul style="list-style-type: none"> • 3 mo. Before PSD

TASK	WHO	TIMELINE
<p>5.7.7 Emergencies</p> <ul style="list-style-type: none"> • Develop the Central Link Emergency Management Plan in consultation with ST • The following will be included in the Plan: <ul style="list-style-type: none"> • Meet WSDOT requirements as outlined in Chapter 468-550 Washington Administrative Code • Procedures for addressing all requirements of NFPA 130 (current edition) • Include accommodation assistance for persons with disabilities or special needs • Require the County to offer: <ul style="list-style-type: none"> • semi-annual emergency preparedness drills to local fire, police and other public agencies • offer its assistance in training such agencies' personnel for emergency preparedness; • outline how the County will hold internal drills if the other agencies do not participate • Include Adverse Weather Plan and Emergency Response Procedures that are updated annually • Include a bus bridging plan/process during emergencies; and • Emergency notification procedures to report to ST • Deliver the Plan to ST 	<ul style="list-style-type: none"> • KCM 	<ul style="list-style-type: none"> • 12 mo. before PSD
<p>5.8.0 Maintenance</p> <ul style="list-style-type: none"> • Complete the acceptance process and inform KCM • Maintain the systems, equipment, facilities and vehicles when informed by ST that KCM is now responsible for the maintenance • Follow appropriate procedures for maintenance of systems 	<ul style="list-style-type: none"> • ST • KCM • KCM 	<p>Varies with system/equipment</p>
<p>5.8.1 Maintenance Plan</p> <ul style="list-style-type: none"> • Develop Central Link Maintenance Plan with support from KCM • Use the Central Line Maintenance Matrix as a resource in the Plan development • Include information for: Communications, Facilities, Right of Way, Landscape, Vehicles and Systems/Electrical • Provide the Plan to KCM 	<ul style="list-style-type: none"> • ST • ST • ST • ST 	<ul style="list-style-type: none"> • Dec. 31,2003

TASK	WHO	TIMELINE
<p>5.8.2.1 Maintenance Management Information System</p> <ul style="list-style-type: none"> • Review system proposed by KCM • Development of MMIS system to be used for Central Link vehicles, facilities, equipment, and systems • Ensure compatibility with ST's numbering system • Develop written procedures <ul style="list-style-type: none"> • Develop process to maintain car history books • Provide KCM with an inventory list for each asset that KCM is maintaining • Provide training on reporting functionality to ST staff 	<ul style="list-style-type: none"> • ST • KCM • KCM • KCM • ST • KCM 	<ul style="list-style-type: none"> • 40 mo. before PSD • 36 mo before PSD • 36 mo. before PSD • 30 mo. before PSD or with arrival of 1st LRV • Prior to KCM tracking maint. of assets • 1 mo. before PSD
<p>5.8.2.2 Parts</p> <ul style="list-style-type: none"> • Develop process for purchasing 	<ul style="list-style-type: none"> • ST/KCM 	<ul style="list-style-type: none"> • 24 mo. before PSD
<p>5.8.2.4 Documentation</p> <ul style="list-style-type: none"> • Provide KCM with as built drawings, and maintenance manuals 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • As available
<p>5.8.2.5 Appearance Review of Vehicles, Right of Way and Facilities</p> <ul style="list-style-type: none"> • Develop a program/checklist to regularly check the system cleanliness with KCM input 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 3 mos. before PSD
<p>5.8.2.7 Maintenance Training Program</p> <ul style="list-style-type: none"> • Develop and implement program for initial and refresher training in consultation with ST <ul style="list-style-type: none"> • Program includes training materials and training for Rail Section and support staff and contractors in specialized light rail tasks • Program includes but not limited to training in safety on the track and right of way; and rail rules and regulations related to vehicle movement in the maintenance facility/yard. • Review training program with ST before implementing • Make Central Link system available for training for passenger service 	<ul style="list-style-type: none"> • KCM • KCM • ST 	<ul style="list-style-type: none"> • 24 mo. before PSD • 24 mo. before PSD

TASK	WHO	TIMELINE
<p>5.10.11 Media Relations</p> <ul style="list-style-type: none"> • Develop media protocol processes • Develop and implement procedures for coordination of Central Link special service or events information including media advisories and press releases 	<ul style="list-style-type: none"> • ST/KCM • ST/KCM 	<ul style="list-style-type: none"> • 6 mo. before PSD • 3 mo. before PSD
<p>5.11.1.1 System Safety program Plan</p> <ul style="list-style-type: none"> • Develop and implement System Safety Program Plan and procedures that satisfy the regulations in Washington Administrative Code 468.550 • Deliver the plan to ST • Get approval of the plan from WSDOT 	<ul style="list-style-type: none"> • KCM • KCM • KCM 	<ul style="list-style-type: none"> • 12 mo. before PSD • 12 mo. before PSD • 210 days before PSD
<p>5.11.1.2 Accident Prevention Plan</p> <ul style="list-style-type: none"> • Develop and implement an effective Accident Prevention Plan relating to employee safety that fully meets the requirements of Washington Industrial Safety and Health Administration regulations • Submit the Plan to Sound Transit for review 	<ul style="list-style-type: none"> • KCM • KCM 	<ul style="list-style-type: none"> • 12 mo. before PSD • 6 mo. before PSD
<p>5.11.1.3 Joint Review Committee</p> <ul style="list-style-type: none"> • Develop and implement procedures for a system safety committee 	<ul style="list-style-type: none"> • ST/KCM 	<ul style="list-style-type: none"> • 3 mo. before PSD
<p>5.11.2 Accident Review Board</p> <ul style="list-style-type: none"> • Develop and implement procedures for an Accident Review Board to evaluate the preventability of accidents based on procedures, definitions and practices. <ul style="list-style-type: none"> • Coordinate with ST 	<ul style="list-style-type: none"> • KCM 	<ul style="list-style-type: none"> • 6 mo. before PSD
<p>5.11.3 Accident Investigation</p> <ul style="list-style-type: none"> • In coordination with ST, develop and implement procedures to investigate Central Link related accidents or safety incidents in or on Central Link service, right of way and/or facilities. • Provide qualified staff to lead investigations and maintain appropriate documentation • Provide Sound Transit a copy of the procedures 	<ul style="list-style-type: none"> • KCM • KCM • KCM 	<ul style="list-style-type: none"> • 24 mo. before PSD • 20 mo. before PSD • 6 mo. before PSD

TASK	WHO	TIMELINE
<p>5.12.Security</p> <ul style="list-style-type: none"> ▪ Develop and implement Central Link Security Plan ▪ Consult with KCM on the Plan ▪ Develop and implement standard operating procedures using the Plan to define responsibilities and working relationships between Sound Transit staff and contractors and KCM and their commissioned officers <ul style="list-style-type: none"> ▪ Work with ST on the standard operating procedures ▪ Complete the NTD data collection distribution methodology ▪ Commissioned officers record Part I and II crimes ▪ Contracted security record fare enforcement and infractions 	<ul style="list-style-type: none"> • ST • ST • ST • KCM • ST • KCM • ST 	<ul style="list-style-type: none"> • 12 mo. before PSD • 3 mo. before PSD • 3 mo. before PSD • 5 mo before PSD • by PSD • by PSD • by PSD
<p>5.13.1 DSTT Operations</p> <ul style="list-style-type: none"> • Develop and implement standard operating procedures using the DSTT Joint Bus/Rail Operating Plan • Work with KCM on the operating procedures 	<ul style="list-style-type: none"> • KCM • ST 	<ul style="list-style-type: none"> • By tunnel re-opening date
<p>5.13.2.1 Ticket Vending Machines</p> <ul style="list-style-type: none"> • Agree on DSTT locations to install the TVMs • Procure, install and maintain the TVMs 	<ul style="list-style-type: none"> • ST/KMC • ST 	
<p>5.13.1 DSTT Maintenance</p> <ul style="list-style-type: none"> • Work and agree upon a process to measure ST use of power at IDS • Implement the process (wheeling agreement) 	<ul style="list-style-type: none"> • KCM/ST • KCM 	
<p>5.14.1 Service Requirements (Paratransit)</p> <ul style="list-style-type: none"> • Provide letter to FTA that KCM is providing paratransit service (twice) • Provide copy of service contract to ST • Meet and finalize reporting and other general procedures 	<ul style="list-style-type: none"> • KMC • KCM • ST/KCM 	<ul style="list-style-type: none"> • Sept 30, 2003 • 12 mo.. before PSD • 12 mo. before PSD • 6 mo before PSD
<p>5.14.3 Parameters of Service</p> <ul style="list-style-type: none"> • Provide the 2002 Service Data as outlined in Agreement <ul style="list-style-type: none"> • Provide the Service Data for 2008 for 2009 PSD • Update cost estimates in 2008 for 2009 PSD 	<ul style="list-style-type: none"> • KCM • KCM • KCM 	<ul style="list-style-type: none"> • _____ 2003 • 12 mo.. before PSD • 12 mo. before PSD

TASK	WHO	TIMELINE
<p>5.15.1 Recruitment/Selection</p> <ul style="list-style-type: none"> • Develop and implement job requirements, job descriptions and compensation tables <ul style="list-style-type: none"> • Consult with ST • Use competitive processes open to both external and internal candidates <ul style="list-style-type: none"> • Confer with ST on elements of the processes • Participate in the recruitment/selection of the Rail Section manager 	<ul style="list-style-type: none"> • KCM • KCM • ST 	<ul style="list-style-type: none"> • 40 mo. before PSD • 38 mo. before PSD through PSD • 38 mo. before PSD
<p>5.15.3 Uniforms</p> <ul style="list-style-type: none"> • Select uniforms and provide information to KCM • Select provider • Develop and manage program 	<ul style="list-style-type: none"> • ST • KCM • KCM 	<ul style="list-style-type: none"> • 24 mo. before PSD • 12 mo. before PSD • 24 mo. before PSD
<p>5.15.4 Appearance Standards</p> <ul style="list-style-type: none"> • Develop and implement appearance standards process • Approve appearance standards 	<ul style="list-style-type: none"> • KCM • ST 	<ul style="list-style-type: none"> • 6 mo. before PSD • 4 mo. before PSD
<p>5.15.5 Drug and Alcohol Testing Program</p> <ul style="list-style-type: none"> • Submit written evidence of program and certify compliance including a copy of Policy Statement • Notify ST of any program changes 	<ul style="list-style-type: none"> • KCM • KCM 	<ul style="list-style-type: none"> • 6 mo. before PSD • before PSD
<p>5.15.6 Human Resources Information</p> <ul style="list-style-type: none"> • Develop and implement the Performance Reporting format and process and send to ST 	<ul style="list-style-type: none"> • KCM 	<ul style="list-style-type: none"> • 3 mo. before PSD
<p>5.15.7 Benefits and Records</p> <ul style="list-style-type: none"> • Implement applicable processes for the Rail Section 	<ul style="list-style-type: none"> • KCM 	<ul style="list-style-type: none"> • With first hire
<p>5.15.8 Employee Performance Monitoring</p> <ul style="list-style-type: none"> • Develop and implement performance program to consistently and regularly monitor and evaluate employees that includes progressive discipline, refresher training and ability to remove employees from their job due to performance • Provide copies of program to ST 	<ul style="list-style-type: none"> • KCM • KCM 	<ul style="list-style-type: none"> • 6 mo. before PSD • 3 mo. before PSD

TASK	WHO	TIMELINE
5.16.2 Quality Assurance/Performance Audits <ul style="list-style-type: none"> Develop schedule and list of audits share with KCM 	<ul style="list-style-type: none"> ST 	<ul style="list-style-type: none"> 1 mo. before PSD
5.17.2 Performance Standards (refers to system standards) <ul style="list-style-type: none"> Develop and implement a process to measure and track performance standards Provide the a copy of the process to ST 	<ul style="list-style-type: none"> KCM KCM 	<ul style="list-style-type: none"> 3 mo. before PSD 3 mo. before PSD
5.17.3 Incentive Programs <ul style="list-style-type: none"> Develop/implement team and individual programs that encourage safety, customer service, attendance, professionalism and outstanding performance using the principles in the Agreement Approve the program 	<ul style="list-style-type: none"> KCM ST 	<ul style="list-style-type: none"> 6 mos. before PSD 6 mos. before PSD
5.17.3 Customer Perception Survey <ul style="list-style-type: none"> Develop the annual process and share the expectations with the Rail Section employees 	<ul style="list-style-type: none"> ST 	<ul style="list-style-type: none"> 6 mos. before PSD
5.18.1 Reporting Requirements <ul style="list-style-type: none"> Develop/implement a process to provide the NTD reports to ST by the 15th of every mo. Develop and implement process to send Rail Section employee data and operators wages to NTD 	<ul style="list-style-type: none"> KCM KCM 	<ul style="list-style-type: none"> By PSD By PSD
5.18.2 Ridership Information <ul style="list-style-type: none"> Develop and confer with ST on developing methodologies for developing: <ul style="list-style-type: none"> A passenger mile statistic; and A rail car unlinked passenger trips (ridership) sampling plan based on the quantity of APC equipped rail cars and the Operating Plan <ul style="list-style-type: none"> Ensure that the sampling plan is statistically valid and have approved by FTA Develop and implement processes to collect ridership data Provide the methodology, sample plan and process to collect data to ST Approve the methodology, sample plan and process to collect data 	<ul style="list-style-type: none"> KCM KCM KCM ST 	<ul style="list-style-type: none"> 4 mo.. before PSD 4 mo. before PSD 4 mo. before PSD 3 mo. before PSD
5.18.3 Daily Service Report <ul style="list-style-type: none"> Develop and implement a daily service report for Link Operations Manager <ul style="list-style-type: none"> Confer with ST on what is to be included in the report 	<ul style="list-style-type: none"> KCM 	<ul style="list-style-type: none"> 2 mo. before PSD

TASK	WHO	TIMELINE
<p>5.19.1 Warranty Administration</p> <ul style="list-style-type: none"> Develop and implement a process to manage Central Link warranty claim that includes: <ul style="list-style-type: none"> How claims will be pursued to the fullest extent How the claims will be processed and sent to the manufacturer/vendor Process to send disputes to ST Develop a summary warranty claims report to submit to ST by the 15th of every month Submit written process and report format to ST 	<ul style="list-style-type: none"> KCM/ST KCM KCM 	<ul style="list-style-type: none"> 36 mo before PSD 3 mo. before PSD
<p>5.19.2 Warranty Tracking</p> <ul style="list-style-type: none"> Develop and implement a process that tracks warranty claims process and data for all warranty repairs and claims by items and includes: <ul style="list-style-type: none"> Unit identification Date of warranty repair Description of repairs Claim numbers Claim approval and reimbursement information 	<ul style="list-style-type: none"> KCM 	<ul style="list-style-type: none"> 3 mo. before PSD
<p>5.19.3 Material Management</p> <ul style="list-style-type: none"> Develop and implement a process to manage the inventory Submit to ST 	<ul style="list-style-type: none"> KCM KCM 	<ul style="list-style-type: none"> 3 mo. before PSD 3 mo. before PSD
<p>5.20.1 Environmental Management System Plan</p> <ul style="list-style-type: none"> Implement a documented Environmental Management System to address applicable environmental regulatory requirements included in the Agreement. Deliver the EMS plan to ST 	<ul style="list-style-type: none"> KCM KCM 	<ul style="list-style-type: none"> 6 mo. before PSD
<p>5.20.2 Waste Minimization Plan</p> <ul style="list-style-type: none"> Develop a Waste Minimization Plan that includes source reduction practices that reduce or eliminate waste generation at the source; and environmentally sound recycling practices where source reduction is not economically practical. Deliver waste minimization plan to ST 	<ul style="list-style-type: none"> KCM KCM 	<ul style="list-style-type: none"> 6 mo. before PSD
<p>5.20.3 Energy Conservation Plan</p> <ul style="list-style-type: none"> Develop and implement an energy conservation program 	<ul style="list-style-type: none"> KCM 	<ul style="list-style-type: none"> 45 days before PSD

TASK	WHO	TIMELINE
<p>5.20.4 Waste Disposal: Use of Hazardous Substances</p> <ul style="list-style-type: none"> Develop and implement recycle/disposal procedures for all waste materials produced or generated by Central Link in accordance with applicable laws, regulations and ordinances <ul style="list-style-type: none"> Send a copy of the recycle/disposal procedures to ST Develop and implement a Hazardous Substances process for the use, containment, storage and disposal <ul style="list-style-type: none"> Submit copy of Hazardous Substances process to ST 	<ul style="list-style-type: none"> KCM KCM KCM KCM 	<ul style="list-style-type: none"> mo. before PSD mo. before PSD mo. before PSD 6 mos. before PSD
<p>5.20.5 Environmental Monitoring Requirements</p> <ul style="list-style-type: none"> Determine what environmental monitoring will be retained by ST and what assigned to KCM Develop and implement environmental monitoring process for all work assigned by ST using the criteria in the Agreement 	<ul style="list-style-type: none"> ST KCM 	<ul style="list-style-type: none"> 8 mo. before PSD 6 mo. before PSD
<p>5.20.6 Notification Responsibilities</p> <ul style="list-style-type: none"> Develop and implement a process to notify employees and vendors of any known or potential presence of contamination of any area on Central Link facilities where there is potential for exposure to hazardous substances Notify KCM of any known or potential presence of contamination on Central Link facilities 	<ul style="list-style-type: none"> KCM ST 	<ul style="list-style-type: none"> 6 mo. before PSD As known
<p>5.22.1.3.1 Annual Review of the Baseline Cost (Pre-start up task)</p> <ul style="list-style-type: none"> Agree upon a process and date for the annual review starting in 2004 Agree upon the group of peer agencies (at least 3) for comparisons Agree upon the performance benchmarks for comparison with the peer agencies 	<ul style="list-style-type: none"> ST/KCM ST/KCM ST/KCM 	<ul style="list-style-type: none"> Dec. 31, 2003 Dec. 31, 2003 Dec. 31, 2003
<p>5.22.1.5 Baseline Cost Refund</p> <ul style="list-style-type: none"> Develop and implement a process for the Baseline Cost Refund 	<ul style="list-style-type: none"> ST/KCM 	<ul style="list-style-type: none"> 6 mo. before PSD
<p>5.22.1.7.1 Marginal Cost</p> <ul style="list-style-type: none"> Agree on the scope of costs to be included in the Marginal Cost Rate and the computation method 	<ul style="list-style-type: none"> ST/KCM 	<ul style="list-style-type: none"> 6 mo. before PSD

TASK	WHO	TIMELINE
5.22.3 DSTT Costs <ul style="list-style-type: none"> • Develop and implement a reconciliation process to determine if ST monthly payments are over or under the actual costs and how the County will either refund the excess or collect the difference from ST • Agree upon an annual review process 	<ul style="list-style-type: none"> • KCM/ST • ST/KCM 	<ul style="list-style-type: none"> • 6 mo. before PSD • May 2004
5.22.4 Paratransit <ul style="list-style-type: none"> • Develop a process for cost review annually • Develop a reconciliation process 	<ul style="list-style-type: none"> • ST/KCM • ST/KCM 	<ul style="list-style-type: none"> • mo. before PSD • 6 mo. before PSD
5.22.5 Insurance Program Marketing & Procurement <ul style="list-style-type: none"> • Develop commercial insurance program in conjunction with Brokers/ marketing • Place insurance program and purchase insurance program 	<ul style="list-style-type: none"> • ST/KCM • ST 	<ul style="list-style-type: none"> • 12 mo. before PSD • Effective on PSD (estimate ability to bind program 30-days prior to PSD)
5.22.6 Invoice and Payment <ul style="list-style-type: none"> • Develop a monthly invoice template and provide to KCM 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 6 mo. before PSD
5.26.2 Workers' Compensation <ul style="list-style-type: none"> • Implement applicable processes for the Rail Section employees • Review and approve processes • Coordinate any necessary processes for the Start Up Period • Determine if funding is needed during Start Up Period and if so, fund the program 	<ul style="list-style-type: none"> • KCM • ST • ST/KCM • ST 	<ul style="list-style-type: none"> • Prior to first hire
5.28.1.1 Link Risk Fund <ul style="list-style-type: none"> • Create a Link Risk Fund 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 1 mo. before PSD
5.28.1.2 Link Risk Fund Procedures <ul style="list-style-type: none"> • Develop and implement Risk Fund administrative procedures for ST review that include a process for handling and paying claims after Agreement is terminated (5.28.6.2) <ul style="list-style-type: none"> • Review and approve the Risk Fund administrative procedures 	<ul style="list-style-type: none"> • KCM • ST 	<ul style="list-style-type: none"> • TBD • by Dec 31, 2006

TASK	WHO	TIMELINE
5.28.3 Third Party Claims <ul style="list-style-type: none"> • Develop and implement procedures for ST review for handling Third Party Claims administration and reporting procedures <ul style="list-style-type: none"> • Review and approve the Third Party claims procedures 	<ul style="list-style-type: none"> • KCM • ST 	<ul style="list-style-type: none"> • TDD • Dec 31, 2006
5.28.5.6 All Other Property Claims <ul style="list-style-type: none"> • Develop process for ST property damage 	<ul style="list-style-type: none"> • ST 	<ul style="list-style-type: none"> • 6 mo before PSD
Exhibit Q 4.5 <ul style="list-style-type: none"> • Develop policies for vehicle liability claims during Start Up • Develop written ST vehicle use policy 	<ul style="list-style-type: none"> • ST/KCM • ST 	<ul style="list-style-type: none"> • 6 mo before Start Up • 6 mo before Start Up

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

EXHIBIT H:
**LIST OF SOUND TRANSIT OWNED
FACILITIES & EQUIPMENT**

EXHIBIT H: LIST OF SOUND TRANSIT OWNED FACILITIES & EQUIPMENT

- **Real Estate**
 - (a) All parcels of land identified by ST real estate division
 - (b) Car parks

- **Tunnel**
 - (a) Tunnel equipment
 - (b) Tunnel equipment spare parts
 - (c) High capacity ventilation fans

- **Structures**
 - (a) Bridges
 - (b) Retaining walls
 - (c) Elevated structures

- **Right-of-Way**
 - (a) Fencing
 - (b) Track
 - (c) Track switches
 - (d) Mainline Track (open)
 - (e) Mainline Track (paved)
 - (f) Mainline special work
 - (g) Track Materials
 - (h) Track Spare parts

- **Stations**
 - (a) Shelters
 - (b) Escalators
 - (c) Elevators
 - (d) Fare vending equipment
 - (e) Fare vending equipment spare parts
 - (f) All station light fixtures

- **Maintenance Facility (complete)**
 - (a) Maintenance Yard
 - (b) Maintenance Equipment
 - (c) Furniture, computers, etc.

- **Vehicles**

- (a) Light rail cars
- (b) Other Sound Transit vehicles
- (c) Other non-light rail car maintenance vehicles
- (d) Automobiles

- **Equipment**

- (a) Special tools
- (b) Special instrumentation
- (c) LRV special tools
- (d) LRV spare parts

- **Communications, Power and Signals**

- (a) Substations
- (b) Traction power spare parts
- (c) Overhead Contact System(OCS)
- (d) OCS spare parts (poles, hardware etc)
- (e) Signals and controls Signal spare parts
- (f) Crossing Protection
- (g) Train to wayside Communications
- (h) Radios
- (i) Communications infrastructure
- (j) Communications equipment
- (k) Communications spare parts
- (l) Central control equipment
- (m) Computers

Intergovernmental Agreement
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EXHIBIT I:
CENTRAL LINK CONSTRUCTION SCHEDULE

Activity Description	Orig Dur	Early Start	Early Finish	Year														
				2001	2002	2003	2004	2005	2006	2007	2008	2009						
FFG FFGA																		
Amended ROD Issued by FTA	0		08MAY02A															
Secure Final Design Authorization	0		20AUG02A															
Secure LONP Authority	0		24SEP02A															
TRO10 TEAM Appl Pinned (FFGA) -	1	25JUL03	25JUL03															
500 Downtown Seattle Transit Tunnel (500)																		
Civil 500 Final Design (Remainder)	500	04SEP01A	07OCT03															
First Draft of the Joint Operations Plan	0	31JAN02A																
Draft Final Joint Operations Plan	77	15JUL02A	23JUL02A															
Obtain Permits for 500 Construction	332	31OCT05*	29SEP06															
Civil 500 & CPS ROW Administration	272	01AUG06*	01MAY07															
Civil 500 Review/Update Final Design	88	02OCT06*	29DEC06															
Civil 500 Bid & Award Construction	185*	30DEC06	03JUL07															
(500) Advertise for Bids - 1st Ad	0	02FEB07																
(500) Board Presentation: Authorization to	1	14JUN07	14JUN07															
Tunnel Closure Required - (Latest Closure)	0	03JUL07																
Civil 500 Construction	549*	03JUL07	05JAN09															
500 Systems Installation	348*	01OCT07	16FEB09															
520 Pine Street Tunnel Stub (520)																		
Selection of 520 Final Designer	186	16SEP02A	06MAR03A															
RFP Issued/Put on Hold	0	22NOV02A																
RFP Re-activated (520)	0	06DEC02A																
Finance Authorization to Award (520)	0	06MAR03A																
Civil 520 Final Design	363	12MAR03A	18DEC03															
Decision on Going North Required	0	09OCT03*																
Civil 520 Bid & Award Construction	180	24MAR04*	19SEP04															
Civil 520 Construction	551	07MAR05*	10SEP06															
801 Light Rail Vehicles																		
Advertise RFP (801)	0	22JAN03A																
Board Presentation: Authorization to Award	1	23OCT03	23OCT03															
NTP 801 Vehicle	0	06JAN04																
Manufacture & Deliver LRV's	981*	06JAN04	16NOV07															

Start Date	01SEP97	Early Bar	AS/PST/CLK/ST
Finish Date	03JUL09	Progress Bar	Revision
Data Date	30APR03	Critical Activity	01FEB03/BASELINE (CCB 2/5/03)
Run Date	08MAY03 15:15		25SEP03/BASELINE (FFGA 9/25)
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0304		Link Light Rail	
CENTRAL LINK FFGA BASELINE		Sheet 1 of 7	
CPS to 154th		Prepared by Link Scheduling Team	
Level 1 - Management Schedule			



Prepared by Link Scheduling Team

Activity Description	Orig Dur	Early Start	Early Finish	Year																
				2001	2002	2003	2004	2005	2006	2007	2008	2009								
First car Arrives @ Test Site	0	15JUN06																		
Delivery of LRV's	362*	15JUN06	16NOV07																	
LRV Test Program	362*	15JUN06	16NOV07																	
Off-Site Test Program	127	15JUN06	14DEC06																	
Car 3, 4 Arrives in Seattle	0		12SEP06																	
LRV's Accepted for Revenue Service	232*	20DEC06	16NOV07																	
Training Program Complete (60 Staff)	0	21MAR07																		
600 Demolition/Abatement/Clean-up for (600)																				
Contract 600 MUP Process for Building	516*	11APR01A	20SEP02A																	
Contract 600 Right of Way	534*	11APR01A	08OCT02A																	
Contract 600 Final Design	147*	20JUN01A	18JAN02A																	
Civil 600 Bid & Award	144*	11JAN02A	06JUN02A																	
(600) Advertise for Bids	0	14JAN02A																		
(600) Finance:Authorization to Award	0		06JUN02A																	
Demolition/Abatement/Clean-up Work	88*	15AUG02A	10NOV02A																	
Demolition/Abatement/Clean-up Work	118*	15AUG02A	10DEC02A																	
Demolition/Abatement/Clean-up Work	105	02JAN03A	27MAR03A																	
650 P650 SCL Pole Procurement (650)																				
Sound Transit Complete Contract Package	60	31OCT01A	18JAN02A																	
SCL to Provide Complete Package for Pole	0	31OCT01A																		
P650 Bid & Award	99	25JAN02A	01MAY02A																	
(P650) Advertise for Bids	0		25JAN02A																	
(P650) Finance Committee Meeting	0		06JUN02A																	
P650 Pole Procurement, Delivery &	264*	12JUL02A	28MAR03A																	
Prep/Erect New Poles (by SCL from 700)	123*	22MAR03A	22JUL03																	
660 Girder Rail Procurement (660)																				
Finalize Girder Rail Technical Specs	120	03JUN02A	08OCT02A																	
Bid Period Rail Procurement	109	05MAR03A	20MAR03A																	
Receive P660 Bids	0		23APR03A																	
Place Initial Order	10	19AUG03	02SEP03																	
500 Rail On-Site	0		31JAN08																	
670 Tactile Paver Procurement																				
Develop Tactile Paver Technical Specs &	160	18JAN02A	18OCT02A																	
Contract Preparation Tactile Paver	23	02DEC02A	13JUN03																	
655 Small Works Package SCL Poles (655)																				
COS Issues project construction permit	10	27SEP02A	02DEC02A																	

Activity Description	Orig Dur	Early Start	Early Finish	Year																
				2001	2002	2003	2004	2005	2006	2007	2008	2009								
ST small works package - issue package	8*	01OCT02A	01OCT02A																	
Small works Construction Permitting - Airport Way	10	08OCT02A	03DEC02A																	
ST Small works bid opening - Airport Way	1	10OCT02A	10OCT02A																	
ST Small works Re-bid - Airport Way	9	21OCT02A	31OCT02A																	
Foundation package - Airport Way - NTP	1	04DEC02A	04DEC02A																	
Found.AP Way - Found Inst Ph 1	5	06JAN03A	13JAN03A																	
Found.AP Way - Found Install Ph 2	5	06JAN03A	13JAN03A																	
705 E3 Westside & Seattle City Light Poles (705)																				
Bid and award C705 contract	77*	16SEP02A	06JAN03A																	
Finance committee meeting	1	05DEC02A	05DEC02A																	
West side E-3 work	39*	07FEB03A	17MAR03A																	
Relocate 30" water main under AP Way	60	17FEB03A	09MAY03																	
Power Off	0	01JUL03*																		
New Pole Erection/Demo Existing Poles	45*	01JUL03	14AUG03																	
C705 Contract Complete - Power On	0		14AUG03																	
700 S. Royal Brougham to Airport Way S. (700)																				
Civil 700 Final Design	365	20MAY00A	18MAY01A																	
Civil 700 ROW Procurement, RB to Airport	510	07JUN00A	31JUL02A																	
Obtain Permits for 700 Construction	338	19MAY01A	29MAY03																	
(700) Documents Ready for Advertise for	0	01AUG02A																		
Civil 700 Bid & Award Construction	215*	13JAN03A	15AUG03																	
(700) Ready to Advertise for Bids	0	13JAN03A																		
Expected (700) Advertise for Bids - 1st Ad	0	14MAR03A																		
(700) Board Present: Award (Conditional on	1	24JUL03	24JUL03																	
NTP 700 Civil Contract (Window based on	5	11AUG03	15AUG03																	
Civil 700 Construction	631*	11AUG03	02MAY05																	
Systems 700 Installation	382*	20SEP05	26MAR07																	
Test Track Ready for LRV testing	0	01SEP06																		
810 O & M Facility (810)																				
810 ROW Procurement, Maintenance Base	476	02JAN02A	30APR03																	
System 810 Bid & Award Construction	127*	04FEB03A	01AUG03																	
Advertise for Bids - 1st Ad	0	14MAR03A																		
(810) Board Presentation: Authorization	1	10JUL03	10JUL03																	
Civil 810 O&M Facility Construction	707*	05JAN04	13DEC05																	
Systems 810 Installation	311*	14DEC05	08MAR07																	
O&M, Ready for First Vehicle	0	30AUG06																		

Activity Description	Orig Dur	Early Start	Early Finish	2001	2002	2003	2004	2005	2006	2007	2008	2009
710 Beacon Hill Tunnel (710)												
Civil 710 Interim Final Design	449	03SEP00A	18MAR01A		Civil 710 Interim Final Design							
Design Development (Civil & Arch)	193	19MAR01A	01NOV01A		Design Development (Civil & Arch)							
Civil & Architectural 710 Final Design	445	12NOV01A	01OCT03		Civil & Architectural 710 Final Design							
Civil 710 ROW Surface Procurement,	530*	14MAR02A	01SEP03		Civil 710 ROW Surface Procurement, Beacon Hill							
Civil 710 ROW Subsurface Easements,	750*	20JUL02A	14AUG04		Civil 710 ROW Subsurface Easements, Beacon Hill							
Civil 710 Bid & Award Construction	179*	02OCT03	30MAR04		Civil 710 Bid & Award Construction							
(710) Advertise for Bids - 1st Ad	0	29OCT03			(710) Advertise for Bids - 1st Ad							
(710) Board Presentation:Authorization to Award	1	26FEB04	26FEB04		(710) Board Presentation:Authorization to Award							
TBM Procurement (incl. Portal Preparation)	250	31MAR04	25MAR05		TBM Procurement (incl. Portal Preparation) 710							
Civil 710 Construction Beacon Hill	1,401*	31MAR04	07FEB08		Civil 710 Construction Beacon Hill							
DS 710 Systems	77*	22JAN08	07MAY08		DS 710 Systems							
720 Beacon Hill East Portal to Walden (720)												
Civil 720 Interim Final Design	449	13NOV00A	20APR01A		Civil 720 Interim Final Design							
Civil & Architectural 720 Final Design	368	04FEB02A	10JUL03		Civil & Architectural 720 Final Design							
Civil 720 ROW Procurement, Beacon Hill to	452*	16NOV02A	16FEB04		Civil 720 ROW Procurement, Beacon Hill to Walden							
Civil 720 Bid & Award Construction	369*	01NOV04	06NOV05		Civil 720 Bid & Award Construction							
(720) Advertise for Bids - 1st Ad	0	29NOV04			(720) Advertise for Bids - 1st Ad							
(720) Board Presentation:Authorization to Award	1	10MAR05	10MAR05		(720) Board Presentation:Authorization to Award							
Civil 720 Construction	533	07NOV05	27APR07		Civil 720 Construction							
DS 720 Systems	238*	30APR07	07APR08		DS 720 Systems							
730 Walden to Holly (730)												
Civil 730 Interim Final Design	449	03SEP00A	09NOV01A		Civil 730 Interim Final Design							
Architectural 730 Final Design	505*	02JAN02A	30MAY03		Architectural 730 Final Design							
Civil 730 Final Design/Pick-Up	337	01MAR02A	30MAY03		Civil 730 Final Design/Pick-Up							
Civil 730 ROW Procurement, Walden to	686*	14MAR02A	06FEB04		Civil 730 ROW Procurement, Walden to Holly							
Obtain Permits for 730 Construction	566	01SEP02A	30JAN04		Obtain Permits for 730 Construction							
Civil 730/740 RFQ/RFP Procurement	350*	16SEP02A	04SEP03		Civil 730/740 RFQ/RFP Procurement							
Issue RFQ	1	17JAN03A	17JAN03A		Issue RFQ							
Issue RFP to Shortlisted Firms	1	06JUN03	06JUN03		Issue RFP to Shortlisted Firms							
(730/740) Finance:Authorization to Award	1	11SEP03	11SEP03		(730/740) Finance:Authorization to Award							
Pre-construction Services NTP	0	06OCT03			Pre-construction Services NTP							
Pre-Construction Services	146	06OCT03	01MAR04		Pre-Construction Services							
Negotiate Change Order	12	15JAN04*	26JAN04		Negotiate Change Order							
Board Approve/Issue NTP for Construction	24	27JAN04	19FEB04		Board Approve/Issue NTP for Construction							
(730/740) Board:Authorization to Award	1	26FEB04	26FEB04		(730/740) Board:Authorization to Award							

Activity Description	Orig Dur	Early Start	Early Finish	Year														
				2001	2002	2003	2004	2005	2006	2007	2008	2009						
Civil 755 - 760 Construction	1,234*	24DEC04	18MAY08															
DS 760 Systems	159*	31JAN08	12SEP08															
800 Systemwide																		
Phase 1 Sys Integration, Prerevenue	121*	13JAN09	02JUL09															
Revenue Operation Date (CPS to 154th)	0	03JUL09*																
802 Signals Systems																		
Final Design	853*	17APR00A	29AUG03															
Advertise, Bid, Award, RFQ	197*	10SEP03	18JUN04															
Advertise RFQ (802)	0	08OCT03																
Board Presentation: Authorization Award	1	27MAY04	27MAY04															
Systems 802 Design, Manufacture, Install	1,171*	18JUN04	05FEB09															
System 802 Installation Start	0	20SEP05																
803 Communications/SCADA/Tunnel Radio																		
Final Design	744*	02AUG00A	14JUL03															
Advertise for RFP (803)	0	12AUG03																
Advertise, Bid, Award, RFP	204*	12AUG03	01JUN04															
Board Presentation: Authorization Award	1	13MAY04	13MAY04															
Tunnel Radio Design, Manufacture, Install	1,188*	01JUN04	11FEB09															
Communications Design, Manufacture,	1,191*	01JUN04	16FEB09															
SCADA Design, Manufacture, Install	1,171*	01JUN04	16JAN09															
SCADA Installation Start	0	10MAR06																
System 803 Installation Start	0	31AUG06																
Tunnel Radio Installation Start	0	31MAR08																
806 Portable Radios																		
Preparation of Equipment List	148	01OCT02A	01MAY03															
Bid & Award Portable Radio	125	25AUG04*	23FEB05															
Advertise for Bids (806)	0	25AUG04																
Board Presentation: Authorization Award	1	24FEB05	24FEB05															
Systems 806 Manufacture and Deliver	395*	28MAR05	16OCT06															
System 806 Installation Start	0	28MAR05																
807 Traction Power System with OCS																		
Final Design Traction Power	908*	17APR00A	17NOV03															
Advertise for Bids (807)	0	18DEC03																
Advertise, Bid, Award, RFQ	210*	18DEC03	14OCT04															
Board Presentation: Authorization Award	1	09SEP04	09SEP04															
Systems 807 Design, Manufacture, Install	1,029*	15OCT04	07NOV08															

Activity Description	Orig Dur	Early Start	Early Finish	Year														
				2001	2002	2003	2004	2005	2006	2007	2008	2009						
System 807 Installation Start	0	18OCT05																
809 Fare Collection Equipment																		
Final Design Fare Collection	140*	01FEB05	17AUG05															
Bid & Award	119	16SEP05	08MAR06															
Advertise for Bids (809)	0	16SEP05																
Board Presentation: Authorization Award	1	09MAR06	09MAR06															
Systems 809 Design, Manufacture, Install	649*	12APR06	31OCT08															
System 809 Installation Start	0	25JUL08																
811 Maintenance Equipment, Shop																		
Design/Specification	42	01AUG02A	30SEP02A															
Bid & Award	40	01NOV04	29DEC04															
Advertise for Bids (811)	0	01NOV04*																
Board Presentation: Authorization Award	1	13JAN05	13JAN05															
Systems 811 Procurement and Install	147*	14FEB05	09SEP05															
System 811 Installation Start	0	21JUN05																
812 Non Revenue Vehicles																		
Design/Specification	90	14JAN03A	20MAY03															
Advertise for Bids (812)	0	21MAY03																
Bid & Award	145	05APR04*	27OCT04															
Board Presentation: Authorization Award	1	28OCT04	28OCT04															
System 812 Delivery Start	0	22MAR06																
Systems 812 Procurement and Delivery	60*	22MAR06	14JUN06															
813 Signage (operational)																		
Prepare Design Specification	60	31AUG07*	27NOV07															
Bid and Award	93	28NOV07	09APR08															
Advertise for Bids (813)	0	28NOV07																
Board Presentation: Authorization Award	1	10APR08	10APR08															
Installation of Signage	160	09MAY08	26DEC08															
NTP 813 Operational Signs and Graphics	0	09MAY08																
814 Management Info. Sys.																		
Prepare Design Specification	41	25AUG04	21OCT04															
Bid and Award	139	22OCT04	11MAY05															
Advertise for Bids (814)	0	22OCT04																
Board Presentation: Authorization Award	1	12MAY05	12MAY05															
Installation of Management Info. Sys.	254	14JUN05	14JUN06															
NTP 814 Management Information System	0	14JUN05																

Intergovernmental Agreement
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Central Link Light Rail

EXHIBIT J:
SIGNAGE HARDWARE/CHANGEABLE
INFORMATION MATRIX

EXHIBIT J: SIGNAGE HARDWARE/CHANGEABLE INFORMATION MATRIX

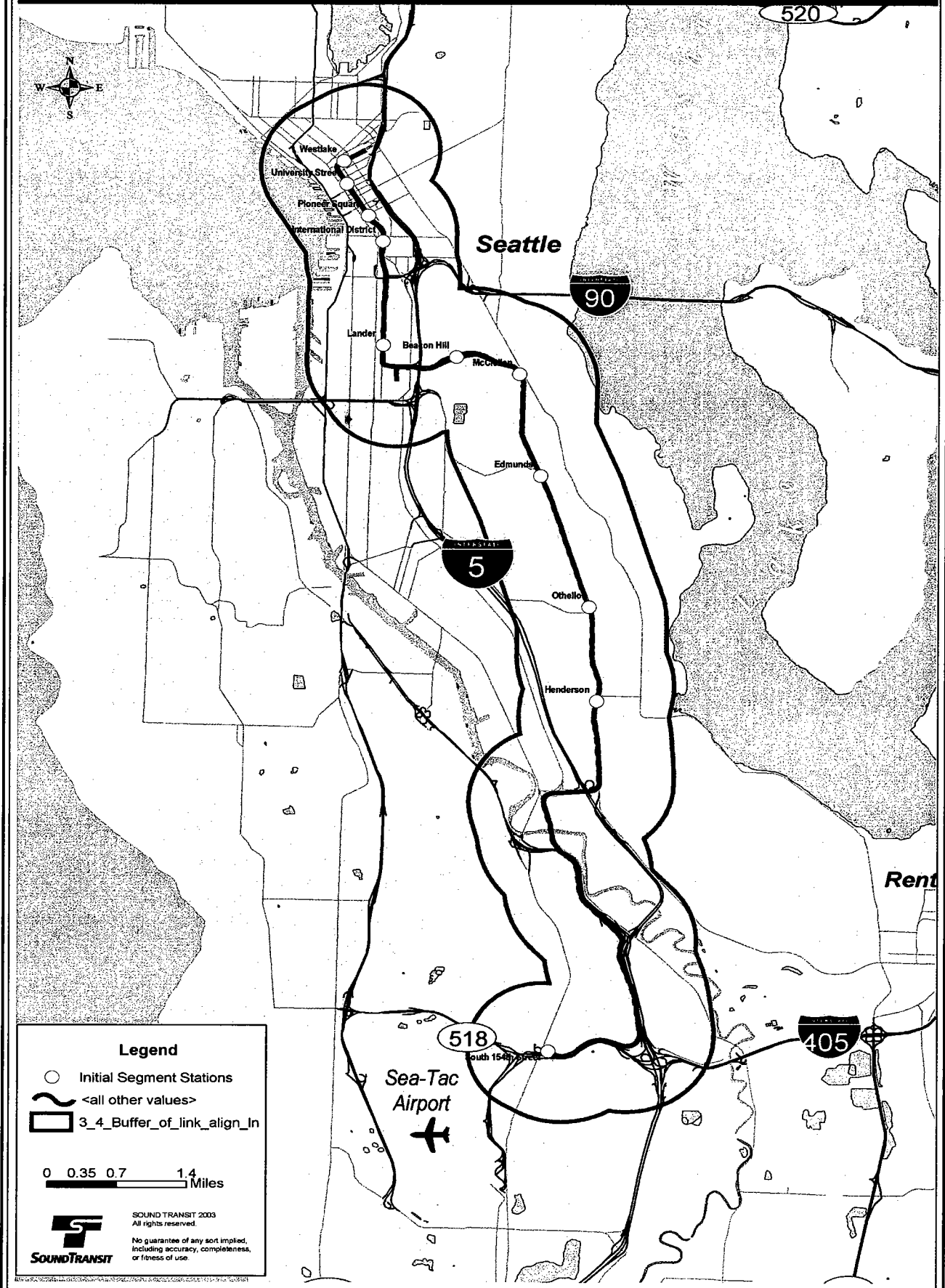
Task	Frequency	Responsible
ST Signage Hardware <ul style="list-style-type: none"> ▪ Install ST signage at the Central Link facilities ▪ Produce ST and other agreed upon bus flags using the Regional Signage Program specifications and standards. <ul style="list-style-type: none"> ▪ Provide graphic files to the County with the information for the bus flags ▪ Prepare work orders for ST signs other than bus flags for replacements/repairs and send to ST <ul style="list-style-type: none"> ▪ Order and pay for the new signs for replacements ▪ Install signs 	<ul style="list-style-type: none"> ▪ Before PSD ▪ Before PSD and as needed ▪ For each service change and as needed ▪ As needed ▪ As needed ▪ As needed 	<ul style="list-style-type: none"> ST KCM ST KCM ST ST
Variable Message Boards Develop cleaning and maintenance standards for the boards at the stations, platforms, mezzanines and vehicles.	<ul style="list-style-type: none"> ▪ During start up 	ST (lead) and KCM
Changeable Information Install and maintain changeable information in station display cabinets Provide the County ready to install changeable information	<ul style="list-style-type: none"> ▪ At each service change ▪ As needed ▪ At each service change ▪ As needed 	<ul style="list-style-type: none"> KCM KCM ST ST
Rider Alerts Write the Rider Alerts Produce and install rider alerts	<ul style="list-style-type: none"> ▪ As needed ▪ As needed 	<ul style="list-style-type: none"> ST and KCM KCM
Schedule/Other Information Produce/install schedule and related bus information at the stations and adjacent bus stops	<ul style="list-style-type: none"> ▪ At each service change ▪ As needed 	<ul style="list-style-type: none"> KCM KCM
Link Vehicles Design and produce interior and exterior vehicle decals and customer information Ongoing production, installation and maintenance of the interior and exterior vehicle decals and customer information	<ul style="list-style-type: none"> ▪ Initial installation ▪ As needed 	<ul style="list-style-type: none"> ST KCM

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EXHIBIT K:
PARATRANSIT SERVICE AREA MAP

EXHIBIT K: PARATRANSIT SERVICE AREA MAP

Sound Transit Link Light Rail Initial Segment



Intergovernmental Agreement
Between
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Central Link Light Rail

EXHIBIT L:
PERFORMANCE REPORTS

EXHIBIT L: PERFORMANCE REPORTS

Performance Reports

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
A	PERSONNEL (FOR HUMAN RESOURCES)					
A1	Labor Relations					
1	Grievances -- Step, General category and number		X	X		
2	Arbitrations		X	X		
3	Bargaining unit information				X	
4	Unfair Labor Practice Charges	X	X			
5	Copies of ratified and approved contracts					As completed
A2	EEO/AA				X	
1	Standard annual report (elements)					
A3	Personnel Transaction Data		X	X		
1	Vacancies and average time to fill by classification					
2	Turnover (resignations, terminations) by classification					
3	Recruitment statistics by classification					
4	Discipline statistics by classification					
A4	Temporary Employee Monitoring Data				X	
A5	Compensation					
1	Salary Schedules				X	As revised
2	Classification or position descriptions				X	As revised
A6	Drug and Alcohol information	X	X			
1	Number of covered employees					
2	Number of tests conducted by testing category					
3	Drug test results by testing category					
4	Positive drug test results by substance					
5	Alcohol test results by category (<0.02, 0.02-0.39, =0.40)					
6	Test refusals by type of refusal					
7	Cancelled tests					

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
B	RAIL DIVISION (FOR LINK DIVISION)					
B1	Employee Performance averages by general positions		X			Every 4 weeks
1	Operations employees					
	Sick days/employee/year					
	Lates/employee/year					
	Complaints/employee/year					
	Preventable accidents/employee/year					
2	LRV employees Sick days/employee/year					
3	Facilities/Systems Employees Sick days/employee/year					
4	Administration/Support staff Sick days/employee/year					
C	CUSTOMER SERVICE					
C1	Customer complaints					
	Rail employers/action for the following categories:	X	X			
1	Facilities					
2	Rail vehicle/equipment					
3	Service/schedule					
4	Fares					
5	Other					
C2	Customer commendations					
	Rail operators/action for the following categories:	X	X			
1	Facilities					
2	Rail vehicle/equipment					
3	Service/schedule					
4	Fares					
5	Suggestions					
6	Other					
C3	Rider information calls received	X	X			
C4	Rider information calls lost	X	X		% of all calls unless system changed	

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
D	TRAIN OPERATIONS					
D1	Number of service incidents by type and actions taken	X	X			
D2	Lost trips shown by each of the following categories	X	X			
1	Operator					
2	Power and Facilities					
3	Track					
4	Vehicle Maintenance					
5	Other					
D3	Delays in minutes shown by each of the following categories	X	X			
1	Operator					
2	Power and Facilities					
3	Track					
4	Vehicle Maintenance					
5	Other					
D4	Slow Orders hours	X	X			
D5	Operator kinds of time to include all categories of pay time	X	X			
1	Revenue					
2	Report					
3	Relief on spare					
4	Spread					
5	Overtime					
6	Sick leave					
7	On the job injury					
8	Other					
E	MATERIAL AND WARRANTY MANAGEMENT					
E1	% of open work orders awaiting parts versus all work orders	X	X			
1	Vehicles					
2	Equipment					

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
3	Power					
4	Facilities					
E2	Annual inventory turns for each separate inventory				X	
E3	Inactive stock items versus total stock items (appropriate after 2 years of operation)	X	X			
1	Vehicles					
2	Equipment					
3	Power					
4	Facilities					
5	Material availability - % of material with zero balance (no stock in place)	X	X			
6	Vehicles					
7	Equipment					
8	Power					
9	Facilities					
E4	Inventory service level - % of parts requested on work orders versus total issued	X	X			
F	FACILITIES MAINTENANCE					
F1	Mechanical Reliability - % for the following categories	X	X			
1	Elevators					
2	Escalators					
3	CCTV					
4	PA					
5	Telephones					
6	Station Lighting					
7	Switches					
8	Train radio					
9	Signals					

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
F2	Total hours on work order system versus total hours paid	X	X			
F3	% Non-maintenance hours of total system	X	X			
F4	% Emergency work of total system – break-in work that requires immediate attention	X	X			
F5	% Unplanned work – break-in work that is not emergency	X	X			
F6	% Routine repair, modification and installation of total system	X	X			
F7	% Preventive and predictive maintenance and inspections of total system	X	X			
F8	% of preventive maintenance performed on time	X	X			
F9	Overtime expended by position	X	X			
G	VEHICLE MAINTENANCE					
G1	Lost trips due to vehicles	X	X			
G2	Cars available for service by day	X	X			
G3	Total hours on work order system versus total hours paid	X	X			
G4	% Non-maintenance hours of total system	X	X			
G5	% Emergency work of total system – break-in work that requires immediate attention	X	X			
G6	% Unplanned work – break-in work that is not emergency	X	X			
G7	% Routine repair, modification and installation of total system	X	X			
G8	% Preventive and predictive maintenance and inspections of total system	X	X			
G9	% of preventive maintenance performed on time	X	X			
G10	Overtime expended by position	X	X			
G11	Cleanliness information for the following	X	X			
1	Rail vehicle washes/vehicle					
2	Mean days between interior cleaning of rail vehicles					

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
3	Mean time between failures					
4	Completed LRV interior cleaning daily					
5	Completed LRV exterior cleaning					
H	SAFETY					
H1	Fatalities: (all causes) per one million train miles	X	X			
H2	Train Accidents: (includes derailments and collisions, including signal/pedestrian controlled intersections) per one million train miles	X	X			
H3	Passenger Fatalities: per one million train miles		X			Quarterly
H4	Passenger Injuries: per one million train miles		X			Quarterly
H5	Station Injury Rate: per one million train miles		X			Quarterly
H6	Signal/Pedestrian Controlled Intersection Collisions: per one million train miles		X			Quarterly
H7	Pedestrian Fatalities: per one million train miles		X			Quarterly
H8	Employee Injury/Illness Rate: based on frequency of injuries/illnesses per 200,000 hours		X			Quarterly
H9	Miles Between Incidents (e.g. derailments, collisions, fatalities, and injuries)	X	X			
H10	Fixed Facility Inspections	X	X			
H11	Equipment Inspections	X	X			
H12	Safety Appliance Inspections	X	X			
H13	Station Over-Runs (defined as, any over-run requiring permission to back up)	X	X			
H14	Signal Violations	X	X			
H15	Doors Opening Off-Platform Incidents	X	X			
H16	Monthly hazard inspections with employee participation	X	X			
H17	Percentage of employees involved in safety committee		X			Quarterly
H18	Functional Drills	X	X			
H19	Full scale exercises		X	X		

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
H20	Number of safety training hours received by KCM employees working on Link service	X	X			
H21	Number of safety training hours received by local emergency responders	X	X			
H22	Operational Efficiency Tests conducted	X	X			
I	ELECTRICAL					
I1	Mechanical Reliability - % for Electrical Power	X	X			
I2	Total hours on work order system versus total hours paid	X	X			
I3	% Non-maintenance hours of total system	X	X			
I4	% Emergency work of total system – break-in work that requires immediate attention	X	X			
I5	% Unplanned work – break-in work that is not emergency	X	X			
I6	% Routine repair, modification and installation of total system	X	X			
I7	% Preventive and predictive maintenance and inspections of total system	X	X			
I8	% of preventive maintenance performed on time	X	X			
I9	Overtime expended by position	X	X			
J	PARATRANSIT (all within Link paratransit service area)					
J1	Number of Trips with origins and destinations within Central Link.	X	X			
J2	Number of on-time/late pickups and drop-offs.	X	X			
J3	Number of Trip Denials	X	X			
J4	Number of customer complaints/comments on service for trips with origin/destination within Link paratransit service corridor	X	X			
J5	Average cost per mile	X	X			
J6	Average cost per trip	X	X			

	INDICATOR	MONTH	YTD	SEMI-ANNUAL	ANNUAL	OTHER
O	RIGHT OF WAY					
O1	Track walk mileage	X	X			
O2	Ultrasonic tests conducted	X	X			
O3	Stray current requirements	X	X			
O4	% reliability	X	X			
1	switches					
2	crossing gates					
3	signals					
P	RISK MANAGEMENT					
P1	Property & Liability Claims Loss Runs Inclusive of:					
1	Claim #		X			Quarterly
2	Claimant Name					
3	date occurred					
4	date reported					
5	reserve dollar amounts for indemnity & expenses					
6	status of claim (open or closed)					
7	date closed and					
8	total dollar amounts expended for indemnity & expenses					
P2	Loss runs will address:					
1	General Liability		X			Quarterly
2	RR Liability					
3	RR Rolling Stock damage					

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EXHIBIT M:
NATIONAL TRANSIT DATABASE REPORTS

EXHIBIT M: NATIONAL TRANSIT DATABASE REPORTS

Maintenance Performance (R-20)

Type of Service: DO

	Number of Failures	Number of Failures	Number of Failures	Number of Failures	Number of Failures	Number of Failures
Revenue Vehicle System Failures	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Major mechanical system failures	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other mechanical system failures	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Revenue Vehicle System Failures	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Labor Hours for Inspection and Maintenance	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Energy Consumption Rail (R-30)

Type of Service: DO

	Total Units Consumed Per Mode	Total Units Consumed Per Mode	Total Units Consumed Per Mode	Total Units Consumed Per Mode	Total Units Consumed Per Mode	Total Units Consumed Per Mode
Energy Type	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Kilowatt hours of propulsion power	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gallons of diesel fuel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gallons of liquefied petroleum gas (LPG)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gallons of liquefied natural gas (LNG)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gallons of other fuel	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Fatality, Injury, and Incident Summary

Fatalities:

- Collisions
- Derailments
- Evacuations
- Fires
- Personal Casualties

Passengers	Other Patrons	Employees	Trespassers	Others

Total

Injuries:

- Collisions
- Derailments
- Evacuations
- Fires
- Personal Casualties

Passengers		Other Patrons		Employees		Trespassers		Others	
Major	Other	Major	Other	Major	Other	Major	Other	Major	Other

Total	
Major	Other

Incidents:

- Collisions
- Derailments
- Evacuations
- Fires
- Personal Casualties

Major Incidents	Other Incidents

Property Damage

Security

In Vehicle
In Revenue Facility
In Non-Revenue Facility
On right of way

Part I: Report Offenses:

Aggravated Assaults				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				
Arson				
Burglary				
Forcible Rape				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				
Homicide				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				
Larceny/Theft Offenses				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				
Motor Vehicle Theft				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				
Robbery				
Passengers				
Other Patrons				
Employees				
Trespassers				
Others				

Total number of security personnel

Security Configuration: Primary

	Number:
Dedicated transit police force	<input style="width: 50px;" type="text"/>
Dedicated (transit) unit of local police	<input style="width: 50px;" type="text"/>
Contracted local police	<input style="width: 50px;" type="text"/>
Contracted security force	<input style="width: 50px;" type="text"/>
Use of local police (non contracted)	<input style="width: 50px;" type="text"/>

Security Configuration: Secondary

	Check all that apply:
Dedicated transit police force	<input type="checkbox"/>
Dedicated (transit) unit of local police	<input type="checkbox"/>
Contracted local police	<input type="checkbox"/>
Contracted security force	<input type="checkbox"/>
Use of local police (non contracted)	<input type="checkbox"/>

Part II:

Fare Evasion (citations)				
Other Assaults (arrests)				
Trespassing (arrests)				
Vandalism (arrests)				

Other security issues:

Bomb Threats				
Bombing				
Chemical/Biological Release				
Cyber Incident				
Hijacking				
Non-Violent Civil Disturbances				
Sabotage				

Suicides

Total Property Damage

Suicides

	Number of Incidents	Individuals attempting/ committing suicide		Other individuals affected	
		Fatalities	Injuries	Fatalities	Injuries
At platforms					
At grade crossings					
At other locations					
Total Property Damage		\$			

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

EXHIBIT N:
CENTRAL LINK BASELINE COST AND STAFFING
PLAN; DSTT; and PARATRANSIT

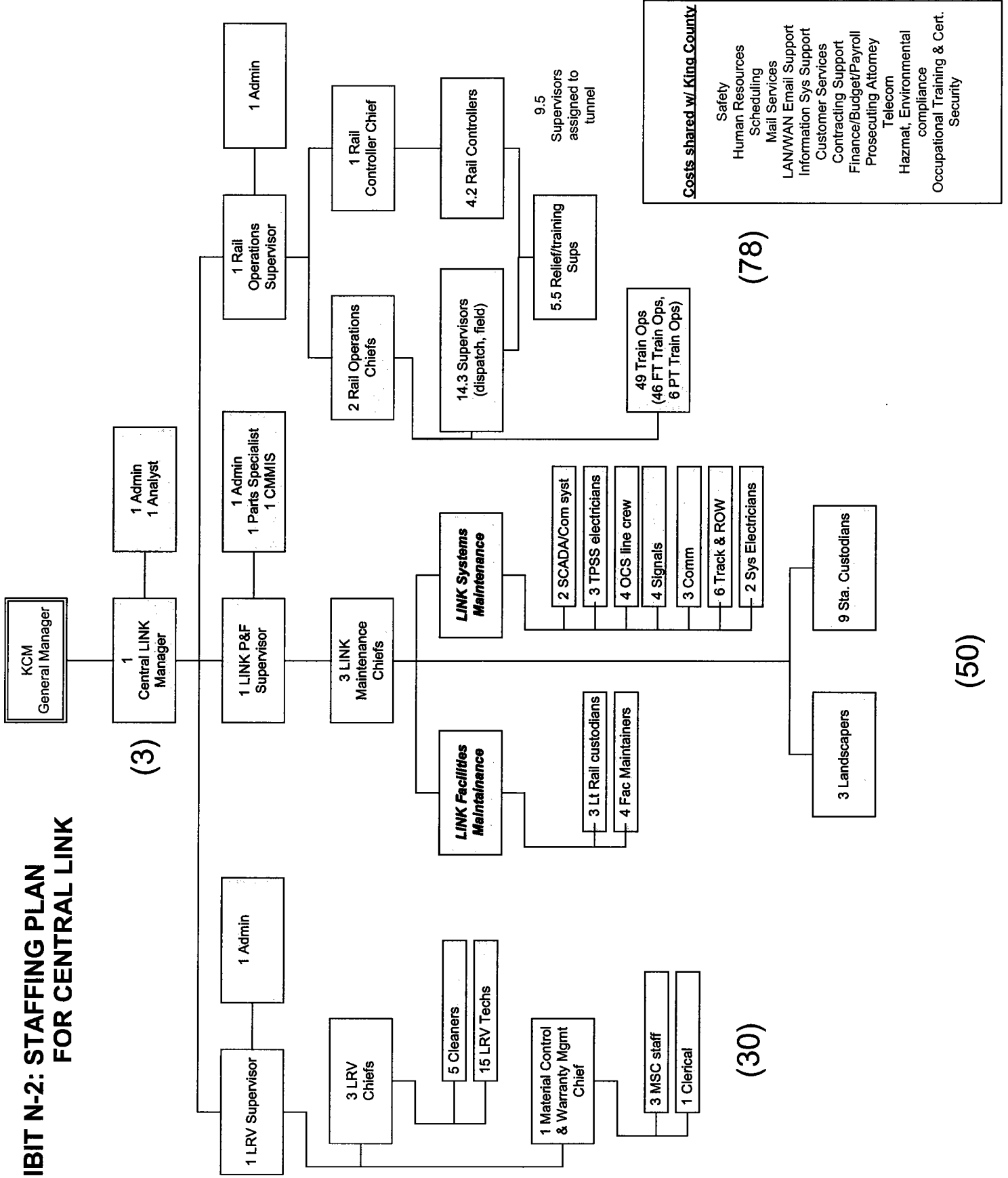
Exhibit N-1

Cost Items To Be Paid Directly by Sound Transit for Central Link

cost item:

Vehicle maintenance materials & supplies, where exceeds unit cost to be specified
Facilities maintenance materials & supplies, where exceeds unit cost to be specified
Traction power
Fare enforcement and facility security
Casualty & liability costs (Risk Fund and Insurance), exclusive of
claims handling and risk administration
Ticket Vending Machine (TVM) maintenance and operation

EXHIBIT N-2: STAFFING PLAN FOR CENTRAL LINK



**Exhibit N3-A
Central Link Direct Costs**

King County Metro - Estimated Costs - 2003 \$

Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration	total
Labor:					
Operator Wages & Salaries	2,517,757	-	-	-	2,517,757
Other Wages & Salaries	1,309,041	1,603,889	2,714,486	215,222	5,842,638
total labor	3,826,798	1,603,889	2,714,486	215,222	8,360,395
Fringe Benefits	1,320,886	463,358	746,603	46,788	2,577,635
Workers Compensation	281,736	127,950	91,826	564	502,076
Services	855,700	231,800	476,851	11,000	1,575,351
Materials & Supplies					
Fuel & lubricants	-	18,000	-	-	18,000
Tires & Tubes	-	-	-	-	-
Repair Parts	-	74,000	-	-	74,000
Other	26,200	153,400	122,500	9,000	311,100
total materials & supplies	26,200	245,400	122,500	9,000	403,100
Utilities:					
Traction Power	-	-	-	-	-
Station Power	-	-	160,000	-	160,000
Other	-	-	579,500	-	579,500
total utilities	-	-	739,500	-	739,500
Claims Handling & Risk Admin	298,362	-	-	-	298,362
Miscellaneous	14,000	10,000	54,061	12,000	90,061
Total Link Operations	6,623,682	2,682,397	4,945,827	294,574	14,546,480

Exhibit N3-B

Central Link Shared Costs

King County Metro - Estimated Costs - 2003 \$

Expense Objects	Vehicle		Non-Vehicle		General Administration	total
	Operations	Maintenance	Maintenance	Administration		
Labor:						
Operator Wages & Salaries	-	-	-	-	-	-
Other Wages & Salaries	-	-	-	-	-	-
total labor	-	-	-	-	-	-
Fringe Benefits	-	-	-	-	-	-
Workers Compensation	-	-	-	1,061	1,061	1,061
Services	11,426	92,844	83,845	1,246,356	1,434,471	1,434,471
Materials & Supplies						
Fuel & lubricants	-	-	-	-	-	-
Tires & Tubes	-	-	-	-	-	-
Repair Parts	-	-	-	-	-	-
Other	-	-	-	-	-	-
total materials & supplies	-	-	-	-	-	-
Utilities:						
Traction Power	-	-	-	-	-	-
Station Power	-	-	-	-	-	-
Other	-	-	-	-	-	-
total utilities	-	-	-	-	-	-
Claims Handling & Risk Adm	-	-	-	-	-	-
Miscellaneous	108,231	-	-	-	-	108,231
Total Link Operations	119,657	92,844	83,845	1,247,417	1,543,763	1,543,763

**Exhibit N3-C
Central Link Total O&M Costs**

King County Metro - Estimated Costs - 2003 \$

Expense Objects	Vehicle Operations	Vehicle Maintenance	Non-Vehicle Maintenance	General Administration	total
Labor:					
Operator Wages & Salaries	2,517,757	-	-	-	2,517,757
Other Wages & Salaries	1,309,041	1,603,889	2,714,486	215,222	5,842,638
total labor	3,826,798	1,603,889	2,714,486	215,222	8,360,395
Fringe Benefits	1,320,886	463,358	746,603	46,788	2,577,635
Workers Compensation	281,736	127,950	91,826	1,625	503,137
Services	867,126	324,644	560,696	1,257,356	3,009,822
Materials & Supplies					
Fuel & lubricants	-	18,000	-	-	18,000
Tires & Tubes	-	-	-	-	-
Repair Parts	-	74,000	-	-	74,000
Other	26,200	153,400	122,500	9,000	311,100
total materials & supplies	26,200	245,400	122,500	9,000	403,100
Utilities:					
Traction Power	-	-	-	-	-
Station Power	-	-	160,000	-	160,000
Other	-	-	579,500	-	579,500
total utilities	-	-	739,500	-	739,500
Claims Handling & Risk Admin	298,362	-	-	-	298,362
Miscellaneous	122,231	10,000	54,061	12,000	198,292
Total Link Operations	6,743,339	2,775,241	5,029,672	1,541,991	16,090,243
Tunnel Operations - Shared	602,308	-	2,155,642	8,525	2,766,475
Paratransit Services	931,108	-	-	-	931,108
Total Link, Tunnel & Paratransit	8,276,755	2,775,241	7,185,314	1,550,516	19,787,826

Exhibit N4
Documentation of Central Link Direct Labor Costs
 King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
Link Veh Ops	Rail Operator	46.0	46,270	2,128,420	250,527	2,378,947	880,305	3,259,252	VO	Staffing based on LINK Operations summary 2/19/03, assuming 20 hr/day operation, 36 minute running time, minimum of 5 minutes recovery at each terminal, no setbacks in schedule. 13 hour spread is allowable. Includes part-time, full-time and 4/40 assignments. Assumes that resource requirements described in the summary allows for safe and efficient operation. Absences at 12 days of sick, 25 days of vacation, 11 holidays, and three miscellaneous per year, or 20%. Excludes unplanned special events and other non-scheduled service. 5% of service hours operated at OT. 8 weeks of initial training w/ 25% wash-out rate, based on experiences from other properties. 1 day of refresher/year. Training program, as outlined, will constitute proper training. Employees who meet or exceed the criteria set forth in the appearance standards developed by ST and KCM are considered neat and clean. Cost efficient service is understood to mean delivery of LINK services within the annually agreed upon budget. Training will be scheduled to coincide with low-vacation time in order to control backfill requirements. No-cancellation policy. AC (Accumulated Comp) time can only be earned on holidays. Vacations will be distributed throughout the year.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Ops	Rail Operator - PT	3.0	-	138,810	-	138,810	75,648	214,458	VO	See FT Ops. Assumes PT work is evenly distributed between am & pm and that PT ops can backfill for other PT ops without restriction. PT ops who work > 20 hrs/wk will earn FT benefits. Each PT is shown as .5 FTE's and is costed with full benefits.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Ops	Rail Operations Chief	3.0	75,555	226,665	-	226,665	51,945	278,610	VO	Assumes 24/7 on-call for service emergencies. One chief primarily for Controllers, 2 chiefs oversee operators, field supervisors, base supervision and training. In an emergency the chief can fill in for controller or supervisor until the shift can be filled. Assumes no backfill	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Ops	Rail Ops Supv	1.0	83,073	83,073	-	83,073	17,990	101,063	VO	Shares on-call responsibilities w/ chiefs.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Ops	Admin	1.0	38,892	38,892	-	38,892	14,022	52,914	VO		Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Ops	Rail Supervisor	18.7	58,255	1,088,786	122,202	1,210,988	356,664	1,567,652	VO	24/7 coverage in communication center. 207 coverage in field supervisor shifts. Shifts dedicated to the tunnel will split cost 40% ST, 60% KCM. Supervisors may have weekly assignments that cross all areas of supervision. 5% of shifts are filled at OT. Some shifts will be 4/40. Some shifts are split shifts. Relief supervisors can backfill for all areas of supervision. 20 weeks of initial training (including controller training). 2 days/year refresher training. Training program, as outlined, will constitute proper training. All controller shifts must be filled. Tunnel controller positions are not included. Pay is the same as bus supervisor wages. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Work rules will allow for flexibility in work assignments.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added

Exhibit N4 Documentation of Central Link Direct Labor Costs King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
Link Veh Ops	Rail Controllers	5.3	81,178	324,855	40,104	364,959	105,602	470,561	VO	See Rail Supervisor. Only 1 controller on duty at all times. Pay is the same as bus controller wage. This number and cost do not reflect 8 tunnel controllers who will report to KCM and whose cost will be split 40/60, assuming the tunnel and rail controller functions are separate. ST's portion of the cost will be reflected outside of this cost estimate in the "shared tunnel" costs.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	MSC Staff	3.0	47,363	142,089	-	142,089	44,327	186,416	VM	247 LRV activity. Broad job description to include ability to receive parts, stock and pick parts as well as open and close work orders and prepare warranty claims for submittal to ST Link. No overtime. No backfill. Three shifts/day, M-F. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Lack of weekend coverage and backfill may result in higher incidence of inventory loss and lost productivity.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	MSC Clerical	1.0	42,345	42,345	-	42,345	14,224	56,569	VM		Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	LRV Techs	15.0	54,149	812,235	-	812,235	232,810	1,045,045	VM	247 coverage. No overtime, no backfill for all LRV maintenance positions. Training by ST's vendors and the training program developed by KCM and approved by ST will constitute proper training. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment. Apprenticeship program is not calculated into the cost bid. Staffing levels based on ST's maintenance matrix. NRV maintenance and cleaning is subcontracted. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Work rules will allow for flexibility in work assignments. Industry standards are understood to mean methods that are practiced in the same way by all agencies in the industry.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	Cleaners	5.0	36,607	183,035	-	183,035	67,972	251,007	VM	AC time can only be earned on holidays. Vacations will be distributed throughout the year. Work rules will allow for flexibility in work assignments. Cleaning in accordance with ST's maintenance plans and matrix will result in clean and graffiti-free vehicles.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	LRV Supervisor	1.0	83,073	83,073	-	83,073	18,696	101,769	VM		Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	LRV Chief	4.0	75,555	302,220	-	302,220	71,484	373,704	VM	247 on-call coverage. No leads, so chiefs act in supervisory role for LRV techs and cleaners and are responsible for signing off on work orders.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Veh Maint	Admin	1.0	38,892	38,892	-	38,892	13,845	52,737	VM		Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added

Exhibit N4 Documentation of Central Link Direct Labor Costs King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overline & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ¹	Function ¹	Assumptions	Cost Formula Description
Link Facil Maint	Track & ROW	6.0	49,214	295,285	20,000	315,285	92,430	407,715	NVM	2 shifts/day coverage for 5 days/week, 24/7 on-call coverage. Work rules allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Based on 30% drawings which do not contain complete information and details, so estimates may change when design is completed. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	SCADA/Com Systems	2.0	68,716	137,432	6,870	144,302	32,220	176,522	NVM	2 shifts/day, 5 staggered days/wk for 7 day coverage, 24/7 on-call coverage. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	TPSS Electrician	3.0	63,663	190,989	7,960	198,949	46,959	245,908	NVM	Graveyard shift only, 5 days/wk, 24/7 on-call. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added

Exhibit N4
Documentation of Central Link Direct Labor Costs
 King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ¹	Function ¹	Assumptions	Cost Formula Description
Link Faci Maint	OCS Line Crew	4.0	63,663	254,652	10,620	265,272	62,611	327,883	NVM	Gravayard shift only, 5 days/wk. 247 on-call. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and plan, schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Faci Maint	Signals Tech	4.0	54,727	218,906	10,620	229,526	59,380	288,906	NVM	2 shifts/day, 5 staggered days/wk for 7 day coverage. 247 on-call coverage. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added
Link Faci Maint	Communications Tech	3.0	54,726	164,179	7,380	171,559	44,537	216,096	NVM	2 shifts/day, 5 staggered days/wk for 7 day coverage. 247 on-call coverage. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. Communication costs for LINK identified components are covered but doesn't include costs (shared costs) of the KCM radio system or infrastructure. (i.e. trunked system or backbone system). AC time can only be earned on holidays. Vacations will be distributed throughout the year. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added

Exhibit N4 Documentation of Central Link Direct Labor Costs King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
Link Facil Maint	Sys. Electrician	2.0	53,077	106,154	5,310	111,464	29,393	140,857	NVM	1 shift/day, M-F, 24/7 on-call coverage. Work rules will allow for flexibility in work assignments. Manufacturer's recommended preventative maintenance practices and schedules, along with ST's maintenance matrix and plan, result in safe and well maintained equipment and facilities. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Non-labor costs will increase beyond 5 years as infrastructure components reach the end of their service life or prematurely fail. Costs do not include dealing w/ design or construction related costs. ST is providing Engineering support.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	LPF Chief	3.0	75,555	226,664	-	226,664	49,080	275,744	NVM	Chiefs will be distributed over 3 shifts, 5 staggered days/wk, for 7 day coverage, 24/7 on-call coverage. No leads, so will act in supervisory role over all P&F functions during shift. No backfill.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	LPF Supervisor	1.0	83,073	83,073	-	83,073	17,035	100,108	NVM	Will share 24/7 on-call with chiefs. Non-labor costs assume ST pays for traction power. See subcontracting list for those functions that will be contracted out.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	Admin	1.0	38,892	38,892	2,000	40,892	13,377	54,269	NVM		Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	Parts Specialist	1.0	46,145	46,145	1,950	48,095	14,019	62,114	NVM	M-F coverage. Work rules will allow for flexibility in work assignments. Without a contracts administrator, LINK will need to purchase contract services from KCM. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Based on 30% drawings which do not contain complete information and details, so estimates will change when design is completed. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Assumes no backfill. Development and management of asset replacement program will be responsibility of ST.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	MMIS Support	1.0	49,298	49,298	2,550	51,848	14,392	66,240	NVM	M-F coverage.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added

Exhibit N4
Documentation of Central Link Direct Labor Costs
King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
Link Facil Maint	Lt. Rail Custodians	3.0	37,793	113,378	5,420	118,798	43,281	162,079	NVM	2 custodians/day, 7 day/wk coverage. Work rules will allow flexibility in work assignments. Adequate tools provided to effectively/efficiently complete maintenance tasks. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Based on 30% drawings which do not contain complete information and details and unknown utilization of O&M building and yard, so estimates will change when design is completed. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Lt. Rail custodians backfill for Facilities maintainers, when needed. Assumes no backfill.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	Facilities Skilled Trade	3.0	49,214	147,642	7,380	155,022	47,691	202,713	NVM	3 shifts/day, each shift covers 5 days/wk for 7 day coverage. Work rules will allow for flexibility in work assignments. Adequate tools, equipment, vehicles are provided to effectively/efficiently complete maintenance tasks. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Based on 30% drawings which do not contain complete information and details, so estimates will change when design is completed. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Haz waste, indust. waste and pollution reduction will be modeled after Metro's program.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added
Link Facil Maint	Facilities Electric	1.0	53,077	53,077	2,650	55,727	16,376	72,103	NVM	1 shift/day, 5 days/wk, 24/7 on-call coverage. Work rules will allow for flexibility in work assignments. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Based on 30% drawings which do not contain complete information and details, so estimates will change when design is completed. Level of activity taken from ST's maintenance matrix. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate.	Annual Wages based on 2088 hour year, benefits based on KC benefit package with FICA and PERS added

Exhibit N4 Documentation of Central Link Direct Labor Costs King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Other Premiums	Overtime & Other	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
Link Facil Maint	Landscapers	3.0	44,725	134,175	6,700		140,875	42,091	182,966	NVM	Work rules will allow for flexibility in work assignments. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Adequate tools, equipment, vehicles are provided to effectively/efficiently complete maintenance tasks. Based on 30% drawings which do not contain complete information and details, so estimates will change when design is completed. Level of activity taken from ST's maintenance matrik. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate. Will not be required to follow County's IPM program. No backfill. One year warranty and maintenance on installation.	
Link Facil Maint	Station Custodians	9.0	37,793	340,135	17,000		357,135	121,732	478,867	NVM	2-shift coverage M-F and 1 shift coverage Sat-Sun for emergency and daily spot cleaning with no backfill for vacations, sick leave, etc, when coverage will be reduced to one or no shifts per day. Assumes this level of coverage meets ST's requirement of clean and graffiti-free. All heavy cleaning will take place on graveyard shift. Work rules will allow for flexibility in work assignments. AC time can only be earned on holidays. Vacations will be distributed throughout the year. Adequate tools, equipment, vehicles are provided to effectively/efficiently complete maintenance tasks. Based on 30% drawings which do not contain complete information and details, so estimates may change when design is completed. 5% overtime is based on KCM's historical experience. Does not include Apprenticeship program. Job requirements will include rail or trades experience where appropriate.	
Link Manager	Link Operation Manager	1.0	105,309	105,309	-		105,309	17,767	123,076	GA	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added	
Link Manager	Admin	1.0	45,916	45,916	-		45,916	13,689	59,615	GA	Annual Wages based on 2088 hour year; benefits based on KC benefit package with FICA and PERS added	
Link Manager	Analyst	1.0	63,997	63,997	-		63,997	15,322	79,319	GA	Responsible for developing annual budgets, monitoring & reporting monthly expenditures, managing invoicing/payments with ST, coordinating reports to ST, and manage on-going budget issues.	
Total - Link Operation												
Rail Supervisors - DSTT - KCM		161.0	8,446,688	527,243			8,973,931	2,755,926	11,734,857			
Subtotal Link Operation		(5.7)	(332,054)	(37,269)			(369,322)	(108,774)	(478,096)			
Rail Supervisors - DSTT - ST		155.3	8,116,634	489,974			8,606,609	2,650,152	11,256,761			
Link Operation less DSTT		(3.8)	(221,369)	(24,846)			(246,215)	(72,516)	(318,731)			
Link Operation less DSTT		151.5	7,895,265	465,129			8,360,394	2,577,636	10,938,030			
Rail Supervisors supporting DSTT - ST		3.8	221,369	24,846			246,215	72,516	318,731			
Rail Supervisors supporting DSTT - KCM		5.7	332,054	37,269			369,322	108,774	478,096			

1. Key:
Vehicle Operations (VO)
Vehicle Maintenance (VM)
Non-Vehicle Maintenance (NVM)

Exhibit N4
Documentation of Central Link Direct Labor Costs
 King County Metro - Estimated Costs

Organization Unit	Position Title	# of FTEs	Average Annual Wages or Salary	Wages or Salaries - Extended	Overtime & Other Premiums	Total Wages & Salaries	Fringe Benefits	Total Labor Cost ²	Function ¹	Assumptions	Cost Formula Description
General Administration (GA)			215,222	215,222	Yes	215,222	46,788	262,010		Yes	
function totals agree with column totals?											

2. Costs in 2003 \$

Exhibit N5
Documentation of Central Link Direct Non-Labor Costs
 King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Assumptions	Description of cost formula
Services	VO	855,700	Security set at \$826,500 per ST will be used to purchase approx. 13,0000 annual hours of security service; \$20,000 for services related to operators and \$9,400 related to non-operators.	Hours of Security estimated based on total budget amount of \$826,500 provided by ST; remaining services based on estimated costs.
Materials & Supplies		-		
Fuel & lubricants	VO	-		
Tires & Tubes	VO	-		
Repair Parts	VO	-		
Other M&S	VO	26,200	Estimated costs for materials and supplies related to link operations	Estimated costs
Utilities:				
Traction Power	VO	-		
Station Power	VO	-		
Other Utilities	VO	-		

**Exhibit N5
Documentation of Central Link Direct Non-Labor Costs**

King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Assumptions	Description of cost formula
Claims Handling & Risk Admin	VO	298,362	Assume purchase of claims handling from King County- similarly to Worker's Compensation. Cost includes increased staffing; PAO charges of \$52k and outside services limited to \$141k for actuarial, appraisals, experts and legal counsel. Assumes that ST will do all policy review and insurance marketing. ST has stated that staffing requirements will be reviewed and can be adjusted if more resources will be used. Similarly, if the use of outside resources exceeds the amount here, ST will provide additional funding.	Estimated claims processing and defense; insurance marketing
Miscellaneous	VO	14,000	Travel and training for operations staff.	Estimated costs
Services	VM	231,800	Estimated contract for operations & maintenance of 67 other ST vehicles from list dated 2/20/03; laundry services for maintenance operation and service center.	Estimated costs including other ST vehicle operations and maintenance
Materials & Supplies				
Fuel & lubricants	VM	18,000	estimated usage	Estimated costs for Oil and Grease
Tires & Tubes	VM	-		
Repair Parts	VM	74,000	estimated consumable parts	Estimated costs

Exhibit N5
Documentation of Central Link Direct Non-Labor Costs
 King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Assumptions	Description of cost formula
Other M&S	VM	153,400	cleaning materials; maintenance/repair supplies; office and miscellaneous supplies	Estimated costs
Utilities:				
Traction Power	VM	-		
Station Power	VM	-		
Other Utilities	VM	-		
Claims Handling & Risk Ad	VM	-		
Miscellaneous	VM	10,000	travel and training for maintenance staff	Estimated costs
Services	NVM	476,851	Based on ST maintenance matrix along with 30% design drawings for ST facilities to estimate size and maintenance requirements; includes costs to clean signage at locations where we provide custodial; assume costs to repair/replace signage will come from ST signage program. Includes costs associated with disposal of materials from catch basins in Beacon Hill tunnel; does not include costs associated with specialized equipment to access materials in the Beacon Hill tunnel.	Estimated contractual costs for custodial and track work; custodial experience;
Materials & Supplies				
Fuel & lubricants	NVM	-		
Tires & Tubes	NVM	-		
Repair Parts	NVM	-		

**Exhibit N5
Documentation of Central Link Direct Non-Labor Costs**

King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Assumptions	Description of cost formula
Other M&S	NVM	122,500	Based on ST maintenance matrix along with 30% design drawings for ST facilities to estimate size and maintenance requirements	Estimated Costs based on actual experience adjusted for estimated size and operation of ST facilities.
Utilities:				
Traction Power	NVM	-		
Station Power	NVM	160,000	Costs based on ST maintenance matrix; actual experience with Transit facilities adjusted for differences in scale. Facilities size based on 30% design drawings which were incomplete.	Current utility costs adjusted for estimated size and operation of facilities.
Other Utilities				
	NVM	579,500	Costs based on ST maintenance matrix; actual experience with Transit facilities adjusted for differences in scale. Facilities size based on 30% design drawings which were incomplete.	Current utility costs adjusted for estimated size and operation of facilities.
Claims Handling & Risk Ad				
Miscellaneous	NVM	54,061	Based on ST maintenance matrix along with 30% design drawings for ST facilities to estimate size and maintenance requirements	Estimated Costs based on actual experience adjusted for estimated size and operation of ST facilities.
Services				
Materials & Supplies	GA	11,000	Equipment lease/rental	Estimated Costs
Fuel & lubricants	GA	-		
Tires & Tubes	GA	-		
Repair Parts	GA	-		

Exhibit N5
Documentation of Central Link Direct Non-Labor Costs
 King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Assumptions	Description of cost formula
Other M&S	GA	9,000	Office supplies; small equipment purchases	Estimated costs
Utilities:				
Traction Power	GA	-		
Station Power	GA	-		
Other Utilities	GA	-		
Claims Handling & Risk Ad	GA	-		
Miscellaneous	GA	12,000	Travel/Training; conferences	Estimated costs

1. Key:
- Vehicle Operations VO
 - Vehicle Maintenance VM
 - Non-Vehicle Maintenance NVM
 - General Administration GA

2. Costs in 2003 \$

Exhibit N6
Documentation of Central Link Shared Costs

King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Source of Cost (org unit)	Basis for Allocation
Operator Wages & Salaries	VO	-		
Other Wages & Salaries	VO	-		
Fringe Benefits	VO	-		
Services	VO	11,426	Scheduling	Estimated costs for ongoing support from Scheduling section.
Materials & Supplies				
Fuel & lubricants	VO	-		
Tires & Tubes	VO	-		
Repair Parts	VO	-		
Other M&S	VO	-		
Utilities:				
Traction Power	VO	-		
Station Power	VO	-		
Other Utilities	VO	-		
Casualty & Liability	VO	-		
Miscellaneous	VO	108,231	Bus System	Estimated 1,000 hours of 'Bridging';
Operator Wages & Salaries	VM	-		
Other Wages & Salaries	VM	-		
Fringe Benefits	VM	-		
Services	VM	92,844	Bus- Vehicle Maintenance;	Estimated system support; assistance with Work Order systems
Materials & Supplies				
Fuel & lubricants	VM	-		
Tires & Tubes	VM	-		
Repair Parts	VM	-		
Other M&S	VM	-		
Utilities:				
Traction Power	VM	-		
Station Power	VM	-		
Other Utilities	VM	-		
Casualty & Liability	VM	-		

Exhibit N6
Documentation of Central Link Shared Costs
 King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Source of Cost (org unit)	Basis for Allocation
Miscellaneous	VM	-		
Operator Wages & Salaries	NVM	-		
Other Wages & Salaries	NVM	-		
Fringe Benefits	NVM	-		
Services	NVM	83,845	Bus-Power & Facilities	environmental, hazmat; compliance and training; certification
Materials & Supplies				
Fuel & lubricants	NVM	-		
Tires & Tubes	NVM	-		
Repair Parts	NVM	-		
Other M&S	NVM	-		
Utilities:				
Traction Power	NVM	-		
Station Power	NVM	-		
Other Utilities	NVM	-		
Casualty & Liability	NVM	-		
Miscellaneous	NVM	-		
Operator Wages & Salaries	GA	-		
Other Wages & Salaries	GA	-		
Fringe Benefits	GA	-		

Exhibit N6
Documentation of Central Link Shared Costs
 King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Source of Cost (org unit)	Basis for Allocation
Services	GA	1,246,356	Services from Bus System as well as King County centralized support functions. Includes Human Resources, Drug & Alcohol Testing, Budget & Finance, Customer Information, Trip Planning Support, Safety Services, Contracting, General Training, Systems Support, KC Finance & Payroll, Prosecuting Attorney, Telecommunications, Bus Pass Subsidy, Network Infrastructure, State Auditor, Ombudsman, Mail Services. Refer to supplemental information provided.	generally based on expenditure levels or FTE counts whichever is either used by King County for developing charges or is most reasonable for this exercise.
Materials & Supplies				
Fuel & lubricants	GA	-		
Tires & Tubes	GA	-		
Repair Parts	GA	-		
Other M&S	GA	-		
Utilities:				
Traction Power	GA	-		
Station Power	GA	-		
Other Utilities	GA	-		
Casualty & Liability	GA	-		
Miscellaneous	GA	-		

1. Key:
 Vehicle Operations VO
 Vehicle Maintenance VM
 Non-Vehicle Maintenance NVM

Exhibit N6
Documentation of Central Link Shared Costs
King County Metro - Estimated Costs

Expense Object	Function ¹	Annual Cost ²	Source of Cost (org unit)	Basis for Allocation
General Administration	GA			

2. Costs in 2003 \$

Definitions for KCM Shared Costs for Central Link O/M Agreement – Detail Assumptions to Support Exhibit N6

SERVICES FROM TRANSIT SYSTEM:

Human Resources – Personnel Files Management \$1,538 (based on # of records)

Manage files in the records room; setting them up; filing; retrieving; copying, etc.

Human Resources – General Employment and HR support \$95,084 (estimated @ 1 FTE)

Provide employment services; handling compensation/classification issues; EEO and ADA concerns; employee relations; FMLA and FLSA management; labor agreement issues; grievances; arbitration support; contract negotiations; implement personnel policies and management support.

Human Resources – Drug and Alcohol Testing \$12,088 (based on staffing plan)

Random drug and alcohol testing. Same formula as for the other safety sensitive positions (50% random; 10% of those also have alcohol testing); for cause and accident testing.

Transit – Budget and Finance \$21,663 (based on estimated work)

Cost for managing the budget process, providing reporting, managing financial aspects of organization.

Transit - General & Administrative \$49,021 (based on estimate)

Miscellaneous costs such as APTA committees/conferences, WSTA functions, executive communications, dues, rent, incentive awards, photocopying, books and publications.

Sales/ Customer Services: Customer Information/Rider Alerts \$30,841 (based on estimated work)

Produce riders alerts, maps and other service related items. Maintain customer information at all stations including posting system maps. Produce, install and maintain customer information that supports intersystem travel.

Sales/Customer Services: Information/Trip Planning Systems \$62,189 (estimated @ 1 FTE)

Provide rider information and trip planning support; maintain automated customer information systems 24/7.

Safety Officer and support services \$99,372 (estimated @ 1 FTE)

Provide safety program services on a 24/7 basis including program administration, accident and incident investigation and review, hazard analysis and resolution, safety training and audit.

Contracting Support: \$44,653 (estimated @ .5FTE)

Provides support to Central Link system to develop contract specifications, solicit bids the defined work and select the appropriate provider; ensure that appropriate federal and local requirements are included in procurement and contract documents.

General Training for Link staff: \$5,000 (estimate)

Training for Link manager, supervisors and chiefs on general management practices and techniques including topics such as Sexual Harrassment, Performance Management, Leadership. Provide training to Link staff on computers, software and other general topics.

MITT-Systems support: \$179,482 (estimated @ 2FTEs)

Provide ongoing programming support for key systems such as Hastus and OSS. Ongoing costs and support for desktop network systems such as Alteris, Zen network management, Innoculate virus protection and DIR XML to link Novell with the KC Microsoft Directory are also included. Provide Local Area Network support including Help Desk, management of desktop tools, network infrastructure and desktop computer and printer support.

Operating System Support (OSS, M4, P&F): \$92,844 (estimated costs)

Provide 24/7 support to system users including hands on training and problem solving.

Hazmat/Env Compliance/Occupational Training & Certifications: \$83,845 (estimate)

Provide ongoing services related to hazardous materials handling and disposal, environmental compliance testing and reporting, recycling and waste management support, and occupational training and obtain certifications for program components. Includes labor costs associated with cleaning, monitoring and evaluating catch basins in the Beacon Hill tunnel

Emergency Bridging: \$108,231 (estimate)

Provide emergency 'bridging' services for up to 1,000 hours annually. Bridging would occur in situations where it is necessary to bring buses in to move passengers between segments of the light rail line.

Scheduling: \$11,426 (estimate)

Provide support for the Central Link operation in the HASTUS system as well as scheduling special services and reporting on service.

Definitions for KC Shared Costs for O/M Agreement – Detail to support Exhibit F6

SERVICES FROM KING COUNTY CENTRAL SERVICES:

Finance \$271,794 Payroll/Retirement based on FTES; A/P, A/R based on % of expenses until transactions are available

Comprised of services provided by KC Central Finance Division. Services include:

- 1) administration and management of payroll system that includes the People Soft payroll system; operations and maintenance of system to pay employees; reporting to state retirement systems (based on \$1,200 per employee per year);
- 2) administration and management of financial systems including account payable, accounts receivable and general accounting; responsible for accurate reporting of financial transactions and preparation of external reporting such as Comprehensive Annual Financial Report; work with auditors to ensure that internal controls are appropriate. Costs can transition to using transactions following the first full year of operation of Central Link provided that transactions are easily identified.

Prosecuting Attorney - \$30K (estimate)

Covers costs associated with employment claims and general litigation, contract review, arbitration support and other services as needed. Risk related claims are not included in this estimate.

Phones - \$111,111 based on non-operator FTEs

Costs of phone/voice mail/cell phones/pagers and changes that occur such as new numbers, switching offices, moving lines. Services are 24/7 and this assumes that the Central Link staff are part of the County's system. Assumes a separate standalone system at the O/M Facility. This is a contracted service. Capital costs are incurred by KC when the system is installed. Capital costs are recovered through the O&M charge which also includes a provision for system replacement. Cost per non-operator FTE is \$1,000.

HR/Bus Passes - \$98,400 based on FTEs

Pays for the bus passes (\$61 for KCM services; \$79 for other systems) for each employee. This is the flex pass program similar to other agencies. Assumption is that each employee would have the same trip patterns and the passes should be the same. Cost per employee is \$ 140 x 161 = \$22,540.

Pay for general King County Human Resources support including administration of central programs such as Employee Assistance, Health & Wellness, Training and Organization Development, policy development and labor relations including contract negotiations, grievance resolution and arbitration. Does not include dedicated support for labor negotiations – any such support would be incremental. Cost for these services is \$475.50 per FTE.

Infrastructure - \$120,640 based on non-operator FTEs

This service includes the connection and ongoing operation and maintenance for the King County Wide Area Network. Capital costs incurred for the connection are recovered through the rate along with a provision for system replacement. This service also includes connection, operating and maintenance for the King County e-mail system. Assumes that King County systems will be used at the O/M Facility enabling easy connection to existing systems being used by staff to provide support to the Central Link operation. The cost per FTE is \$754.

Mail Services etc.: \$14,541 based on % of expense

Services including Mail delivery at the Central Link O/M facility, state auditor costs, and King County Ombudsman. Represents .1% of direct expenditures.

- Notes:**
1. Services from Transit include related allocated costs.
 2. King County Service costs are based on 2003 budgeted rates.
 3. A limited set of King County Services have been included. Those services that are not expected to be used by the Central Link operation (e.g. GIS, OIRM) have not been included.
 4. King County General Government Overhead is excluded.

**King County Metro Transit
Downtown Seattle Transit Tunnel (DSTT)
Detail to support Exhibit N3-C**

Item	Total	0.4		0.6	
		ST Share	KCM Share	ST Share	KCM Share
Power & Facilities					
<i>Allocation of 'Current Costs'</i>					
Current Tunnel Cost P&F	\$ 2,412,645				
Less CPS costs	\$ (289,518)				
Current Tunnel less CPS	\$ 2,123,127	\$ 849,251	\$ 1,273,876		
CPS	\$ 289,518	\$ 49,218	\$ 240,300		
<i>Longer Hours</i>					
Incremental Staffing Costs	\$ 274,350	\$ 109,740	\$ 164,610		
Overtime & Fringe	\$ 31,250	\$ 12,500	\$ 18,750		
Utilities	\$ 158,125	\$ 63,250	\$ 94,875		
Escalator/Elevator - increment	\$ 25,000	\$ 10,000	\$ 15,000		
Total	\$ 2,901,370	\$ 1,093,959	\$ 1,807,411		
Security- 2003 Budget					
Tunnel MPAs- 2003 Adopted Budget	\$ 1,108,355	\$ 443,342	\$ 665,013		
Additional MPAs at Entrances	\$ 300,000	\$ 120,000	\$ 180,000		
Extended Hours - Tunnel Operation	\$ 1,245,853	\$ 498,341	\$ 747,512		
Total	\$ 2,654,208	\$ 1,061,683	\$ 1,592,525		
Tunnel Controllers	\$ 756,205	\$ 283,577	\$ 472,628		
Rail Supervisors	\$ 796,827	\$ 318,731	\$ 478,096		
Allocated Costs (on 40%)	\$ 8,782	\$ 8,782	\$ -		
TOTAL SHARED COSTS	\$ 7,117,392	\$ 2,766,732	\$ 4,350,660		

Notes:

Annual hours of tunnel operation increase approx. 88% to 7,644 (21/day).

Assume continuation of current security force deployment.

Costs for security guards when tunnel closed are not currently included.

Utility costs grow less than tunnel hour growth because many utilities operate 24/7 currently.

Allocated costs reflect the incremental changes for all elements of tunnel support (including staffing, worker's comp, expense and related allocated costs)

This estimate does not include ST's share of property insurance premiums.

**Sound Transit LINK Paratransit Expense Allocation Worksheet
Supplement to Exhibit N3-C**

ACCESS Operating Expense (1)	Total % Rides (2003) (A)	Annual Ride Est. (B)	Annual Metro Costs for Paratransit Service Delivery (C)	Annual Cost (D)	Avg. Cost/Ride (E)	Annual Sound Transit Cost (F) @ 50% of Annual
	5.56%	55,853	\$ 31,596,755	\$ 1,756,780	\$ 31.45	\$ 878,390

Certification/Registration (2)	Total % Clients (G)	Annual Client Est. (H)	Annual Metro Costs for Rider Registration (I)	Annual Cost (J)	Avg. Cost/Client (K)	Annual Sound Transit Cost (L)
	9.24%	2,609	\$ 1,141,085	\$ 105,436	\$ 40.41	\$ 52,718

Total Annual Sound Transit Cost

NOTE: Estimates exclude Taxi Scrip rides and costs and Bus Travel Training program costs

\$ 931,108

<p>(A) Taken from prior year's data; may require an estimate in future years depending on the timing for rate negotiations. Percent is calculated by dividing the number of ACCESS rides provided within 3/4 mile corridor defined by the route of LINK Light Rail, including around the termini by the total number of ACCESS rides delivered by King County</p>	<p>(B) Calculated by multiplying the projected rides for the coming year from the County budget process by the % that are Sound Transit paratransit rides (A)</p>	<p>(C) Taken from King County proposed/approved budget</p>	<p>(D) Multiply percent of rides in Sound Transit paratransit corridor (A) times budgeted ACCESS operating cost (C)</p>	<p>(E) Divide Annual Cost (D) by Annual Ride Est. (B)</p>	<p>(F) Multiply Annual Cost (D) by 50% for Sound Transit share.</p>
<p>(G) Taken from prior year's data; may require an estimate in future years depending on the timing for rate negotiations. Percent is calculated by dividing the number of persons registered for ACCESS Transportation who live within the Sound Transit paratransit corridor by the total number of people registered in the County.</p>	<p>(H) Calculated by multiplying the projected number of persons registered for ACCESS Transportation at the end of the year by the % that live inside the Sound Transit paratransit service area (G)</p>	<p>(I) Taken from King County proposed/approved budget</p>	<p>(J) Multiply percent of riders in Sound Transit corridor (G) times budgeted Registration cost (I)</p>	<p>(K) Divide Annual Cost (J) by Annual Client Est. living in Sound Transit corridor (H)</p>	<p>(L) Multiply Annual Cost (J) by 50% for Sound Transit share.</p>

(1) Budget - The ACCESS Transportation budget is prepared annually based on estimated ridership and productivity for the following year. The cost is governed by contract rates that are established during procurement. Contract rates allow for increases or decreases in demand and for distribution of vehicle service hours among the vendors.

(2) Certification and Registration - Includes County staff and contractor costs to do in-person functional assessments. It also includes bus travel training and rider information costs. All costs are prorated based on the percent of people registered to receive ACCESS Transportation services who live within the Sound Transit paratransit corridor.

Five Year Cost Estimate

YOES\$ Expansion of Baseline Central link costs and Total County Costs

Assumes PSD is July 2009

	Seattle CPI-U	Central Link only (KCM portion) ¹	Total County Costs ²
Baseline (2003\$)	194.6	16,090,243	19,787,826
YOES\$ conversion:			
2009	228.6	9,450,541	11,622,301
2010	234.6	19,398,313	23,856,099
2011	240.7	19,901,857	24,475,360
2012	247.0	20,419,339	25,111,760
2013	253.6	20,970,661	25,789,778
2014	260.7	10,778,920	13,255,946
Five year total		100,919,630	124,111,245

¹ Refer to Section 22.1.2 Baseline Cost Projections

² Includes cost estimates for DSTT and paratransit

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

EXHIBIT O:
FEDERAL TRANSIT ADMINISTRATION
PROVISIONS

EXHIBIT O: FEDERAL TRANSIT ADMINISTRATION PROVISIONS

1. Applicability of Federal Grant Contract

This Agreement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which financial assistance contracts incorporate the current FTA Master Agreement and Circular 4220.1D as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%).

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The County shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions incorporated into this agreement.

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 County 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. The County shall comply with all such requirements.

Any changes to the FTA Master Agreement or the FTA Circular 4220.1D, dated April 15, 1996, as amended, that are applicable to this Agreement may be made a part of this agreement through an amendment hereto executed by Sound Transit and the County. Copies of the FTA Master Agreement are available from Sound Transit.

2. Federal Funding Limitation

The County understands that a portion of the funds to pay for its 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 under this Agreement. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the County's services. In this event, the Agreement will be terminated for convenience in accordance with Section 30 of this Agreement.

3. Recovered Materials

The County 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.

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

4. Energy Conservation

The County 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.

5. Clean Water

- A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, et seq. The County 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.
- B. The County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. Clean Air

- A. The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The County 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.
- B. The County also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. Federal Lobbying Restrictions

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

contract, grant, loan, or cooperative agreement. The County and any subcontractors that at any time apply or bid for a contract 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 Federally 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 shall be provided on Standard Form SF-LLL "Disclosure of Lobbying Activities". The County shall include the language of the certification in all lower tier subcontracts, which exceed \$100,000, and require that all such subcontractors certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the County, who is in turn responsible for keeping the certification forms of subcontractors. Further, by executing the Agreement, the County agrees to comply with these laws and regulations.

B. The County and any subcontractor shall file a disclosure form (SF-LLL) at the end of each calendar quarter in which there occurs any event that requires disclosure (as described in Subsection (A) above) or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:

1. 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
2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

8. Program Fraud and False or Fraudulent Statements or Related Acts

A. The County 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 this Agreement, the County 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 this Agreement or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, the County 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 County to the extent the Federal Government deems appropriate.

- B. The County 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 County, to the extent the Federal Government deems appropriate.
- C. The County 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.

9. Civil Rights

A. 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 County agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the County agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

1. 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 County 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. The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

2. 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 County agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

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

4. The County also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

C. Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

10. Certification Regarding Debarment, Suspension and Other Matters

- A. Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Agreement. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, the County and any subcontractor with a contract that exceeds \$100,000 shall complete and submit, as part of the execution of this Agreement or, in the case of a subcontractor, as part of its Bid, the certification form, contained in these documents, for itself, its principals and its subcontractor(s) for any subcontract in excess of \$100,000. The inability of a contractor to provide a certification will not necessarily result in denial of consideration for contract award. A contractor that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation may disqualify the contractor from participation under this Agreement. Sound Transit, in conjunction with FTA, will consider the

certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

B. The certification is a material representation of fact upon which reliance is placed in determining to enter into this Agreement and any subsequent determination of award of a subcontract. If at any time the County learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Sound Transit. If it is later determined that the County knowingly rendered an erroneous certification, or failed to notify Sound Transit immediately of circumstances which made the original certification no longer valid, Sound Transit may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

C. Subcontractors' Certification Regarding Debarment Suspension Or Ineligibility:

1. The County shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the federally required certification.

2. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the federally required certification.

11. Contract Work Hours and Safety Standards Act

A. Overtime

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

B. Violation

In the event of any violation of the clause set forth in paragraph (A) of this section the county or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the County or its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for Unpaid Wages

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

D. Subcontracts

The County or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The County shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

E. Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the County during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

12. No Government Obligations to Third Parties

The County agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party consultant, or any other person not a party to the Grant Agreement in connection with the construction and operation of Central Link. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party consultant.

13. Privacy

- A. Should the County, or any of its subcontractors, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.
- B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any contractor, third-party contractor, subcontractor, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this Agreement subject to termination.
- C. The County agrees to include this clause in all subcontracts awarded under this Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

14. Transit Employee Protective Act

A. General Transit Employee Protective Requirements

To the extent that FTA determines that transit operations are involved, the County agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to Sound Transit's project from which Federal assistance is provided to support work on the underlying Agreement. The County agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (A), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) below.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, the County agrees to carry out the relevant Work in compliance with the terms and conditions determined by the

U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The County agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.

Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

**EXHIBIT P:
DESIGNATED REPRESENTATIVES**

EXHIBIT P: DESIGNATED REPRESENTATIVES

King County Metro Transit

Rick Walsh
General Manager, Transit
King County DOT
201 S Jackson St Rm. 415
Seattle, WA 98104-3856
Telephone: 206-684-1619
Fax: 206-684-1778
Mobile:

Central Link Light Rail

Charles Joseph
Operations and Maintenance Manager
Sound Transit
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Intergovernmental Agreement
Between
Sound Transit and King County
For the Operations and Maintenance
Of
Central Link Light Rail

EXHIBIT Q:
RISK MANAGEMENT AND CLAIMS
DURING START-UP PERIOD

EXHIBIT Q: RISK MANAGEMENT AND CLAIMS DURING START-UP PERIOD

1.0 Defense and Indemnity

Sound Transit shall defend, indemnify, and hold harmless the County, its officers, employees, agents and contractors from Claims arising from or related to an act or omission in the provision of Link Functions prior to the PSD (hereinafter "Start-Up Link Functions"). Said claims are herein referred to as "Start-Up Claims." Start-Up Claims include but are not limited to Employment Practice Claims and Third Party Claims but exclude Workers' Compensation Claims. Sound Transit agrees that its obligations under this subparagraph include and extend to any Start-Up Claims brought by or on behalf of any of its employees, or agents. For this purpose, Sound Transit, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such Start-Up Claims under the Industrial Insurance provisions of Title 51 RCW. In addition the County shall be entitled to recover from Sound Transit fees and costs incurred to enforce the provisions of this section.

2.0 Contract Provisions

In the event the County or Sound Transit enters into a contract with a Third Party to perform Start-Up Link Functions, both Parties agree that the contract shall require:

- A. that the contractor defend, indemnify and hold harmless both Sound Transit and the County and their respective officials and employees against any liability arising out of the contractor's acts and omissions
- B. that the contractor be required to obtain insurance coverages, as typically required by the Party for such contracts, naming both Sound Transit and the County as additional named insureds.

3.0 Start-Up Claims Administration

Exclusive of Workers Compensation, Sound Transit shall investigate, respond to, tender responsibility to contractors and/or insurance carriers if appropriate, adjust, and pay any settlement or adjudicated amount due for Start-Up Claims, at its sole expense, through its SIR, OCIP or other funding mechanisms.

4.0 Inclusion in Sound Transit's Insurance Program

4.1 OCIP, Generally

Sound Transit has established an Owner Controlled Insurance Program ("OCIP") that includes Start-Up Functions. Said OCIP includes both (1) a self-insured retention ("SIR") and (2) insurance coverages. Sound Transit agrees to add the County as a Named Insured to all OCIP policies of insurance except Professional Liability. Sound Transit agrees to add all County contractors performing Start-Up Functions as an enrollee to the Sound Transit OCIP program. Said policies shall provide protection to the County and its contractors for acts and/or omissions of King County and its officials, employees and contractors. Sound Transit shall fully fund and pay for SIR provisions. Liability on the part of the County and its officials, employees and contractors of any tier for damages shall first be satisfied by the SIR and insurance coverages of the OCIP. Liability for damages in excess of insured amounts shall be the sole responsibility of Sound Transit.

4.2 Sound Transit's Expense

Sound Transit, at its sole expense through its OCIP, shall provide at a minimum the insurance coverages described below, and cause to be added to said coverages, as Named Insureds, except as noted above, the County, its officials, employees and contractors of any tier. Said coverages shall not exclude or limit Claims made by the County, as a Named Insured, against other covered parties including but not limited to Sound Transit, its contractors of any tier or a County contractor.

4.3 Coverage

The parties acknowledge that insurance markets change and that insurance in the amounts described in this section may not be available in the future. The parties agree that the limits of insurance herein, at the discretion of the Risk Managers of King County and Sound Transit, may be reviewed and adjusted within ninety (90) Calendar Days of the expiration of each project policy. Any adjustment in limits must be agreed to by the County. Adjustment, if any, to insurance premiums shall be the sole responsibility of Sound Transit.

A. Commercial General Liability

Coverage is written on an "occurrence" basis with the standard Insurance Service Office (ISO) 1998 or equivalent coverage form. The policy includes premises and operations coverage, and completed operations coverage extending for at least 3 years after the completion of the Closure Period Construction Work. This policy also covers employer's liability, or Washington "stop-gap" liability, personal injury liability, and contractual coverage for liability assumed under an "insured" contract as defined by the insurance policy.

The policy shall not contain exclusions for broad form property damage or for the hazards commonly known as "explosion, collapse, and underground (XCU)." Directors, officers and employees shall be insured under the policy, and policy terms shall include "Separation of Insureds" as defined by the standard ISO policy form.

Minimum Policy limits are:

Not less than \$2,000,000 - each occurrence - bodily injury and property damage

Not less than \$2,000,000 - each occurrence - personal injury

Not less than \$2,000,000 - each occurrence – employers liability

This Commercial General Liability policy will be primary insurance for claims arising from this Contract, and non-contributing with respect to any other insurance carried by the County and its officials, employees and contractors of any tier. Such policies shall include coverage for Start-Up Functions.

B. Excess Liability

Excess liability insurance consists of a combination of layered placements, which provide excess liability coverage to the Commercial General Liability insurance described above.

Minimum policy limits are:
Not less than \$100,000,000 – per occurrence
Not less than \$100,000,000 – annual aggregate

C. Environmental / Pollution Liability

One or more policies shall provide coverage for claims from third parties for bodily injury, property damage, and for offsite clean up costs caused by “pollution conditions” as defined by the insurance policies including liability arising from Sound Transit’s employees and contractors of any tier and the County and its officials, employees and contractors of any tier. Such policies shall include coverage for on-site pollution clean-up costs caused by sudden and accidental pollution conditions.

Policy limits are:
Not less than \$50,000,000 – per occurrence
Not less than \$50,000,000 – policy aggregate

D. Professional Liability

Coverage shall be written on a “Claims Made” basis that includes Professional Liability with an extension for Pollution related specifically to Professional Liability. The policy shall contain an extended reporting period of ten (10) years. Coverage shall be provided for Sound Transit’s employees and contractors of any tier and the County and its officials, employees and contractors of any tier. Sound Transit shall provide an “Owners Endorsement” to include King County.

Policy limits are:
Not less than \$50,000,000 - per claim
Not less than \$50,000,000 - policy aggregate

E. Railroad Protective Liability

Coverage shall be written on an industry standard Railroad Protective Liability (RRP) “occurrence” coverage form, and name Sound Transit and the County as insured for all construction operations performed by Sound Transit’s employees and contractors of any tier and the County and its officials, employees and contractors of any tier, who will be designated on this Railroad Protection policy.

Policy limits are:
\$ 5,000,000 - per occurrence
\$10,000,000 - policy aggregate

4.4 Certificates

Sound Transit will provide the County with appropriate certificates evidencing the insurance coverage described in the OCIP. The actual insurance policies will be available for inspection at Sound Transit's office at Union Station, 401 South Jackson Street, Seattle, WA 98104-2826.

4.5 Exclusions from OCIP

The County and Sound Transit shall each maintain and require their contractors of any tier to provide the following minimum coverages, which are not included in the OCIP.

A. Automobile Liability Insurance

\$1,000,000 combined single limit for bodily injury and property damage per occurrence for owned, non-owned, and hired vehicles.

B. Workers Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

County employees will be required to use Sound Transit vehicles or public transportation when performing Work. Before the Parties commence Start-Up, they will develop policies for liability claims arising from the use of vehicles by County employees performing Work during the Start-Up Period.

4.6 Sound Transit's Liability

For clarification, the Parties acknowledge that to the extent Start-Up Claims fall within the OCIP program, all SIR's and Claims in excess of the OCIP program limits shall be adjusted and funded by Sound Transit and not by the County or the Link Risk Fund. To the extent Start-Up Claims are not insured under the OCIP program, such Claims shall be adjusted and funded solely by Sound Transit.

4.7 Cooperation

The County shall cooperate with Sound Transit or its authorized representative with regard to administration and operation of the OCIP. The County's contractors of any tier shall be enrolled into the OCIP and shall be provided the OCIP Insurance Manual.

4.8 Modification of OCIP

While it is Sound Transit's current intent to maintain the OCIP to cover Claims through the Start-Up Period, Sound Transit reserves the right to terminate or modify the OCIP or any portion thereof. To exercise this option, Sound Transit must provide sixty (60) Calendar Days advance written notice to its contractors and the County. Upon receipt of such notice, the contractors and the County shall immediately notify their subcontractors and obtain replacement insurance coverage as required above. The actual auditable cost of such approved replacement insurance shall be reimbursed by Sound Transit. Contractors and the County shall provide written evidence of such replacement insurance to Sound Transit prior to the actual termination date of the OCIP.

4.9 Exclusions from OCIP

Notwithstanding other provisions of this Section, Sound Transit reserves the right to exclude any person or entity other than the County from the OCIP. Any such exclusion will be at Sound Transit's sole discretion. Any contractors excluded from the OCIP will be required to provide

insurance coverage as required by Sound Transit and the County. The actual auditable cost of such insurance will be reimbursed by Sound Transit.

4.10 Waiver of Subrogation

Sound Transit shall waive with respect to its payments and costs, and shall cause the underwriters of insurance policies described above to waive any subrogation of claims arising from the County's acts or omissions under this Agreement, which Sound Transit may have against the County for any loss, including personal injury, bodily injury, death, and property damage, including loss of use thereof, to the extent covered by SIR and insurance as described herein, and occurring in the course of or in any way related to the County's acts or omissions under this Agreement.

4.11 No Payment by County

Claims or incidents covered under OCIP will not require the payment of deductibles, self-insured retentions, or defense expenses by the County and its officials, employees and contractors of any tier.

4.12 OCIP as Primary Insurance

The coverages provided by the OCIP, including associated deductibles or self-insured retentions, shall be primary to any insurance maintained by the County or its contractors whose policies shall not contribute with or benefit Sound Transit or its contractors of any tier in any way.

4.13 County's Duties

The County shall:

- A. Not violate or knowingly permit violation of any conditions of the policies of insurance, and shall at all times satisfy the requirements of the insurance companies issuing them.
- B. Agree to bind affirmatively its contractors to the provisions of this Agreement, including the provisions of the OCIP.
- C. Notify Sound Transit during the course of Start-Up Functions, in advance of the County's intent to award any consultant contract related to Start-Up Functions.. It is Sound Transit's intent to enroll all County and Sound Transit contractors into the OCIP. Each contractor shall exclude costs for insurance from its bid or proposal that would duplicate or provide similar coverage to any of the insurance coverages in the OCIP.

4.14 Sound Transit's Costs

The cost of the premiums for insurance provided under the OCIP will be paid by Sound Transit, and Sound Transit will receive and pay, as the case may be, all adjustments in such costs, whether by way of dividends, audits, or otherwise.

4.15 Broker

The County recognizes and agrees that, as respects the OCIP coverages provided herein, Willis Seattle is the Broker of Record; that Sound Transit's contractors of any tier and the County have the affirmative obligation and right to notify and request correction of any insurance deficiencies, omissions or errors to Willis Seattle.

4.16 Consequential Damages

The OCIP coverage will include coverage for consequential damages.

4.17 Location of Work - Coverage

The Start-Up Functions undertaken on behalf of Sound Transit and the County, their officials and employees by any contractors of any tier performed under this Agreement are covered by the OCIP regardless of the location where the Work is performed.

4.18 Limitations

The OCIP provided by Sound Transit is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Sound Transit, its contractors of any tier under their contracts or imposed by applicable laws or regulations.