



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Cyndy Knighton, Senior Program Manager**  
**Brittany Robinson, Grant Analyst**  
CC: **Mayor Allan Ekberg**  
DATE: **May 7, 2021**  
SUBJECT: **West Valley Highway/Longacres Way Project**  
**Project No. 99410410**  
**Sound Transit System Access Fund Grant Award and Acceptance**

### **ISSUE**

Formal acceptance of a Sound Transit System Access Fund grant in the amount of \$2,064,000 for the West Valley Highway/Longacres Way Project and authorization to enter into the attached agreement with Sound Transit.

### **BACKGROUND**

In September 2019, the Sound Transit Board awarded, for the first time in the agency's history, grants to local governments for projects aimed at improving safe and convenient access to Sound Transit services. The grants are part of the Sound Transit 3 (ST3) System Plan. Tukwila submitted for two grants and both were successful with partial awards. The first award of \$369,000 was for the S 152<sup>nd</sup> St Safe Routes to School Residential Project. This West Valley Highway award is the second to be brought forward for formal acceptance.

The System Access Funds grant award will construct a two-way cycle track along Longacres Way from West Valley Highway to Tukwila Station. Additional project features focus on elements promoting pedestrian mobility and safety, including a Rectangular Rapid Flashing Beacon (RRFB) at the Interurban Trail, illumination along Longacres Way, and a High Intensity Activated Crosswalk (HAWK) signal across West Valley Highway.

### **DISCUSSION**

This System Access Funds grant award is exclusively for the construction phase of the West Valley Highway/Longacres Way Project. The Sound Transit Board requires that the final construction plans, engineer's estimate, and SEPA approval date be included in the attachments to the grant agreement before it will be approved. The design and cost estimate for West Valley improvements are at the draft 100% level and are currently being finalized.

Staff is requesting that Council accept the System Access Fund grant and authorize the Mayor to sign the agreement once the design and environmental approvals have been completed. After the Mayor has signed the agreement, it will be submitted to Sound Transit for their Board approval.

### **FINANCIAL IMPACT**

Sound Transit is awarding the City \$2,064,000 through the System Access Funds grant for the West Valley Hwy/Longacres improvements. This grant does not require any local City match however, this grant can be used as part of the match requirements for the Transportation Improvement Board grant, which is funding the West Valley Highway Project. Attached is a revised CIP page that shows the additional grant funding, as well as the increase in the project expenditures. A budget amendment will be needed to reflect the increase in revenue and expenditures, but the City's portion of funding remains unchanged.

### **RECOMMENDATION**

Council is being asked to formally accept the Sound Transit System Access Fund grant for the West Valley Highway/Longacres Way project in the amount of \$2,064,000, approve the attached agreement and consider this item on the Consent Agenda at the May 17, 2021 Regular Meeting.

Attachments: Revised CIP Page  
System Access Fund Project Agreement  
Sound Transit Motion No. M2019-97

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

**DESCRIPTION:** Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Tukwila Urban Center Pedestrian Bridge. Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Wy S.

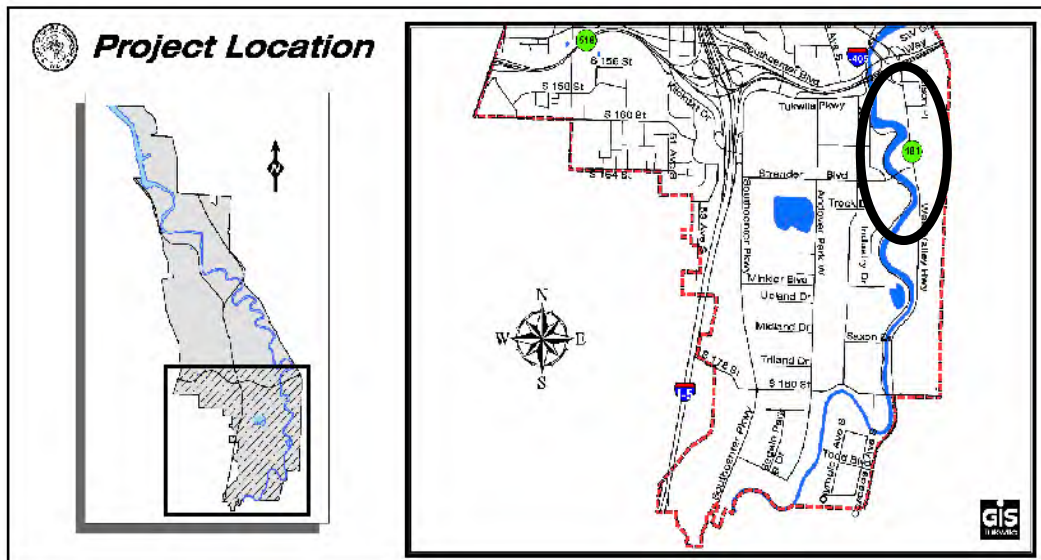
**JUSTIFICATION:** Safety and capacity items need completion. Portions have been completed by development.

**STATUS:** Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section.

**MAINT. IMPACT:** Reduced maintenance.

**COMMENT:** Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St), State Transportation Improvement Board grant of \$2.4m for 2018/2020, and Sound Transit SAF grant for \$2.06m for construction along Longacres Way.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	130	455	216							801
Land (R/W)	9									9
Const. Mgmt.			465							465
Construction			4,355							4,355
<b>TOTAL EXPENSES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>
<b>FUND SOURCES</b>										
Awarded TIB Grant	40	240	2,154							2,434
Awarded CMAQ Grant	89	96								185
Awarded SAF Grant			2,060							2,060
Mitigation										0
Traffic Impact Fees	577	(59)	89							607
City Oper. Revenue	(567)	178	733	0	0	0	0	0	0	344
<b>TOTAL SOURCES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>



**SYSTEM ACCESS FUND PROJECT AGREEMENT**

**BETWEEN THE CITY OF TUKWILA AND THE CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY FOR**

**TUKWILA STATION NON-MOTORIZED CONNECTIVITY & SAFETY**

**GA 0188-20**

This Agreement, made and entered into on \_\_\_\_\_, between the City of Tukwila (hereinafter "City"), and the Central Puget Sound Regional Transit Authority, (hereinafter "Sound Transit");

WHEREAS, the Sound Transit 3 ("ST3") high capacity transit system expansion plan was approved by the voters in November 2016 and includes a \$100 million System Access Program to "fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services;"

WHEREAS, Sound Transit opened the System Access Fund 2019 Call for Projects in February 2019 and subsequently evaluated applications from local governments against evaluation criteria identified by the Sound Transit Executive Committee;

WHEREAS, at the conclusion of the public comment period and online open house in August 2019, the Sound Transit Board of Directors approved 30 applications from 27 local governments on September 26, 2019;

WHEREAS, Sound Transit and the City have a joint interest in delivering on components of the Tukwila Station Non-Motorized Connectivity and Safety Project, (hereinafter the "Project"), which was duly approved by the Sound Transit Board as part of the System Access Program by virtue of M2019-97;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

**1. GENERAL**

1.1. Purpose. The intent of this Agreement is to establish the terms and conditions for the eligible work to be performed for the Project during the duration of this Agreement. Attached hereto as **Exhibit A**, is the Scope of Work and Deliverables, which outlines the activities, products and general capital improvements eligible for funding by Sound Transit, as presented to Sound Transit in the City's application for Project funding. Funds may be expended on eligible elements listed in **Exhibit A** up to the not to exceed amount outlined in Section 1.2 below.

1.2. Agreement Not-to-Exceed Amount. The total amount of the Agreement shall not exceed \$2,064,000. No payments will be made in excess of the established not-to-exceed amount according to the Project Description outlined in Section 2.1 below.

The funding amount provided by Sound Transit does not include federal funding.

## 2. PROJECT DESCRIPTION

2.1. The Project elements include 1) a rapid rectangular flash beacon on Longacres Way at Interurban Trail, 2) pedestrian and bicycle improvements on Longacres Way from Tukwila Station to SR 181, and 3) a pedestrian signal on SR 181 near the pedestrian-bicycle bridge, as identified in Exhibit A, Scope of Work and Deliverables. Sound Transit funding will support one Phase:

2.1.1. Construction Phase. The City will construct the Project. To be reimbursed for the Construction Phase, the City must provide the following: 1) **Exhibit B**, Final Design Plans, 2) **Exhibit C**, Project Funding Plan; 2) **Exhibit D**, Funding Certification Letter for the Construction Phase; 3) **Exhibit E**, Project Schedule; 4) **Exhibit F**, Environmental Review Certification; 5) **Exhibit G**, ROW Certification; 6) **Exhibit H**, Engineer's Estimate

## 3. PROJECT MANAGEMENT

3.1. Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

CITY

SOUND TRANSIT

Alex Krieg  
Deputy Director, Planning & Integration  
401 S Jackson St  
Seattle WA 98104  
206-903-7663  
Alex.Krieg@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

3.2. Reporting Requirements. The City is required to submit a Quarterly Progress Report to Sound Transit's Designated Representative to include the below elements (**Exhibit I**: Template for

Reporting Requirements). The report may include supporting documentation (photos, City documentation, financial information, etc.).

3.2.1. Project Update. Status of major activities in the reporting period, both current and upcoming.

3.2.2. Assessment of on-going risks. The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.

3.2.3. Project Funding. Summary of expenditures during reporting period, and expected expenditures in the subsequent reporting period.

3.3. Eligible Costs. Eligible costs include actual costs identified in **Exhibit A**, Scope of Work and Deliverables.

3.4. Additional Project Funding. The Not-to-Exceed funding amount in Paragraph 1.2 represents approximately thirteen percent (13%) of the total Project cost. The City is responsible for obtaining the balance of the Project funding described in the Funding Plan attached as **Exhibit B**.

3.5. Project Schedule. The parties agree to the project schedule identified in **Exhibit E**, Project Schedule. The City shall complete all work and deliverables of the Project before one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise mutually agreed in writing by both Parties. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its quarterly reporting requirements.

3.6. City Work. The City is solely responsible for the environmental review, design, permitting, construction, project and construction management of all applicable Project elements including, but not limited to, procurement and construction administration. The City is responsible for all costs relating to the operations or maintenance of service and capital improvements related to the Project upon its completion. The City will be the owner of the completed Project. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this Agreement.

3.7. Signage. Any identification signage that is used during the Project shall identify Sound Transit as a funding partner.

3.8. Project Closeout. Before payment of the final invoice, the City and Sound Transit will meet to ensure final deliverables are complete per **Exhibit A**, Scope of Work and Deliverables.

#### 4. INVOICING

4.1. The City will submit quarterly invoices and supporting documentation that align with the Scope of Work and Deliverables for payment (See **Exhibit J**, Invoice Template). The invoices must include the Sound Transit purchase order number provided by Sound Transit.

4.2. The City will submit its invoices with the required documentation, in two .pdf files, via email to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org). Invoices will be paid within thirty (30) calendar days

of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.

- 4.3. The City agrees that within forty-five (45) calendar days of the City's acceptance of work for each phase to submit a final (closing) invoice for that Phase.
- 4.4. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination within fifteen (15) calendar days of receipt of invoice and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

## 5. TERM, SUSPENSION, AND TERMINATION

- 5.1. Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive calendar days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 5.2. Termination by Sound Transit. Sound Transit may terminate this Agreement by written notice under the following circumstances:
  - 5.2.1. If work as defined in **Exhibit A** is not completed by one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise agreed to by the Parties.
  - 5.2.2. If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Section 5.2, the City shall reimburse Sound Transit the full amount of all payments it made to the City under this Agreement within 90 (ninety) calendar days of the date of termination. The City may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

- 5.3. Termination by Either Party. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with written notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30)

calendar days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) calendar days' notice to the other Party.

- 5.4. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

## 6. INDEMNITY

- 6.1. To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and employees) (the "Indemnified Parties") from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City's design, construction, maintenance or operation of the Project, including claims by the City's employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY'S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City's negligence.
- 6.2. The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the City's work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney's fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to

enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing party.

- 6.3. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.
- 6.4. The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## 7. AUDITS

- 7.1. Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.
- 7.2. The City will make all Project records available for Sound Transit inspection upon prior reasonable written request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the Dispute Resolution Process set forth in Section 9.

## 8. INSURANCE

- 8.1. Coverage. During the construction phase of any eligible elements within the Project, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:



a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2. Certificates. With the exception of self-insurance, certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement.

## 9. DISPUTE RESOLUTION

9.1. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- b. Level Two - Sound Transit's Deputy Director of Planning & Integration, Office of Planning & Innovation, and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
- c. Level Three - Sound Transit's Executive Director, Office of Planning & Innovation, or Designee and the City's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4. In the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

## 10. LEGAL PROVISIONS

10.1. Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.

- 10.2. No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 10.3. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.
- 10.4. Public Records. Each Party shall be responsible for its own public records and public records requests.
- 10.5. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 10.6. The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 10.7. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 10.8. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 10.9. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the

document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

10.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

10.11. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

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

SOUND TRANSIT

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Sound Transit Legal Counsel

By: \_\_\_\_\_  
City Legal Counsel

**Exhibit List:**

- Exhibit A: Scope of Work and Deliverables
- Exhibit B: Final Design Plans
- Exhibit C: Project Funding Plan
- Exhibit D: Funding Certification Letter for Construction Phase
- Exhibit E: Project Schedule
- Exhibit F: Environmental Review Certification
- Exhibit G: ROW Certification
- Exhibit H: Engineer's Estimate
- Exhibit I: Template for Reporting Requirements
- Exhibit J: Invoice Form

## **Exhibit A: Scope of Work and Deliverables**

*The West Valley Highway/Longacres Way project will add an additional northbound through lane on West Valley Highway (SR 181) between Strander Boulevard and S 156th Street. Sidewalks will be added to the east side of the roadway where there are currently none. A wider, shared-use path will replace the existing sidewalk on the west side of the roadway between Longacres Way and the new sidewalks installed for the TUC Pedestrian-Bicycle Bridge. A new two-way cycle track will be added to Longacres Way from West Valley Highway to the Tukwila Station along with new street and pedestrian illumination. A new pedestrian signalized crossing of West Valley Highway near the landing of the Pedestrian-Bicycle Bridge and a rapid flashing beacon will be added on Longacres Way at the Interurban Trail crossing.*

**Exhibit B: Final Design Plans**

*Include Bid-Ready Plans  
Currently at 100% Review  
~80 11x17 plan sheets*

## Exhibit C: Project Funding Plan

The total project cost is estimated to be **\$5,628,532**. The project is 100% funded with a combination of funding from the Sound Transit System Access Fund, Transportation Improvement Board, Congestion Mitigation and Air Quality (CMAQ), and the City of Tukwila.

The City of Tukwila has committed \$953,392 and an additional \$2,434,000 has been awarded from the Transportation Improvement Board. Grants from the Federal CMAQ awarded \$185,000, which included \$112,000 for the design of a sidewalk and bike path on Longacres Way (S 158<sup>th</sup> St). The Sound Transit System Access Fund will complete the remaining project funding requirements with an allocation of \$2,064,000.

<i><b>Expense</b></i>	
<i>Design</i>	\$809,754
<i>Construction Management</i>	\$464,285
<i>Construction</i>	\$4,354,493
<b><i>Total Cost</i></b>	<b>\$5,628,532</b>

<i><b>Funding Source</b></i>	
<i>Sound Transit System Access Fund</i>	\$2,064,000
<i>CMAQ Awarded (awarded)</i>	\$185,000
<i>Transportation Improvement Board (awarded)</i>	\$2,434,000
<i>City Revenue</i>	\$953,392
<b><i>Total Funding</i></b>	<b>\$5,632,772</b>

**Exhibit D: Funding Certification Letter for Construction Phase**





Xxxx,xx, 2021

Alex Krieg  
Deputy Director, Access and Integration  
Sound Transit  
401 S Jackson Street  
Seattle, Washington 982016

RE: Funding Certification

Dear Mr. Krieg:

The City of Tukwila hereby certifies that the construction phase of the West Valley Highway along Longacres Way is fully funded. To date, the City has committed \$935,392 in local funds to support this project. The total estimated project cost and revenue sources for the construction phase are listed below:

Sound Transit System Access Fund	\$2,064,000
City Funds	\$447,927
Transportation Improvement Board	\$2,153,560
<b>Total</b>	<b>\$4,665,487</b>

The total project cost and revenue can be found on the City’s Capital Improvement Plan in Appendix A.

The City is dedicated to providing safe and accessible systems for pedestrians and cyclists to reach regional transit facilities. The construction of sidewalks and bike paths along West Valley Highway and Longacres Way will address significant safety concerns and respond to the growing demand for nonmotorized transportation options in the City.

Thank you for your generous support of the City of Tukwila. We greatly appreciate your partnership and hope to continue to collaborate on projects that will leverage accessible, safe, and equitable transportation in Tukwila.

Sincerely,

Allan Ekberg  
Mayor

## **Exhibit H: Engineer's Estimate**

*Engineer's Estimate to be provided from the Bid-Ready package*



**Exhibit J: Sound Transit Invoice Form**

Invoice No. \_\_\_\_\_ Dated: \_\_\_\_\_

TO: [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org)

Attention: Accounts Payable and Alex Krieg

Re: Tukwila Station Non-Motorized Connectivity and Safety, System Access Fund Project,  
GA 0188-20

The City’s authorized representative certifies that Sound Transit’s pro rata share of costs under this invoice is \$\_\_\_\_\_, and is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation. *[Identify the element(s), and the amounts by element, for which the amount due applies]*

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from [party name].

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

CITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*[Name, Position]*

## Motion No. M2019-97

### System Access Fund 2019 Awards

Meeting:	Date:	Type of action:	Staff contact:
Executive Committee Board	09/05/2019 09/26/2019	Recommend to Board Final action	Don Billen, Executive Director, PEPD <b>Alex Krieg, Senior Manager – Planning &amp; Integration</b>

### Proposed action

Awards the first round of System Access Funds to the local governments identified the not to exceed amounts determined by the Board and authorizes the chief executive officer to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

### Key features summary

- The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”
- In November 2018, the Executive Committee of the Sound Transit Board directed staff to conduct a call for projects in 2019 that would be open to local governments and would make up to \$10M per subarea available between 2019 and 2025. The Executive Committee also established the evaluation criteria Sound Transit staff would use, which were divided between policy factors (customer experience, equity, connectivity, and safety and human health) and technical factors (funding plan and delivery plan).
- On February 19, 2019, Sound Transit opened the System Access Fund 2019 Call for Projects. On April 12, 2019, the call for projects closed and Sound Transit received 53 applications from 33 local governments requesting more than \$86M.
- Between mid-April and early July, Sound Transit evaluated the 53 applications against the evaluation criteria identified by the Executive Committee. This included a review of the application materials provided as well as follow-up discussions with each applicant about every project submitted.
- On July 25, 2019, staff briefed the Board of Directors on the applications received in the System Access Fund 2019 Call for Projects and the preliminary evaluation results.
- On July 26, 2019, Sound Transit opened a public comment period and launched online open house to receive rider and resident feedback on the 53 applications submitted. Sound Transit received 55 letters of support and a total of 4,063 survey responses, including 409 open-ended comments, during the public comment period and online open house. The public comment period and online open house closed on Friday, August 23, 2019.

- The action authorizes the CEO to enter into funding agreements with the local governments identified and at not to exceed amounts determined by the Board.
- All projects will be implemented by the local government identified, including the planning, environmental review, design, and construction. All completed projects will be owned, operated, and maintained by the local government.
- Sound Transit will enter into funding agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.
- Sound Transit staff will provide an annual report to the Executive Committee on the status of implementation of projects receiving an award in the System Access Fund 2019 Call for Projects.

## Background

The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”

In November 2018, the Executive Committee of the Sound Transit Board directed staff to conduct a call for projects in 2019 that would be open to local governments and would make up to \$10M per subarea available between 2019 and 2025. The Executive Committee also established the evaluation criteria Sound Transit staff would use, which were divided between policy factors (customer experience, equity, connectivity, and safety and human health) and technical factors (funding plan and delivery plan).

On February 19, 2019, Sound Transit opened the System Access Fund 2019 Call for Projects. Immediately before and just after the call for projects opened, Sound Transit staff conducted outreach and workshops in each subarea with eligible applicants. On April 12, 2019, the call for projects closed and Sound Transit received 53 applications from 33 jurisdictions requesting more than \$86M.

Between mid-April and early July, Sound Transit evaluated the 53 applications against the evaluation criteria identified by the Executive Committee. This included a review of the application materials provided as well as follow-up discussions with each applicant about every project submitted. On July 26, 2019, Sound Transit opened a public comment period and launched an online open house to receive rider and resident feedback on the 53 applications submitted. Sound Transit received 55 letters of support and a total of 4,063 survey responses, including 409 open-ended comments, during the public comment period and online open house. The public comment period and online open house closed on Friday, August 23, 2019.

System Access policies and programs were evaluated programmatically in the Regional Transit Long-Range Plan Update Final Supplemental Environmental Impact Statement (November 2014). Local governments entering funding agreements with Sound Transit under the System Access Program will be lead agencies for system access project-level review under the State Environmental Policy Act.

Sound Transit will enter into these agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.

## Fiscal information

The authorized project allocation to date for the Transit System Access Program is \$142,139,000. Within that amount, \$124,385,000 has been allocated to the third party phase. As the amount of the awards and the subarea distribution will be determined by the Board, the table below is provided for context.

### Transit System Access Program

(in thousands)	Authorized Project Allocation to Date	Board Approvals	This Action	Board Approved Plus Action	Uncommitted / (Shortfall)
Agency Administration	\$10,000	\$1,815	\$	\$1,814,996	\$8,185
Preliminary Engineering	2,000	114		113,965	\$1,886
Final Design					\$
Third Parties	124,385		0	0	124,385
Right of Way					\$
Construction	5,754				\$5,754
Construction Services					\$
Vehicles					\$
<b>Total Current Budget</b>	<b>\$142,139</b>	<b>\$1,929</b>	<b>\$</b>	<b>\$1,929</b>	<b>\$140,210</b>

**Notes:**

Amounts are expressed in Year of Expenditure \$000s.

\* Board Approvals = Commitment and PO Contingency Remaining as of 8/27/19.

For detailed project information, see page 218 of the 2019 Financial Plan & Adopted Budget.

## Public involvement

Following the completion of the policy and technical evaluation conducted by staff, Sound Transit launched a public comment period and online open house to seek rider and resident feedback on the 53 applications received and the initial evaluation results. The public comment and online open house period lasted between July 26, 2019 and August 23, 2019. In addition, Sound Transit received 55 comments letters and letters of support. An executive summary of the online open house results and a compilation of comment letters and letters of support are included as supplement to the staff report.

## Time constraints

A one-month delay would not create a significant impact to the project schedule, but may have minor impacts for entering into agreements with local governments seeking funds in 2019.

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**Environmental review – KH 8/27/19**

**Legal review – AJP 8/29/19**

## **Motion No. M2019-97**

A motion of the Board of the Central Puget Sound Regional Transit Authority awarding the first round of System Access Funds to the local governments identified for the not to exceed amounts determined by the Board and authorizing the chief executive officer to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

### **Background**

The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”

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System Access policies and programs were evaluated programmatically in the Regional Transit Long-Range Plan Update Final Supplemental Environmental Impact Statement (November 2014). Local governments entering funding agreements with Sound Transit under the System Access Program will be lead agencies for system access project-level review under the State Environmental Policy Act.

Sound Transit will enter into these agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.



**Motion**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the first round of System Access Funds is awarded to the local governments identified for the not to exceed amounts determined by the Board and the chief executive officer is authorized to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on \_\_\_\_\_.

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John Marchione  
Board Chair

**Attest:**

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Kathryn Flores  
Board Administrator

## Motion No. M2019-97

### System Access Fund 2019 Awards

This attachment identifies by subarea the jurisdictions, projects, amounts, and phases to be funded via the System Access Fund 2019 Call for Projects.

#### Snohomish Subarea

Jurisdiction	Project	Amount	Phase(s)
City of Edmonds	Citywide Bicycle Improvements	\$1,850,000	Design, Construction
City of Everett	Everett Station Nonmotorized Access Improvements	\$1,900,000	Construction
City of Lynnwood	Scriber Creek Trail Redevelopment	\$2,500,000	Construction
City of Mountlake Terrace	Veteran's Memorial Park Light Rail Connector	\$500,000	Construction
City of Mukilteo	5th Street Bicycle and Pedestrian Improvements	\$764,000	Design
Snohomish County	Ash Way Corridor Pedestrian and Bicycle Improvements (partial award)	\$1,000,000 <sup>†</sup>	Design

#### North King Subarea

Jurisdiction	Project	Amount	Phase(s)
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$100,000	Construction
City of Seattle	Judkins Park Station Access (for sidewalk upgrades, Hiawatha Place S staircase, and trail lighting)	\$2,400,000 <sup>*</sup>	Design, Construction
City of Seattle	Southeast Seattle High Priority Sidewalks and Walkways (for S Henderson Street staircase)	\$900,000 <sup>*</sup>	Design, Construction
City of Shoreline	148th Street Nonmotorized Bridge	\$3,700,000	Design, Construction

#### East King Subarea

Jurisdiction	Project	Amount	Phase(s)
City of Bellevue	Eastgate Nonmotorized Access to Transit Improvements (partial award)	\$1,000,000 <sup>†</sup>	Construction
City of Bothell	Downtown Bothell Nonmotorized Access Improvements (for 102nd Avenue NE improvements)	\$825,000 <sup>*</sup>	Design, Construction
City of Kenmore	Juanita Drive NE Pedestrian and Bicycle Safety Improvements	\$1,500,000	Construction
King County Parks	Eastrail: NE 8th Street Crossing (partial award)	\$3,000,000 <sup>†</sup>	Construction
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$250,000	Construction
City of Redmond	156th Avenue Cycle Track	\$1,165,242	Construction
City of Renton	S 7th Street Corridor Improvements (for multi-use trail)	\$1,000,000 <sup>*</sup>	Design, Construction

**South King Subarea**

<b>Jurisdiction</b>	<b>Project</b>	<b>Amount</b>	<b>Phase(s)</b>
City of Auburn	Regional Growth Center Access Improvements	\$1,625,000	Design, Construction
City of Des Moines	Barnes Creek Trail South Segment	\$1,985,000	Construction
City of Federal Way	21st Avenue S/S 320th Street Signalization and Pedestrian Improvements	\$730,000	Construction
City of Kent	W James Street at 2nd Avenue N Pedestrian Crossing	\$273,683	Design, Construction
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$50,000	Construction
City of SeaTac	Station Intersection Pedestrian Safety Improvements (for SeaTac/Airport Station only; for pedestrian improvements connecting east)	\$500,000*	Design, Construction
City of Tukwila	Nonmotorized Connections and Wayfinding for Tukwila International Boulevard Station (for design phase)	\$369,000*	Design
City of Tukwila	Tukwila Station Nonmotorized Connectivity and Safety (for pedestrian signal on SR 181, improvements on Longacres Way, and Longacres Way/trail crossing)	\$2,064,000*	Construction

**Pierce Subarea**

<b>Jurisdiction</b>	<b>Project</b>	<b>Amount</b>	<b>Phase(s)</b>
City of Bonney Lake	Elhi Hill Trail Staircase	\$661,936	Design, Construction
City of Lakewood	111th Street SW/112th Street SW Improvements	\$1,040,000	Design, Construction
Pierce County	112th Street Pedestrian Improvements	\$2,000,000	Design, Construction
City of Puyallup	Bike Lane Expansions on W Stewart Avenue & 4th Street NW (for bike lanes on 4th Street NW)	\$155,995*	Design, Construction
City of Sumner	Rivergrove Community Pedestrian Bridge	\$452,000	Design
City of Sumner	Sounder Safe Sidewalk/Bike Programmatic Enhancements (for bike lanes on Academy Street)	\$875,000*	Design, Construction
City of Tacoma	Hilltop Tacoma Link Extension Streetscape Access Improvements	\$3,500,000	Construction

\*Indicates partial award in support of specific project elements

†Indicates partial award in support of the overall project