

Contract Submittal and Routing Sheet

Contract Routing No. **194-16**

Routing number assigned by Admin Support Staff or Purchasing.

Name of Agency Entering into Contract with Community Transit:

Snohomish County

Contract Description:

Swift II Interlocal Agreement

Pedestrian Facility Improvements & Continuing Control in Support of Swift II BRT

Length of Contract Term: _____ Expiration Date: _____ Project Completion _____

Contract Cost: \$ 2,400,000 Funding Source: Acct Fund Dept ID Project

* Contract Revenue: \$ _____ *If contract has revenue, please check "Yes" in Copy to Accounting section below.

- Type of Contract:**
(Check Appropriate Box)
- Bid / Proposal
 - Room Rental / Catering*
 - ORCA
 - Interlocal Agreement
 - Professional/Personal Services Agreement
 - Purchase (land, equipment, etc.)
 - Maintenance Agreement
 - Lease
 - Ticket / Pass Outlet
 - Labor Agreement
 - Funding Agreement
 - Other: _____

Board Action Required?

Yes No

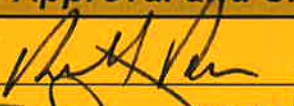



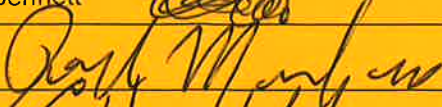

Date of Board Action:
N/A

Copy to Accounting?

Yes* No

*Dept. Head, or their designee, have signature authority up to \$10,000 for catering, room rentals, etc. for on-site and off-site meetings and events.

Routing for Approval and Signatures

Project Manager:	Roland Behee		Date: 11/8/16
Supervisor / Manager:	June DeVoll		Date: 11/8/16
Procurement & Contracts Manager*:	Kunjan Dayal		Date: 11/8/16
Legal Counsel:	Hendricks / Bennett		Date: 11/14/16
Department Head: Up to \$100,000	Joy Munkers		Date: 11/8/16
Chief Executive Officer: Over \$100,000	Emmett Heath		Date: 11-14-16

All contracts on behalf of the Corporation shall be signed by the Chief Executive Officer or designee.

Return Contract To: **Roland Behee/Claudia McConnell**

*The Manager of Procurement and Contracts is not required to review and concur on contracts valued at less than \$10,000 for catering, room rentals, etc.

Routing for fully executed contracts: 1 original for CT contract files, including original contract routing sheet (return to Sara Gillis)
1 original for each signatory party with whom CT is contracting (copies provided by Project Manager)
* 1 copy of ALL REVENUE CONTRACTS to Lori Barnett, Accounts Receivable

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To: Emmett Heath, Chief Executive Officer

From: Roland Behee, Strategic Planning Unit Manager

Date: November 7, 2016

Subject: Interlocal Agreement – Swift II, Snohomish County

BACKGROUND

The Swift II project requires an interlocal agreement with Snohomish County. Early in the design process for Swift II, the County approached Community Transit regarding an opportunity for partnership on pedestrian improvements that would mutually benefit the Swift line and County objectives for a more complete sidewalk network. Community Transit and County staffs coordinated to scope a project for sidewalk improvements around five Swift stations in the County portion of the Swift II corridor.

This ILA describes the framework for Community Transit and Snohomish County to complete the sidewalk improvements. The ILA also describes the County's commitment to assume ownership and maintenance (a.k.a. "continuing control") of certain Swift II capital improvements as required by FTA. Key elements of the ILA include:

- County to design and construct sidewalks around five locations in the Swift II corridor.
- Sidewalk project scope is \$2.4 million, a subset of the larger \$73 million Swift II project:
 - \$2 million to be funded from FTA Small Starts Grant for Swift II
 - \$0.4 million to be funded by County from local County Road Fund
 - County to be responsible for 100% of any cost over \$2.4 million
- County to comply with all applicable regulations as a sub-recipient of FTA funds
- County to provide assurance of continuing control of sidewalk ROW and improvements as well as Swift II station and roadway ROW and improvements in the County portion of the Swift II corridor.

STATUS

The draft ILA was reviewed by legal counsel from Community Transit, Snohomish County and FTA. The final ILA was approved by the County Council and signed by the County Executive on 10/31/2016. In order to meet the Swift II project schedule, FTA requires approval of the ILA by 11/30/2016.

BUDGET IMPACT

The \$2.4 million scope of this project is fully incorporated into the Swift II project design, budget and schedule.

RECOMMENDATION

Chief Executive Officer to sign the attached ILA (2 copies) with Snohomish County concerning Pedestrian Facility Improvements and Continuing Control in support of the Swift II BRT line.

- 1 H. The County and CT agree that it will be more efficient and mutually beneficial to
 2 work together cooperatively in coordinating the construction of the Project.
- 3 I. While the County intends to construct the Project, the Parties agree and
 4 acknowledge that all promises made under this Agreement by each party to the
 5 other party are limited only to those activities involving the Project.

6 **AGREEMENT**

7 NOW, THEREFORE, in consideration of the respective agreements set forth below
 8 and for other good and valuable consideration, the receipt and sufficiency of which are
 9 hereby acknowledged, the County and CT agree as follows:

10 **1. Requirements of Interlocal Cooperation Act Chapter 39.34 RCW**

11 1.1 Purpose of Agreement. The purpose and intent of this Agreement is to
 12 establish the roles and responsibilities of the County and CT to work together efficiently
 13 and effectively regarding the construction, financing and continuing control of the Project.
 14 This Agreement establishes the County as the entity responsible for all aspects of Project
 15 construction and inspection.

16 1.2 No Separate Entity Necessary. The parties agree that no separate legal or
 17 administrative entities are necessary to carry out this Agreement.

18 1.3 Ownership of Property. Except as expressly provided to the contrary in this
 19 Agreement, any real or personal property used or acquired by either party in connection
 20 with the performance of this Agreement will remain the sole property of such party, and
 21 the other party shall have no interest therein. The improvements indicated in the attached
 22 Exhibit A and in green, in the attached Exhibit D, shall be owned and maintained by the
 23 County. The improvements indicated in blue, in the attached Exhibit D, shall be owned
 24 and maintained by CT.

25 1.4 Administrators. Each party to this Agreement shall designate an individual
 26 (an “Administrator”), which may be designated by title or position, to oversee and
 27 administer such party’s participation in this Agreement. The parties’ initial Administrators
 28 shall be the following individuals:

<u>County’s Initial Administrator:</u>	<u>CT’s Initial Administrator:</u>
Doug McCormick	Roland Behee
Program Planning Manager	Strategic Planning Unit Manager
Snohomish County DPW	Community Transit
3000 Rockefeller Avenue M/S 607	7100 Hardeson Road
Everett, Washington 98201	Everett, Washington 98203
425-388-6655	(425) 348-2368
DMcCormick@snoco.org	Roland.Behee@commtrans.org

29
 30 Either party may change its Administrator at any time by delivering written notice of such
 31 party’s new Administrator to the other party.

1 **2. Effective Date and Duration**

2 2.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not
3 take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed
4 with the County Auditor or posted on the County’s Interlocal Agreements website.

5 2.2 Duration. This Agreement shall remain in effect until all obligations of the
6 parties are discharged, unless earlier terminated pursuant to the provisions of Section 9
7 below.

8 **3. County Responsibilities**

9 3.1 Project Administration. The County shall serve as the lead for the Project
10 for purposes of administering the Project which includes, but is not limited to, construction,
11 construction management, engineering, inspection, right of way acquisition, coordinating
12 with CT, and for obtaining all required County permits and approvals, subject to the County
13 Legislative Authority’s appropriation of funds necessary for this purpose.

14 3.2 Right-of-way Acquisition. Consistent with RCW 36.85.010, Chapter 8.08
15 RCW, and CT’s Real-estate Acquisition Management Plan (RAMP), which is incorporated
16 herein by this reference, the County shall be responsible for identifying, paying for,
17 acquiring, and maintaining all right-of-way necessary for the Project.

18 3.3 Satisfactory Continuing Control. Satisfactory continuing control is defined
19 as the legal assurance that FTA-funded property will remain available to be used for its
20 originally authorized purpose throughout its useful life or until disposition. The originally
21 authorized purpose includes but is not limited to the safe and accessible operation and
22 maintenance of the Swift II Bus Rapid Transit line. The County acknowledges the Federal
23 interest in the pedestrian facilities identified in the attached Exhibit A, and improvements,
24 identified in green in the attached Exhibit D, and the right-of-way and agrees that it will
25 take no action which compromises or otherwise diminishes such interest. The County
26 agrees to comply with all applicable Federal statutes, regulations, orders, certification and
27 assurances, or other Federal law (collectively referred to as “Federal laws”), including, but
28 not limited to, those set forth in the current FTA Master Agreement governing transit
29 projects supported with Federal assistance awarded through the FTA.

30 3.4 Project Design. The County is responsible for the design and design costs
31 of the Project, and will provide CT the Plans, Specifications and Estimates at the 90%
32 design stage for CT’s review and comment.

33 3.5 Invoicing. The County shall invoice CT monthly, or on any other schedule
34 that is mutually convenient and agreed to by the parties. The County will provide
35 documentation for all actual costs associated with the Project. The County will invoice CT
36 for 83.33% of the total costs incurred, not to exceed Two Million Dollars
37 (\$2,000,000). Invoices shall include all information required to comply with Federal Transit
38 Authority requirements. The County will provide documentation of costs incurred through
39 project completion even if no reimbursement is requested. All invoices and supporting
40 documentation shall be sent to:

1 Kathryn Rasmussen
2 Grants Specialist
3 Community Transit
4 7100 Hardeson Road
5 Everett, Washington 98203

6 By way of example, those costs directly attributed may include, but are not limited to, the
7 following types of cost components:

- 8 (a) Salaries, wages, benefits of all County employees engaged therein;
- 9 (b) Travel expenses, including mileage of County employees;
- 10 (c) Materials, when provided by the County;
- 11 (d) County-owned machinery and equipment, for which the County equipment
12 rental rate shall be included in computing the cost of the machinery and
13 equipment;
- 14 (e) Other costs and incidental expenses; including depreciation on County
15 machinery and equipment;
- 16 (f) The full cost to the County of rental machinery and equipment, together
17 with any operator furnished therewith;
- 18 (g) The cost of equipment, supplies, and related expenses when purchased by
19 the County;
- 20 (h) The cost of identifying, acquiring, and paying for the right-of-way needed
21 to construct the Project;
- 22 (i) Payment to consultants, sub-consultants, prime contractors or sub-
23 contractors for work performed on behalf of the County that is attributed to
24 the Project; and
- 25 (j) The cost of permits and approvals required from other agencies.

26 3.6 Reports to CT. The County will provide CT with quarterly reports on the
27 progress of the Project and all information necessary for CT to comply with FTA
28 Regulations.

29 3.7 Project Control. The County has the express right to direct and control the
30 activities of County staff and its contractors and sub-contractors in completing the Project
31 in accordance with the specifications set out in this Agreement.

32 3.8 FTA Compliance. The County shall comply with all applicable terms and
33 conditions prescribed by Community Transit as required by FTA, including but not
34 limited to the FTA provisions outlined in Exhibit C to this Agreement in each contract
35 and subcontract awarded under this Agreement. The County further agrees to comply
36 with all other applicable Federal statutes, regulations, orders, certifications and
37 assurances, or other Federal law (collectively referred to as "Federal laws"), including,
38 but not limited to, those set forth in the current FTA Master Agreement governing transit
39 projects supported with Federal assistance awarded through the FTA. FTA may

1 suspend, withdraw, delay, or withhold Federal funding from CT, in the event of the
2 County's non-compliance.

3 3.9 New or amended federal laws, regulations, policies, and administrative
4 practices. New federal laws, regulations, policies, and administrative practices may be
5 established after the effective date of this Agreement that apply to this Agreement. To
6 achieve compliance with the new requirements, the County agrees, when notified by CT
7 of any such change, to accept all changed requirements that apply to this Agreement and
8 to require all contractors and subcontractors awarded work under this Agreement to
9 comply with the revised requirements as well.

10 4. Community Transit Responsibilities

11 4.1 CT will function as the Project Sponsor for the Project for purposes of
12 National Environmental Policy Act ("NEPA") and lead agency for State Environmental
13 Policy Act ("SEPA") review, if and to the extent applicable.

14 4.2 Covenant to Cooperate. CT covenants to the County that it shall cooperate
15 with the County to the extent reasonably necessary for accomplishing the Project. CT shall
16 make its personnel available to the County at reasonable times and upon reasonable
17 advance notice, for purposes of facilitating the County's design and construction of the
18 Project.

19 4.3 Right-of-way Acquisition Approval. CT must review and approve final
20 right-of-way acquisitions per the CT approved Real-estate Acquisition Management Plan
21 (RAMP), which is incorporated herein by this reference.

22 4.4 Reimbursement of County Costs. Unless CT delivers written notice to the
23 County disputing the amount of a particular invoice, CT shall make payment on all invoices
24 submitted by the County within thirty (30) days following receipt by CT of said invoices.

25 4.5 Community Transit's Monitoring Obligation. CT is responsible for
26 informing County of applicable FTA requirements and is responsible for monitoring and
27 ensuring the County's compliance with FTA laws, regulations, requirements, policies, and
28 administrative practices with respect to any property with a Federal interest.

29 4.6 Project Review. CT shall only have the right to ensure the Project is
30 completed and to either request or audit Project records but shall not have the right to direct
31 and control the activities of County staff and its contractors and sub-contractors..

32 4.7 Review of Plans, Specifications, and Estimates. CT will review and either
33 approve or provide comments to the County within ten (10) working days of receiving the
34 County Plans, Specifications and Estimates.

35 5. Indemnification/Hold Harmless

36 5.1 County's Indemnification of CT. The County shall indemnify, defend and
37 hold CT harmless from and against all liabilities, suits, losses, costs, damages, claims,
38 expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and
39 disbursements, that CT may incur or pay out by reason of: (i) any accidents, damages or
40 injuries to persons or property occurring in, on, about or around the Project Area due to or

1 arising out of the County's performance pursuant to this Agreement, but only to the extent
2 such accidents, damages or injuries are due to any negligent or wrongful act or omission
3 of the County; or (ii) any breach or Default (as such term is defined in Section 8.1 below)
4 by the County under this Agreement.

5 5.2 CT's Indemnification of County. CT shall indemnify, defend and hold the
6 County harmless from and against all liabilities, suits, losses, costs, damages, claims,
7 expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and
8 disbursements, that the County may incur or pay out by reason of: (i) any accidents,
9 damages or injuries to persons or property occurring in, on or around the Project Area
10 during the term of this Agreement, but only to the extent the same are caused by any
11 negligent or wrongful act of CT; or (ii) any breach or Default (as such term is defined in
12 Section 9.1 below) of CT under this Agreement.

13 5.3 Waiver of Immunity under Industrial Insurance Act. The indemnification
14 provisions of Section 5.1 and Section 5.2 above are specifically intended to constitute a
15 waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51
16 RCW, as respects the other party only, and only to the extent necessary to provide the
17 indemnified party with a full and complete indemnity of claims made by the indemnitor's
18 employees. The parties acknowledge that these provisions were specifically negotiated and
19 agreed upon by them.

20 5.4 Survival. The provisions of this Section 5 shall survive the expiration or
21 earlier termination of this Agreement.

22 6. Insurance

23 Each Party shall maintain its own insurance and/or self-insurance for its liabilities
24 from damage to property and /or injuries to persons arising out of its activities associated
25 with this Agreement as it deems reasonably appropriate and prudent. The maintenance of,
26 or lack thereof of insurance and/or self-insurance shall not limit the liability of the
27 indemnifying part to the indemnified party(s).

28 7. Compliance with Laws

29 In the performance of its obligations under this Agreement, each party shall comply
30 with all applicable federal, state, and local laws, rules, and regulations.

31 8. Default and Remedies

32 8.1 Default. If either Party fails to perform any act or obligation required by
33 it hereunder, the other party shall deliver written notice of such failure to the non-
34 performing party. The non-performing party shall have thirty (30) days after its receipt of
35 such notice in which to correct its failure to perform the act or obligation at issue, after
36 which time it shall be in default ("Default") under this Agreement; provided, however, that
37 if the non-performance is of a type that could not reasonably be cured within said thirty
38 (30) day period, then the non-performing party shall not be in Default if it commences cure
39 within said thirty (30) day period and thereafter diligently pursues cure to completion.

1 8.2 Remedies. In the event of a party's Default under this Agreement, then
2 after giving notice and an opportunity to cure pursuant to Section 8.1 above, the non-
3 Defaulting party shall have the right to exercise any or all rights and remedies available to
4 it in law or equity.

5 **9. Early Termination**

6 9.1 Notice. Except as provided in Section 9.2 below, either party may
7 terminate this Agreement at any time, with or without cause, upon not less than thirty (30)
8 days written notice to the other party. The termination notice shall specify the date on
9 which the Agreement shall terminate.

10 9.2 Lack of Funding. This Agreement is contingent upon governmental
11 funding and local legislative appropriation. In the event that funding from any source is
12 withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement,
13 this Agreement may be terminated by either party immediately by delivering written notice
14 to the other party. The termination notice shall specify the date on which the Agreement
15 shall terminate.

16 9.3 Payment of Invoices after Termination. In the event this Agreement is
17 terminated by either party, CT shall be responsible for paying all invoices submitted by the
18 County up to sixty (60) days beyond the date of termination. Provided, the County shall
19 only invoice for that work that was completed up to the date of termination.

20 **10. Notices**

21 All notices required to be given by any party to the other party under this Agreement
22 shall be in writing and shall be delivered either in person, by United States mail, or by
23 electronic mail (email) to the applicable Administrator or the Administrator's designee.
24 Notice delivered in person shall be deemed given when accepted by the recipient. Notice
25 by United States mail shall be postage prepaid, and addressed to the Administrator, or their
26 designee, at the addresses set forth in Section 1.4 of this Agreement and shall be deemed
27 given as of the date the notice is received by the recipient. Notice delivered by email shall
28 be deemed given as of the date and time received by the recipient.

29 **11. Miscellaneous**

30 11.1 Entire Agreement; Amendment. This Agreement constitutes the entire
31 agreement between the parties regarding the subject matter hereof, and supersedes any and
32 all prior oral or written agreements between the parties regarding the subject matter
33 contained herein. This Agreement may not be modified or amended in any manner except
34 by a written document signed by both parties. Any amendment to this Agreement that does
35 not increase the cost to the County may be approved administratively by the County
36 Director of Public Works.

37 11.2 Governing Law and Venue. This Agreement shall be governed by and
38 enforced in accordance with the laws of the State of Washington. The venue of any action

1 arising out of this Agreement shall be in the Superior Court of the State of Washington, in
2 and for Snohomish County.

3 11.3 Interpretation. This Agreement and each of the terms and provisions of it
4 are deemed to have been explicitly negotiated by the parties, and the language in all parts
5 of this Agreement shall, in all cases, be construed according to its fair meaning and not
6 strictly for or against either of the parties hereto. The captions and headings in this
7 Agreement are used only for convenience and are not intended to affect the interpretation
8 of the provisions of this Agreement. This Agreement shall be construed so that wherever
9 applicable the use of the singular number shall include the plural number, and vice versa,
10 and the use of any gender shall be applicable to all genders.

11 11.4 Severability. If any provision of this Agreement or the application thereof
12 to any person or circumstance shall, for any reason and to any extent, be found invalid or
13 unenforceable, the remainder of this Agreement and the application of that provision to
14 other persons or circumstances shall not be affected thereby, but shall instead continue in
15 full force and effect, to the extent permitted by law.

16 11.5 No Waiver. A party's forbearance or delay in exercising any right or
17 remedy with respect to a Default by the other party under this Agreement shall not
18 constitute a waiver of the Default at issue. Nor shall a waiver by either party of any
19 particular Default constitute a waiver of any other Default or any similar future Default.

20 11.6 No Assignment. This Agreement shall not be assigned, either in whole or
21 in part, by either party without the express written consent of the other party, which may
22 be granted or withheld in such party's sole discretion. Any attempt to assign this
23 Agreement in violation of the preceding sentence shall be null and void and shall constitute
24 a Default under this Agreement.

25 11.7 Warranty of Authority. Each of the signatories hereto warrants and
26 represents that he or she is competent and authorized to enter into this Agreement on behalf
27 of the party for whom he or she purports to sign this Agreement.

28 11.8 No Joint Venture. Nothing contained in this Agreement shall be
29 construed as creating any type or manner of partnership, joint venture or other joint
30 enterprise between the parties.

31 11.9 No Third Party Beneficiaries. This Agreement and each and every
32 provision hereof is for the sole benefit of CT and the County. No other persons or parties
33 shall be deemed to have any rights in, under, or to this Agreement.

34 11.10 Execution in Counterparts. This Agreement may be executed in two or
35 more counterparts, each of which shall constitute an original and all of which shall
36 constitute one and the same agreement.


37 11.11 County Non-discrimination. It is the policy of the County to reject
38 discrimination which denies equal treatment to any individual because of his or her race,
39 creed, color, national origin, families with children, sex, marital status, sexual orientation,
40 age, honorably discharged veteran or military status, or the presence of any sensory,
41 mental, or physical disability or the use of a trained dog guide or service animal by a person
42 with a disability as provided in Washington's Law against Discrimination, Chapter 49.60

1 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These
2 laws protect against specific forms of discrimination in employment, credit transactions,
3 public accommodation, housing, county facilities and services, and county contracts.
4

5 CT shall comply with the substantive requirements of Chapter 2.460 SCC, which
6 are incorporated herein by this reference. Execution of this Agreement constitutes a
7 certification by CT of CT's compliance with the requirements of Chapter 2.460 SCC. If
8 CT is found to have violated this provision, or to have furnished false or misleading
9 information in an investigation or proceeding conducted pursuant to this Agreement or
10 Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and
11 termination at the County's discretion. This provision shall not affect CT's obligations
12 under other federal, state, or local laws against discrimination.
13

14
15 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date
16 first above written.
17

COUNTY **Marcia Isenberg**
Deputy Executive

By 
for Dave Somers
County Executive

COMMUNITY TRANSIT

By 
Emmett Heath
Chief Executive Officer

Approved as to Form:


Deputy Prosecuting Attorney

Approved as to Form:

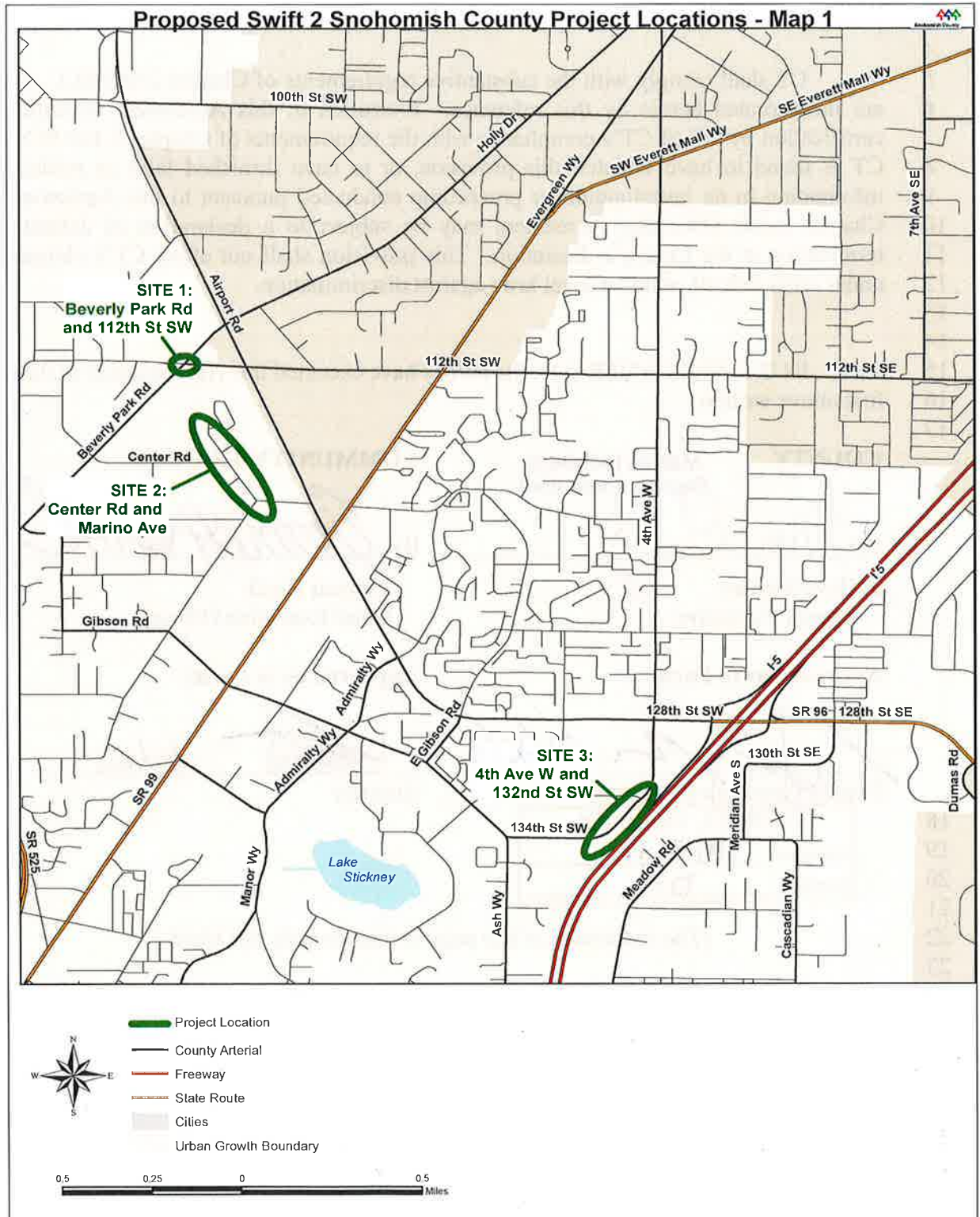
 11/14/2016
Attorney

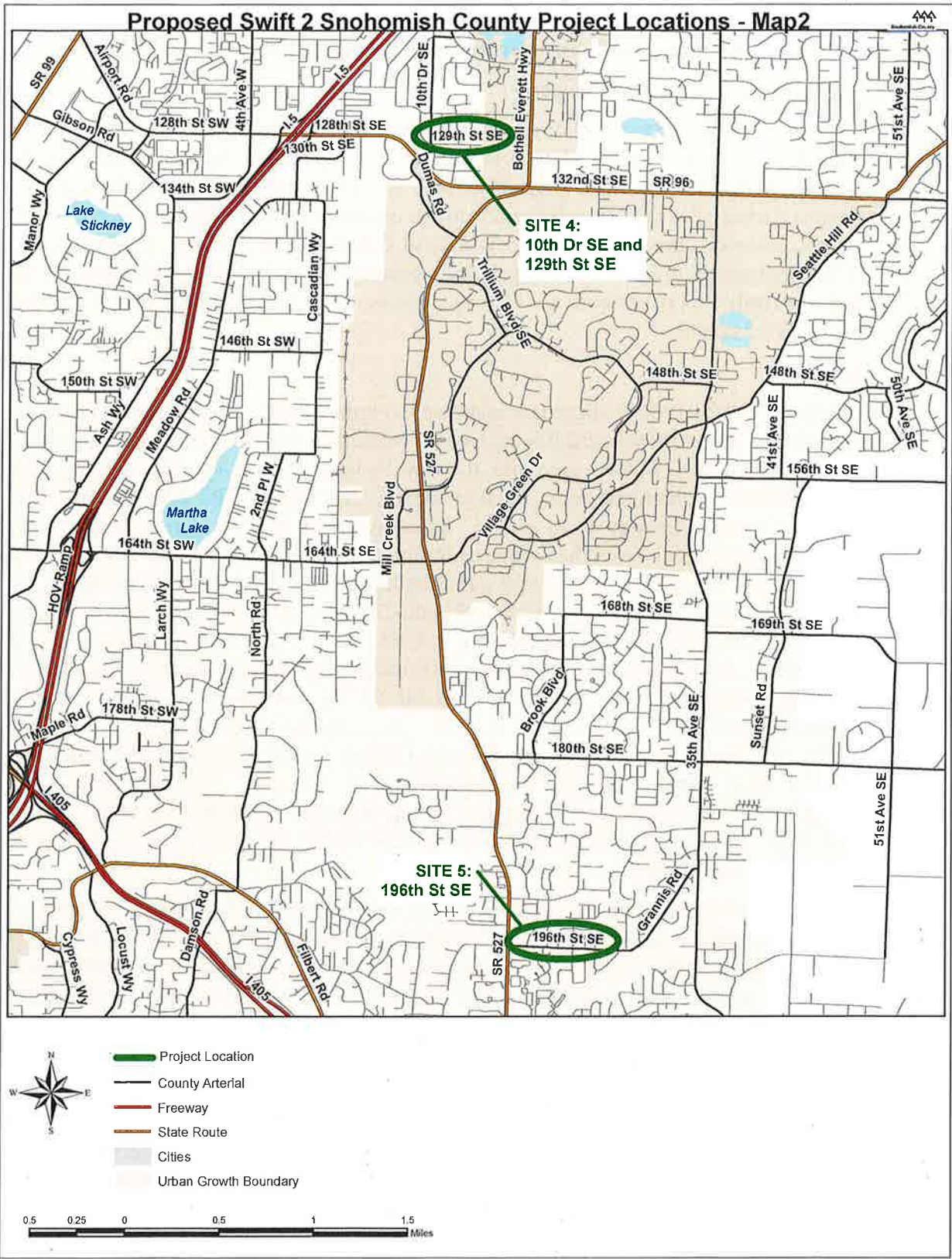
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COUNCIL USE ONLY	
Approved:	10.31.16
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EXHIBIT A





1 **EXHIBIT B**

2
3 **Community Transit Swift II BRT Project Narrative and Map**

4 Swift II BRT - Project Identification

5 Located in southwestern Snohomish County, Washington, the Swift II line will connect the Paine
6 Field/Boeing Manufacturing/Industrial Center in Everett, with the Regional Growth Center at
7 Canyon Park, Bothell. The alignment is 12.3 miles in length, running from a new northern
8 Transit Center (Seaway Transit Center) to the existing Canyon Park Park & Ride. The Swift II
9 Project includes construction of a new Transit Center for the northern terminus, lane widening
10 at the approaches to I-5 for transit priority, construction of 32 iconic Swift stations, intersection
11 and sidewalk improvements to increase access, and the purchase of 13 branded 60-foot
12 articulated vehicles.

13 Setting

14 The Swift II BRT Project alignment is shown in Figure 1 below. The northern end of the corridor
15 is anchored by the Paine Field/Boeing Everett Manufacturing and Industrial Center (MIC), home
16 to approximately 42,000 covered jobs, the world’s largest manufacturing building, and the Paine
17 Field Airport, Snohomish County’s major airport. The Swift II BRT Project will construct a new
18 Transit Center at Seaway Blvd and 75th Street (Everett, WA) on land adjacent to the Boeing
19 manufacturing plant. From the northern terminus, the route will travel southbound along Seaway
20 Blvd to State Route 526, then use the auxiliary lanes along SR 526 to Airport Road. From there,
21 the route will travel south along Airport Road/128th Street utilizing right side HOV and Business
22 Access Transit (BAT) lanes approaching Interstate 5 (I-5). This northern portion of the route
23 provides access to numerous businesses surrounding the Paine Field airport facility, crosses the
24 existing north/south Swift BRT route on SR 99 for convenient transfers, and accesses the
25 Mariner Park & Ride facility on 4th Avenue. The route will continue across I-5 eastbound along
26 128th/132nd Street, providing access to the McCollum Park & Ride, then continuing south on 16th
27 Avenue SE to connect with SR 527 (Bothell-Everett Highway). Traveling south on SR 527 past
28 Mill Creek Town Center and Thrashers Corner, the route will terminate at the existing Canyon
29 Park Park & Ride regional transit facility located within the designated regional growth center
30 at Canyon Park/Bothell.

31 The corridor has relatively dense development with multiple activity centers of both employment
32 and residential use, and intersects several key regional roadways (i.e. SR 99, I-5, SR 527, and I-
33 405). The alignment connects with vital transit services, including the existing Swift line (SR
34 99) local service, and multiple regional express and commuter routes to downtown Seattle,
35 Bellevue, and other parts of the region.

36 Purpose of the Swift II BRT Project

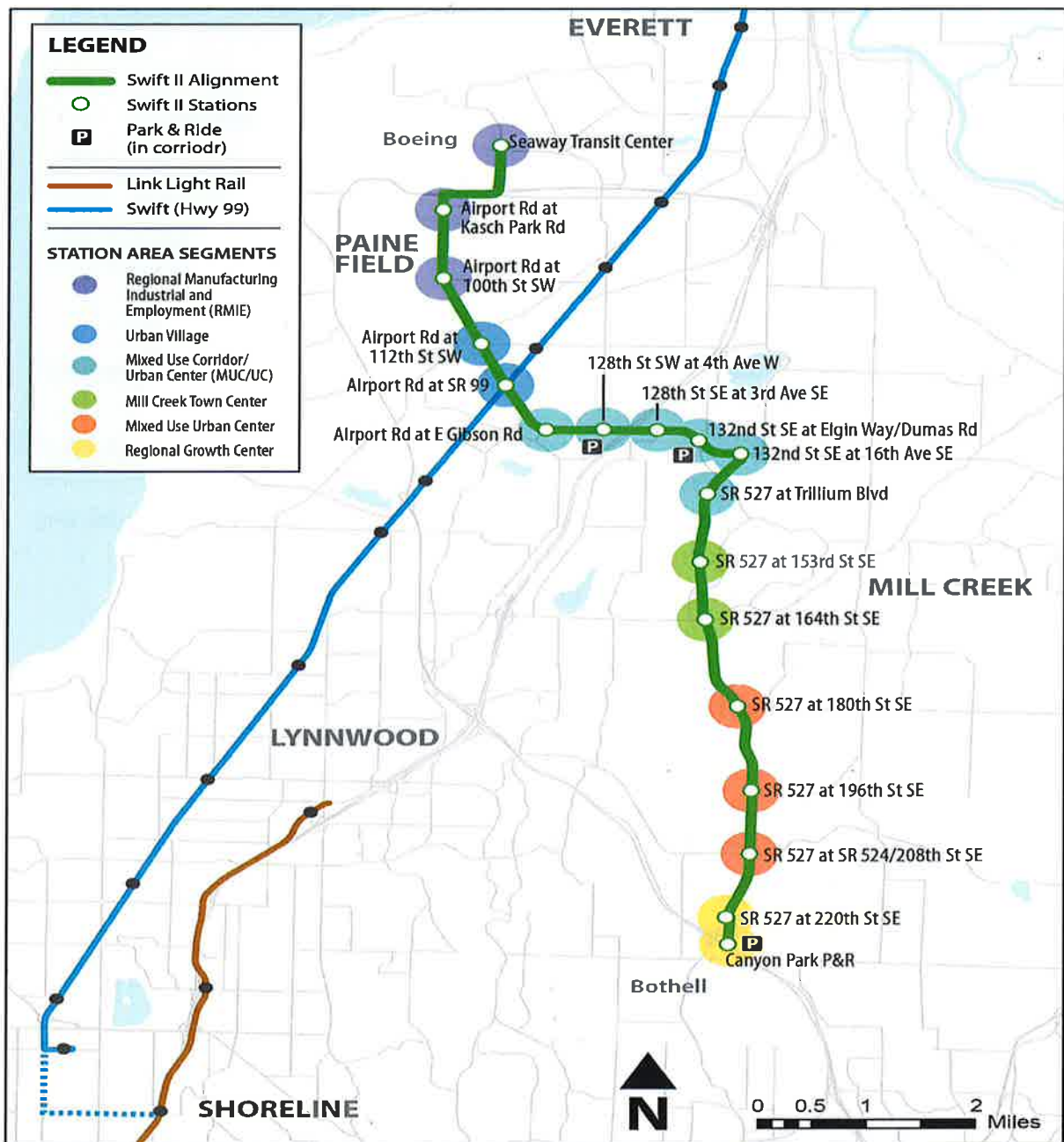
37 The Swift II BRT Project will implement the first high capacity east-west crossing of I-5 in south
38 Snohomish County, establishing a critical mobility link within the corridor. Swift II will provide
39 high capacity transit service to underserved employment bases, connecting dense residential
40 areas with two designated regional growth centers. Swift II will also further the goals of
41 Community Transit’s adopted Long Range Transit Plan by creation of a network of Swift BRT
42 service on Transit Emphasis Corridors, supporting the overarching Community Transit goal of
43 “Think Transit First”.

1 Summary

2 The Swift II BRT Project will be the second in a system of BRT routes provided by Community
3 Transit. Swift BRT is a proven mode and currently carries 1 in 6 Community Transit customers.
4 The Swift II alignment from the Paine Field/Boeing Manufacturing/Industrial Center to the
5 Canyon Park Regional Growth Center is currently a strong transit market with robust
6 employment and population. Current congestion and lack of mobility options also creates
7 untapped latent demand for additional customers. Swift II is a service that can be easily and
8 quickly implemented to provide a high capacity, high quality transportation option.

9

Figure 1



10
11

1 **EXHIBIT C – FTA PROVISIONS AND FORMS**
2

3 **Discussion:** The attached FTA provisions and forms are customized for
4 Snohomish County’s use in its construction contract(s) for the Project. As
5 requested by Snohomish County, the FTA provision and form package is
6 designed to be an added insert for Snohomish County procurement (bid)
7 documents and follows the FTA checklist in this attachment.

8 All contractors and subcontractors working on the Project are subject to *Swift II*
9 BRT project-wide provisions contained in Community Transit’s *Swift II* Project
10 Management Plan (as required by the FTA), as well as FTA contract provisions.
11 An FTA checklist is provided for Snohomish County’s contract management.

12
13 Reference:

- 14 FTA Master Agreement (22) October 1, 2015 (as amended)
15 FTA Circular 5010.1D (as amended)
16 FTA Circular 4220.1F (as amended)
17 FTA Best Practices Procurement Manual (BPPM)
18 [https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-](https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses)
19 [model-clauses](https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses)
20

21 Required Forms:

- 22 ■ Certificate of Nondebarment/Suspension (Prime Contractor and All
23 Subcontractors)
 - 24 ■ Certification Regarding Conflict of Interest (Prime Contractor and All
25 Subcontractors)
 - 26 ■ Certification Regarding Lobbying By Contractor (Prime Contractor),
27 with Disclosure of Lobbying Activities
 - 28 ■ Certification Regarding Lobbying By Subcontractor (All
29 Subcontractors)
 - 30 ■ Buy America Certification (FTA) (Prime Contractor and All
31 Subcontractors)
- 32
33

34 There are three subject areas required by the FTA that Snohomish County
35 will include in its contract(s), using its own contract provisions:

- 36 a. Protest Procedures (FTA BPPM Chapter 11.1)
 - 37 b. Termination (FTA BPPM Appendix A.21)
 - 38 c. Breaches and Dispute Resolution (FTA BPPM Appendix A.25)
- 39
40
41

1
2 **1. INCORPORATION OF FTA TERMS**

3 The preceding and following provisions include, in part, certain Standard Terms
4 and Conditions required by US DOT, whether or not expressly set forth in the
5 preceding contract provisions. All contractual provisions required by US DOT, as
6 set forth in FTA Circular 4220.1F dated November 1, 2008, are hereby
7 incorporated by reference. Anything to the contrary herein notwithstanding, all
8 FTA mandated terms shall be deemed to control in the event of a conflict either
9 other provisions contained in this agreement. The Contractor shall not perform
10 any act, fail to perform any act, or refuse to comply with any Snohomish County
11 requests which would cause Snohomish County to be in violation of the FTA
12 terms and conditions.

13 The contract agreement shall be binding upon and inure to the benefit of the
14 contract parties, their successors and permitted assigns, but shall not inure to the
15 benefit of any third party or other person.

16 **2. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

17 A. Snohomish County and Contractor acknowledge and agree that,
18 notwithstanding any concurrence by the Federal Government in or
19 approval of the solicitation or award of the underlying contract, absent the
20 express written consent by the Federal Government, the Federal
21 Government is not a party to this contract and shall not be subject to any
22 obligations or liabilities to Snohomish County, Contractor, or any other
23 party (whether or not a party to that contract) pertaining to any matter
24 resulting from the underlying contract.

25 B. The Contractor agrees to include the above clause in each subcontract
26 financed in whole or in part with Federal assistance provided by FTA. It
27 is further agreed that the clause shall not be modified, except to identify
28 the subcontractor who will be subject to its provisions.

29 **3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR**
30 **RELATED ACTS**

31 A. The Contractor acknowledges that the provisions of the *Program Fraud*
32 *Civil Remedies Act of 1986*, as amended, 31 U.S.C. § § 3801 *et seq.*, and
33 U.S. DOT regulations, *Program Fraud Civil Remedies*, 49 C.F.R. Part 31,
34 apply to its actions pertaining to this project. Upon execution of the
35 underlying contract, the Contractor certified or affirms the truthfulness and
36 accuracy of any statement it has made, it makes, it may make, or causes to
37 be made, pertaining to the underlying contract or the FTA assisted project
38 for which this contract work is being performed. In addition to other
39 penalties that may be applicable, the Contractor further acknowledges that
40 if it makes, or causes to be made, a false, fictitious, or fraudulent claim,
41 statement, submission, or certification, the federal government reserves
42 the right to impose the penalties of the *Program Fraud Civil Remedies Act*

1 of 1986 on the Contractor to the extent the federal government deems
2 appropriate.

3 B. The Contractor also acknowledges that if it makes, or causes to be made, a
4 false, fictitious, or fraudulent claim, statement, submission, or certification
5 to the federal government under a contract connected with a project that is
6 financed in whole or in part with federal assistance originally awarded by
7 FTA under the authority of 49 U.S.C. § 5307, the government reserves the
8 right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §
9 5307(n)(1) on the Contractor, to the extent the federal government deems
10 appropriate.

11 C. The Contractor agrees to include the above two clauses in each
12 subcontract financed in whole or in part with federal assistance provided
13 by FTA. It is further agreed that the clauses shall not be modified, except
14 to identify the subcontractor who shall be subject to the provisions.

15 4. FEDERAL CHANGES

16 Any proposed change in this contract shall be submitted to Snohomish County for
17 its prior approval. Contractor shall at all times comply with all applicable FTA
18 regulations, policies, procedures and directives. Contractor's failure to so comply
19 shall constitute a material breach of this contract.

20 5. ENERGY CONSERVATION REQUIREMENTS

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

24 6. CIVIL RIGHTS REQUIREMENTS

25 The following requirements apply to the underlying contract:

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

34 (2) Equal Employment Opportunity - The following equal employment
35 opportunity requirements apply to the underlying contract:

36 (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the
37 Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49
38 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal
39 employment opportunity requirements of U.S. Department of Labor (U.S. DOL)
40 regulations, "Office of Federal Contract Compliance Programs, Equal

1 Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq .,
2 (which implement Executive Order No. 11246, "Equal Employment
3 Opportunity," as amended by Executive Order No. 11375, "Amending Executive
4 Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e
5 note), and with any applicable Federal statutes, executive orders, regulations, and
6 Federal policies that may in the future affect construction activities undertaken in
7 the course of the Project. The Contractor agrees to take affirmative action to
8 ensure that applicants are employed, and that employees are treated during
9 employment, without regard to their race, color, creed, national origin, sex, or
10 age. Such action shall include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
12 termination; rates of pay or other forms of compensation; and selection for
13 training, including apprenticeship. In addition, the Contractor agrees to comply
14 with any implementing requirements FTA may issue.

15 (b) Age - In accordance with section 4 of the Age Discrimination in Employment
16 Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. §
17 5332, the Contractor agrees to refrain from discrimination against present and
18 prospective employees for reason of age. In addition, the Contractor agrees to
19 comply with any implementing requirements FTA may issue.

20 (c) Disabilities - In accordance with section 102 of the Americans with
21 Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will
22 comply with the requirements of U.S. Equal Employment Opportunity
23 Commission, "Regulations to Implement the Equal Employment Provisions of the
24 Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment
25 of persons with disabilities. In addition, the Contractor agrees to comply with any
26 implementing requirements FTA may issue.

27 (3) The Contractor also agrees to include these requirements in each subcontract
28 financed in whole or in part with Federal assistance provided by FTA, modified
29 only if necessary to identify the affected parties.

30 7. FLY AMERICA REQUIREMENTS

31 The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act)
32 in accordance with the General Services Administration's regulations at 41 CFR
33 Part 301-10, which provide that recipients and subrecipients of Federal funds and
34 their contractors are required to use U.S. Flag air carriers for U.S Government-
35 financed international air travel and transportation of their personal effects or
36 property, to the extent such service is available, unless travel by foreign air carrier
37 is a matter of necessity, as defined by the Fly America Act. The Contractor shall
38 submit, if a foreign air carrier was used, an appropriate certification or
39 memorandum adequately explaining why service by a U.S. flag air carrier was not
40 available or why it was necessary to use a foreign air carrier and shall, in any
41 event, provide a certificate of compliance with the Fly America requirements.
42 The Contractor agrees to include the requirements of this section in all
43 subcontracts that may involve international air transportation.

1 **8. CARGO PREFERENCE REQUIREMENTS**

2 The contractor agrees: a. to use privately owned United States-Flag commercial
3 vessels to ship at least 50 percent of the gross tonnage (computed separately for
4 dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any
5 equipment, material, or commodities pursuant to the underlying contract to the
6 extent such vessels are available at fair and reasonable rates for United States-
7 Flag commercial vessels; b. to furnish within 20 working days following the date
8 of loading for shipments originating within the United States or within 30
9 working days following the date of leading for shipments originating outside the
10 United States, a legible copy of a rated, "on-board" commercial ocean bill-of -
11 lading in English for each shipment of cargo described in the preceding paragraph
12 to the Division of National Cargo, Office of Market Development, Maritime
13 Administration, Washington, DC 20590 and to the FTA recipient (through the
14 contractor in the case of a subcontractor's bill-of-lading.) c. to include these
15 requirements in all subcontracts issued pursuant to this contract when the
16 subcontract may involve the transport of equipment, material, or commodities by
17 ocean vessel.

18 **9. ACCESS TO RECORDS AND REPORTS**

19 Snohomish County, Community Transit, FTA, the Comptroller General of the
20 United States, or any of their duly authorized representatives, shall, until six years
21 after final payment under this contract or for any shorter period specified, have
22 access to and the right to examine any of the Contractor's directly pertinent
23 books, documents, papers or other records involving transactions related to this
24 contract, and may request copies of specific documents at no charge to
25 Snohomish County.

26 If it is apparent that there will be substantial subcontracting, your organization
27 shall include clauses that impose these same requirements on any subcontractor.
28 Thus, there shall be a clause requiring submission of cost and pricing data by
29 subcontractors, a clause permitting examination of cost and pricing data before
30 award and a clause permitting examination of records during the administration of
31 the contract for all subcontractors.

32 Failure to include the above three clauses could subsequently result in:

- 33 A. The Contractor's failure to submit cost data; or,
- 34 B. Refusal by the Contractor to provide such data; or
- 35 C. Refusal by the Contractor to allow the grantee access to the records of the
36 Contractor.

37 Also, failure to include the examination of records provision in negotiated
38 contracts is a violation of FTA Circular 4220.1F.

39 **10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
40 **(CONSTRUCTION)**

41 To the degree required by the law the Contractor shall comply with the following:

1 A. Overtime requirements

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

9
10 B. Violation; liability for unpaid wages; liquidated damages

11 In the event of any violation of the clause set forth in paragraph (1) of this
12 section the contractor and any subcontractor responsible therefore shall be
13 liable for the unpaid wages. In addition, such contractor and subcontractor
14 shall be liable to the United States for liquidated damages. Such liquidated
15 damages shall be computed with respect to each individual laborer or
16 mechanic, including watchmen and guards, employed in violation of the
17 clause set forth in paragraph (1) of this section, in the sum of \$10 for each
18 calendar day on which such individual was required or permitted to work in
19 excess of the standard workweek of forty hours without payment of the
20 overtime wages required by the clause set forth in paragraph (1) of this
21 section.

22
23 C. Withholding for unpaid wages and liquidated damages

24 Snohomish County shall upon its own action or upon written request of an
25 authorized representative of the Department of Labor withhold or cause to be
26 withheld, from any moneys payable on account of work performed by the
27 contractor or subcontractor under any such contract or any other Federal
28 contract with the same prime contractor, or any other federally-assisted
29 contract subject to the Contract Work Hours and Safety Standards Act, which
30 is held by the same prime contractor, such sums as may be determined to be
31 necessary to satisfy any liabilities of such contractor or subcontractor for
32 unpaid wages and liquidated damages as provided in the clause set forth in
33 paragraph (2) of this section.

34
35 D. Subcontracts

36 The contractor or subcontractor shall insert in any subcontracts the clauses set
37 forth in paragraphs (1) through (4) of this section and also a clause requiring
38 the subcontractors to include these clauses in any lower tier subcontracts. The
39 prime contractor shall be responsible for compliance by any subcontractor or
40 lower tier subcontractor with the clauses set forth in paragraphs (1) through
41 (4) of this section.

42 **11. RECYCLED PRODUCTS**

43 The contractor agrees to comply with all the requirements of Section 6002 of the
44 Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962),
45 including but not limited to the regulatory provisions of 40 CFR Part 247, and

1 Executive Order 12873, as they apply to the procurement of the items designated
2 in Subpart B of 40 CFR Part 247.

3 **12. DISCLOSURE OF LOBBYING ACTIVITIES**

4 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying
5 Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -
6 Contractors who apply or bid for an award of \$100,000 or more shall file the
7 certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each
8 tier certifies to the tier above that it will not and has not used Federal appropriated
9 funds to pay any person or organization for influencing or attempting to influence
10 an officer or employee of any agency, a member of Congress, officer or employee
11 of Congress, or an employee of a member of Congress in connection with
12 obtaining any Federal contract, grant or any other award covered by 31 U.S.C.
13 1352. Each tier shall also disclose the name of any registrant under the Lobbying
14 Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-
15 Federal funds with respect to that Federal contract, grant or award covered by 31
16 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

17 **13. BUY AMERICA**

18 A. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part
19 661, which provide that Federal funds may not be obligated unless steel, iron,
20 and manufactured products used in FTA-funded projects are produced in the
21 United States, unless a waiver has been granted by FTA or the product is
22 subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and
23 include final assembly in the United States for 15 passenger vans and 15
24 passenger wagons produced by Chrysler Corporation, microcomputer
25 equipment, software, and small purchases (currently less than \$100,000) made
26 with capital, operating, or planning funds. Separate requirements for rolling
27 stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling
28 stock must be assembled in the United States and have a 60 percent domestic
29 content.

30 B. A bidder or offeror shall submit to Snohomish County the appropriate Buy
31 America certification (Attachment I) with all bids or offers on FTA-funded
32 contracts, except those subject to a general waiver. Bids or offers that are not
33 accompanied by a completed Buy America certification shall be rejected as
34 nonresponsive. This requirement does not apply to lower tier subcontractors.

35 **14. CLEAN AIR REQUIREMENTS**

36 A. The Contractor agrees to comply with all applicable standards, orders or
37 regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.
38 §§ 7401 *et seq* . The Contractor agrees to report each violation to
39 Snohomish County and understands and agrees that Snohomish County
40 will, in turn, report each violation as required to assure notification to FTA
41 and the appropriate EPA Regional Office.

1 B. The Contractor also agrees to include these requirements in each
2 subcontract exceeding \$100,000 financed in whole or in part with Federal
3 assistance provided by FTA.

4 **15. CLEAN WATER REQUIREMENTS**

5 A. The Contractor agrees to comply with all applicable standards, orders or
6 regulations issued pursuant to the Federal Water Pollution Control Act, as
7 amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each
8 violation to Snohomish County and understands and agrees that
9 Snohomish County will, in turn, report each violation as required to assure
10 notification to FTA and the appropriate EPA Regional Office.

11 B. The Contractor also agrees to include these requirements in each
12 subcontract exceeding \$100,000 financed in whole or in part with Federal
13 assistance provided by FTA.

14 **16. DISADVANTAGED BUSINESS ENTERPRISES (DBE) DEFINITIONS**

15 A. **DBE** is an incorporated or unincorporated small business concern or joint
16 venture, as defined by Section 3 of the Small Business Act and
17 implementing regulations, except that a small business concern shall not
18 include any concern or group of concerns controlled by the same socially
19 and economically disadvantaged individual or individuals which has
20 annual average gross receipts in excess of \$14 million over the previous
21 three fiscal years. The Secretary shall adjust this figure from time to time
22 for inflation. A DBE must be certified by the Washington State Office of
23 Minority and Women's Business Enterprises.

24 (1) At least 51 percent of which is owned by one or more socially and
25 economically disadvantaged individuals or, in the case of any
26 publicly owned business, at least 51 percent of the stock of which
27 is owned by one or more socially and economically disadvantaged
28 individuals; and,

29 (2) The management and daily business operations of which are
30 controlled by the socially and economically disadvantaged
31 individuals who own the business.

32 B. **Socially and Economically Disadvantaged Individuals** are those
33 individuals who are citizens of the United States (or lawfully admitted
34 permanent residents) and who are:

35 (1) *Black Americans* - which includes persons having origins in any of
36 the black racial groups of Africa;

37 (2) *Hispanic Americans* - which includes persons of Mexican, Puerto
38 Rican, Cuban, Central or South American or other Spanish or
39 Portuguese culture or origin, regardless of race;

- 1 (3) *Native Americans* - which includes persons who are American
2 Indians, Eskimos, Aleuts or Native Hawaiians;
- 3 (4) *Asian-Pacific Americans* - which includes persons whose origins
4 are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia,
5 the Philippines, Samoa, Guam, the U.S. Trust Territories or the
6 Pacific and the Northern Marianas;
- 7 (5) *Asian-Indian Americans* - which includes persons whose origins
8 are from India, Pakistan and Bangladesh;
- 9 (6) *Women* - regardless of race, ethnicity or origin; and,
- 10 (7) *Other* - individuals found to be socially and economically
11 disadvantaged by the Small Business Administration (SBA)
12 pursuant to Section 8(a) of the Small Business Act.

13 **17. DISADVANTAGED BUSINESS ENTERPRISES**

14 Snohomish County will be receiving payments for this project from Community
15 Transit. This project is subject to 49 CFR 26 - *Participation by Disadvantaged*
16 *Business Enterprises in Department Of Transportation Financial Assistance*
17 *Programs*. As required, Community Transit has established a race-neutral DBE
18 Goal that Snohomish County will pursue. These requirements flow down to all
19 contractors and subcontractors.

20 A. This contract is subject to the requirements of 49 CFR 26. The national goal
21 for participation of DBEs is 10%. Community Transit's race-neutral goal for
22 DBE participation is 3%.

23 B. Snohomish County will be collecting required reports from contractors and
24 subcontractors concerning DBE participation obtained through race-neutral
25 means throughout the period of performance.

26 **18. INFORMATION REGARDING DBES**

27 Information regarding Disadvantaged Business Enterprises currently certified
28 with the State of Washington is available at:

29 Office of Minority and Women's Business Enterprises
30 P.O. Box 41160
31 Olympia, WA 98504-1160
32 (800) 208-1064 Toll Free
33 (360) 586-7079 Fax

34 Internet: <http://www.omwbe.wa.gov/>

35 **19. PROCEDURES BETWEEN AWARD AND EXECUTION**

36 After award of the contract, the successful bidder/proposer shall provide the
37 following additional information:

1 A list of all firms who submitted a bid or quote in an attempt to participate in this
2 project whether they were successful or not. Include the correct business name,
3 federal employer identification number (optional), and a mailing address.

4 **20. REQUIRED DBE CONTRACT CLAUSES**

5 Pursuant to Community Transit's DBE policy, the following clauses will apply to all Contractors and Subcontractors:

6 A. Contract Assurance

7 **The contractor shall place the following clause in all subcontracts:**

8 *The contractor or subcontractor shall not discriminate on the*
9 *basis of race, color, national origin, or sex in the performance of*
10 *this contract. The contractor shall carry out applicable*
11 *requirements of 49 CFR Part 26 in the award and administration*
12 *of DOT-assisted contracts. Failure by the contractor to carry out*
13 *these requirements is a material breach of this contract, which*
14 *may result in the termination of this contract or such other*
15 *remedy as the recipient deems appropriate.*

16 B. Prompt Payment

17 The following clause is incorporated in every DOT-assisted prime contract:

18 *The prime contractor agrees to pay each subcontractor under this*
19 *prime contract for satisfactory performance of its contract no later*
20 *than thirty days from the receipt of each payment the prime*
21 *contractor receives from Snohomish County. The prime contractor*
22 *further agrees to return retainage payments to each subcontractor*
23 *within thirty days after the subcontractor's work is satisfactorily*
24 *completed. Any delay or postponement of payment from the*
25 *above-referenced time frame may occur only for good cause*
26 *following written approval by Snohomish County. This clause*
27 *applies to both DBE and non-DBE subcontractor.*

28 **21. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

29 The Contractor, including any of its officers or holders of a controlling
30 interest, is obligated to inform Snohomish County whether or not it is or
31 has been on any debarred bidders' list maintained by the United States
32 Government. Should the Contractor be included on such a list during the
33 performance of this project, it shall so inform Snohomish County.

34 **22. DAVIS BACON ACT AND COPELAND ACT**

35 The Davis-Bacon Act and Copeland Act will be applicable to this contract.
36 Current Davis-Bacon wage rates are appended to these General Conditions, are
37 incorporated herein as can be found at the following website (for Snohomish
38 County, Washington):

39 <http://www.access.gpo.gov/davisbacon/allstates.html>

1 **The minimum wage rate to be paid workers will be the higher rate**
2 **afforded by either the Washington State Prevailing Wages or Federal**
3 **Davis-Bacon Wage Rates.**

4 (1) **Minimum wages** - (i) All laborers and mechanics employed or working upon
5 the site of the work (or under the United States Housing Act of 1937 or under the
6 Housing Act of 1949 in the construction or development of the project), will be
7 paid unconditionally and not less often than once a week, and without subsequent
8 deduction or rebate on any account (except such payroll deductions as are
9 permitted by regulations issued by the Secretary of Labor under the Copeland Act
10 (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash
11 equivalents thereof) due at time of payment computed at rates not less than those
12 contained in the wage determination of the Secretary of Labor which is attached
13 hereto and made a part hereof, regardless of any contractual relationship which
14 may be alleged to exist between the contractor and such laborers and mechanics.

15 Contributions made or costs reasonably anticipated for bona fide fringe benefits
16 under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics
17 are considered wages paid to such laborers or mechanics, subject to the provisions
18 of paragraph (1)(iv) of this section; also, regular contributions made or costs
19 incurred for more than a weekly period (but not less often than quarterly) under
20 plans, funds, or programs which cover the particular weekly period, are deemed to
21 be constructively made or incurred during such weekly period. Such laborers and
22 mechanics shall be paid the appropriate wage rate and fringe benefits on the wage
23 determination for the classification of work actually performed, without regard to
24 skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics
25 performing work in more than one classification may be compensated at the rate
26 specified for each classification for the time actually worked therein: Provided,
27 that the employer's payroll records accurately set forth the time spent in each
28 classification in which work is performed. The wage determination (including any
29 additional classifications and wage rates conformed under paragraph (1)(ii) of this
30 section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the
31 contractor and its subcontractors at the site of the work in a prominent and
32 accessible place where it can be easily seen by the workers.

33 (ii)(A) The contracting officer shall require that any class of laborers or
34 mechanics, including helpers, which is not listed in the wage determination and
35 which is to be employed under the contract shall be classified in conformance
36 with the wage determination. The contracting officer shall approve an additional
37 classification and wage rate and fringe benefits therefore only when the following
38 criteria have been met:

39 (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be
40 performed by the classification requested is not performed by a classification in
41 the wage determination; and

42 (2) The classification is utilized in the area by the construction industry; and

1 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
2 reasonable relationship to the wage rates contained in the wage determination;
3 and

4 (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification
5 prevails in the area in which the work is performed.

6 (B) If the contractor and the laborers and mechanics to be employed in the
7 classification (if known), or their representatives, and the contracting officer agree
8 on the classification and wage rate (including the amount designated for fringe
9 benefits where appropriate), a report of the action taken shall be sent by the
10 contracting officer to the Administrator of the Wage and Hour Division,
11 Employment Standards Administration, U.S. Department of Labor, Washington,
12 DC 20210. The Administrator, or an authorized representative, will approve,
13 modify, or disapprove every additional classification action within 30 days of
14 receipt and so advise the contracting officer or will notify the contracting officer
15 within the 30-day period that additional time is necessary.

16 (C) In the event the contractor, the laborers or mechanics to be employed in the
17 classification or their representatives, and the contracting officer do not agree on
18 the proposed classification and wage rate (including the amount designated for
19 fringe benefits, where appropriate), the contracting officer shall refer the
20 questions, including the views of all interested parties and the recommendation of
21 the contracting officer, to the Administrator for determination. The Administrator,
22 or an authorized representative, will issue a determination within 30 days of
23 receipt and so advise the contracting officer or will notify the contracting officer
24 within the 30-day period that additional time is necessary.

25 (D) The wage rate (including fringe benefits where appropriate) determined
26 pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all
27 workers performing work in the classification under this contract from the first
28 day on which work is performed in the classification.

29 (iii) Whenever the minimum wage rate prescribed in the contract for a class of
30 laborers or mechanics includes a fringe benefit which is not expressed as an
31 hourly rate, the contractor shall either pay the benefit as stated in the wage
32 determination or shall pay another bona fide fringe benefit or an hourly cash
33 equivalent thereof.

34 (iv) If the contractor does not make payments to a trustee or other third person,
35 the contractor may consider as part of the wages of any laborer or mechanic the
36 amount of any costs reasonably anticipated in providing bona fide fringe benefits
37 under a plan or program, Provided, That the Secretary of Labor has found, upon
38 the written request of the contractor, that the applicable standards of the Davis-
39 Bacon Act have been met. The Secretary of Labor may require the contractor to
40 set aside in a separate account assets for the meeting of obligations under the plan
41 or program.

42 (v)(A) The contracting officer shall require that any class of laborers or mechanics
43 which is not listed in the wage determination and which is to be employed under

1 the contract shall be classified in conformance with the wage determination. The
2 contracting officer shall approve an additional classification and wage rate and
3 fringe benefits therefore only when the following criteria have been met:

4 (1) The work to be performed by the classification requested is not performed by
5 a classification in the wage determination; and

6 (2) The classification is utilized in the area by the construction industry; and

7 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
8 reasonable relationship to the wage rates contained in the wage determination.

9 (B) If the contractor and the laborers and mechanics to be employed in the
10 classification (if known), or their representatives, and the contracting officer agree
11 on the classification and wage rate (including the amount designated for fringe
12 benefits where appropriate), a report of the action taken shall be sent by the
13 contracting officer to the Administrator of the Wage and Hour Division,
14 Employment Standards Administration, Washington, DC 20210. The
15 Administrator, or an authorized representative, will approve, modify, or
16 disapprove every additional classification action within 30 days of receipt and so
17 advise the contracting officer or will notify the contracting officer within the 30-
18 day period that additional time is necessary.

19 (C) In the event the contractor, the laborers or mechanics to be employed in the
20 classification or their representatives, and the contracting officer do not agree on
21 the proposed classification and wage rate (including the amount designated for
22 fringe benefits, where appropriate), the contracting officer shall refer the
23 questions, including the views of all interested parties and the recommendation of
24 the contracting officer, to the Administrator for determination. The Administrator,
25 or an authorized representative, will issue a determination with 30 days of receipt
26 and so advise the contracting officer or will notify the contracting officer within
27 the 30-day period that additional time is necessary.

28 (D) The wage rate (including fringe benefits where appropriate) determined
29 pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all
30 workers performing work in the classification under this contract from the first
31 day on which work is performed in the classification.

32 (2) **Withholding** – Snohomish County shall upon its own action or upon written
33 request of an authorized representative of the Department of Labor withhold or
34 cause to be withheld from the contractor under this contract or any other Federal
35 contract with the same prime contractor, or any other federally-assisted contract
36 subject to Davis-Bacon prevailing wage requirements, which is held by the same
37 prime contractor, so much of the accrued payments or advances as may be
38 considered necessary to pay laborers and mechanics, including apprentices,
39 trainees, and helpers, employed by the contractor or any subcontractor the full
40 amount of wages required by the contract. In the event of failure to pay any
41 laborer or mechanic, including any apprentice, trainee, or helper, employed or
42 working on the site of the work (or under the United States Housing Act of 1937
43 or under the Housing Act of 1949 in the construction or development of the

1 project), all or part of the wages required by the contract, Snohomish County may,
2 after written notice to the contractor, sponsor, applicant, or owner, take such
3 action as may be necessary to cause the suspension of any further payment,
4 advance, or guarantee of funds until such violations have ceased.

5 **(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto
6 shall be maintained by the contractor during the course of the work and preserved
7 for a period of three years thereafter for all laborers and mechanics working at the
8 site of the work (or under the United States Housing Act of 1937, or under the
9 Housing Act of 1949, in the construction or development of the project). Such
10 records shall contain the name, address, and social security number of each such
11 worker, his or her correct classification, hourly rates of wages paid (including
12 rates of contributions or costs anticipated for bona fide fringe benefits or cash
13 equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-
14 Bacon Act), daily and weekly number of hours worked, deductions made and
15 actual wages paid. Whenever the Secretary of Labor has found under 29 CFR
16 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any
17 costs reasonably anticipated in providing benefits under a plan or program
18 described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall
19 maintain records which show that the commitment to provide such benefits is
20 enforceable, that the plan or program is financially responsible, and that the plan
21 or program has been communicated in writing to the laborers or mechanics
22 affected, and records which show the costs anticipated or the actual cost incurred
23 in providing such benefits. Contractors employing apprentices or trainees under
24 approved programs shall maintain written evidence of the registration of
25 apprenticeship programs and certification of trainee programs, the registration of
26 the apprentices and trainees, and the ratios and wage rates prescribed in the
27 applicable programs.

28 (ii)(A) The contractor shall submit weekly for each week in which any contract
29 work is performed a copy of all payrolls to Snohomish County. The payrolls
30 submitted shall set out accurately and completely all of the information required
31 to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This
32 information may be submitted in any form desired. Optional Form WH-347 is
33 available for this purpose and may be purchased from the Superintendent of
34 Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing
35 Office, Washington, DC 20402. The prime contractor is responsible for the
36 submission of copies of payrolls by all subcontractors.

37 (B) Each payroll submitted shall be accompanied by a "Statement of
38 Compliance," signed by the contractor or subcontractor or his or her agent who
39 pays or supervises the payment of the persons employed under the contract and
40 shall certify the following:

41 (1) That the payroll for the payroll period contains the information required to be
42 maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such
43 information is correct and complete;

1 (2) That each laborer or mechanic (including each helper, apprentice, and trainee)
2 employed on the contract during the payroll period has been paid the full weekly
3 wages earned, without rebate, either directly or indirectly, and that no deductions
4 have been made either directly or indirectly from the full wages earned, other than
5 permissible deductions as set forth in Regulations, 29 CFR part 3;

6 (3) That each laborer or mechanic has been paid not less than the applicable wage
7 rates and fringe benefits or cash equivalents for the classification of work
8 performed, as specified in the applicable wage determination incorporated into the
9 contract.

10 (C) The weekly submission of a properly executed certification set forth on the
11 reverse side of Optional Form WH-347 shall satisfy the requirement for
12 submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B)
13 of this section.

14 (D) The falsification of any of the above certifications may subject the contractor
15 or subcontractor to civil or criminal prosecution under section 1001 of title 18 and
16 section 231 of title 31 of the United States Code.

17 (iii) The contractor or subcontractor shall make the records required under
18 paragraph (a)(3)(i) of this section available for inspection, copying, or
19 transcription by authorized representatives of the Federal Transit Administration
20 or the Department of Labor, and shall permit such representatives to interview
21 employees during working hours on the job. If the contractor or subcontractor
22 fails to submit the required records or to make them available, the Federal agency
23 may, after written notice to the contractor, sponsor, applicant, or owner, take such
24 action as may be necessary to cause the suspension of any further payment,
25 advance, or guarantee of funds. Furthermore, failure to submit the required
26 records upon request or to make such records available may be grounds for
27 debarment action pursuant to 29 CFR 5.12.

28 (4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to
29 work at less than the predetermined rate for the work they performed when they
30 are employed pursuant to and individually registered in a bona fide apprenticeship
31 program registered with the U.S. Department of Labor, Employment and Training
32 Administration, Bureau of Apprenticeship and Training, or with a State
33 Apprenticeship Agency recognized by the Bureau, or if a person is employed in
34 his or her first 90 days of probationary employment as an apprentice in such an
35 apprenticeship program, who is not individually registered in the program, but
36 who has been certified by the Bureau of Apprenticeship and Training or a State
37 Apprenticeship Agency (where appropriate) to be eligible for probationary
38 employment as an apprentice. The allowable ratio of apprentices to journeymen
39 on the job site in any craft classification shall not be greater than the ratio
40 permitted to the contractor as to the entire work force under the registered
41 program. Any worker listed on a payroll at an apprentice wage rate, who is not
42 registered or otherwise employed as stated above, shall be paid not less than the
43 applicable wage rate on the wage determination for the classification of work
44 actually performed. In addition, any apprentice performing work on the job site in

1 excess of the ratio permitted under the registered program shall be paid not less
2 than the applicable wage rate on the wage determination for the work actually
3 performed. Where a contractor is performing construction on a project in a
4 locality other than that in which its program is registered, the ratios and wage
5 rates (expressed in percentages of the journeyman's hourly rate) specified in the
6 contractor's or subcontractor's registered program shall be observed. Every
7 apprentice must be paid at not less than the rate specified in the registered
8 program for the apprentice's level of progress, expressed as a percentage of the
9 journeymen hourly rate specified in the applicable wage determination.
10 Apprentices shall be paid fringe benefits in accordance with the provisions of the
11 apprenticeship program. If the apprenticeship program does not specify fringe
12 benefits, apprentices must be paid the full amount of fringe benefits listed on the
13 wage determination for the applicable classification. If the Administrator of the
14 Wage and Hour Division of the U.S. Department of Labor determines that a
15 different practice prevails for the applicable apprentice classification, fringes shall
16 be paid in accordance with that determination. In the event the Bureau of
17 Apprenticeship and Training, or a State Apprenticeship Agency recognized by the
18 Bureau, withdraws approval of an apprenticeship program, the contractor will no
19 longer be permitted to utilize apprentices at less than the applicable predetermined
20 rate for the work performed until an acceptable program is approved.

21 (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted
22 to work at less than the predetermined rate for the work performed unless they are
23 employed pursuant to and individually registered in a program which has received
24 prior approval, evidenced by formal certification by the U.S. Department of
25 Labor, Employment and Training Administration. The ratio of trainees to
26 journeymen on the job site shall not be greater than permitted under the plan
27 approved by the Employment and Training Administration. Every trainee must be
28 paid at not less than the rate specified in the approved program for the trainee's
29 level of progress, expressed as a percentage of the journeyman hourly rate
30 specified in the applicable wage determination. Trainees shall be paid fringe
31 benefits in accordance with the provisions of the trainee program. If the trainee
32 program does not mention fringe benefits, trainees shall be paid the full amount of
33 fringe benefits listed on the wage determination unless the Administrator of the
34 Wage and Hour Division determines that there is an apprenticeship program
35 associated with the corresponding journeyman wage rate on the wage
36 determination which provides for less than full fringe benefits for apprentices.
37 Any employee listed on the payroll at a trainee rate who is not registered and
38 participating in a training plan approved by the Employment and Training
39 Administration shall be paid not less than the applicable wage rate on the wage
40 determination for the classification of work actually performed. In addition, any
41 trainee performing work on the job site in excess of the ratio permitted under the
42 registered program shall be paid not less than the applicable wage rate on the
43 wage determination for the work actually performed. In the event the
44 Employment and Training Administration withdraws approval of a training
45 program, the contractor will no longer be permitted to utilize trainees at less than

1 the applicable predetermined rate for the work performed until an acceptable
2 program is approved.

3 (iii) Equal employment opportunity - The utilization of apprentices, trainees and
4 journeymen under this part shall be in conformity with the equal employment
5 opportunity requirements of Executive Order 11246, as amended, and 29 CFR
6 part 30.

7 (iv) Apprentice Utilization Report – Standard Apprentice Utilization Reports are
8 required and shall be submitted by the Contractor with each pay application.

9 (5) **Compliance with Copeland Act requirements** - The contractor shall comply
10 with the requirements of 29 CFR part 3, which are incorporated by reference in
11 this contract.

12 (6) **Subcontracts** - The contractor or subcontractor shall insert in any
13 subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such
14 other clauses as the Federal Transit Administration may by appropriate
15 instructions require, and also a clause requiring the subcontractors to include these
16 clauses in any lower tier subcontracts. The prime contractor shall be responsible
17 for the compliance by any subcontractor or lower tier subcontractor with all the
18 contract clauses in 29 CFR 5.5.

19 (7) **Contract termination: debarment** - A breach of the contract clauses in 29
20 CFR 5.5 may be grounds for termination of the contract, and for debarment as a
21 contractor and a subcontractor as provided in 29 CFR 5.12.

22 (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings
23 and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR
24 parts 1, 3, and 5 are herein incorporated by reference in this contract.

25 (9) **Disputes concerning labor standards** - Disputes arising out of the labor
26 standards provisions of this contract shall not be subject to the general disputes
27 clause of this contract. Such disputes shall be resolved in accordance with the
28 procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.
29 Disputes within the meaning of this clause include disputes between the
30 contractor (or any of its subcontractors) and Snohomish County, the U.S.
31 Department of Labor, or the employees or their representatives.

32 (10) **Certification of eligibility** - (i) By entering into this contract, the contractor
33 certifies that neither it (nor he or she) nor any person or firm who has an interest
34 in the contractor's firm is a person or firm ineligible to be awarded Government
35 contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

36 (ii) No part of this contract shall be subcontracted to any person or firm ineligible
37 for award of a Government contract by virtue of section 3(a) of the Davis-Bacon
38 Act or 29 CFR 5.12(a)(1).

39 (iii) The penalty for making false statements is prescribed in the U.S. Criminal
40 Code, 18 U.S.C. 1001.

41 Closeout and final payment of this project may be contingent upon
42 completion and resolution of a Davis-Bacon Prevailing Wage audit.

1 **23. PAYMENT, PERFORMANCE, RETAINAGE AND BID BONDS**

2 23.1 Bid Bond: All Bids shall be accompanied by a deposit in cash, certified
3 check, cashier's check or surety bond in an amount equal to five percent (5%) of
4 the amount of such final cost Bid. Should the successful Bidder fail to enter into a
5 contract and furnish satisfactory performance and payment bonds, the Bid deposit
6 shall be forfeited.

7
8 23.2 Payment and Performance Bonds: Contractor shall furnish Snohomish
9 County, at Contractor's cost, on the date of execution of the Contract, with
10 payment, and performance bonds each in the amount of 100% of the total
11 Contract sum, including all change orders and sales tax, conditioned upon
12 Contractor faithfully performing all of its obligations under this Contract within
13 the time prescribed therein, including payment of all subcontractors and
14 materialmen, taxes imposed on Contractor under Title 82 RCW, and liquidated
15 damages. The bond shall be issued by a corporate surety acceptable to Snohomish
16 County and licensed to do business in the State of Washington. In the event the
17 surety becomes unacceptable to Snohomish County during the course of
18 construction, Contractor shall, upon Snohomish County's written request and at
19 contractor's sole cost and expenses obtain a payment, performance and warranty
20 bond from another surety acceptable to Snohomish County.

21
22 23.3 Retainage Bond: Contractor shall furnish Snohomish County a retainage
23 bond of five (5) percent of the contract cost to be held in lieu of actual retainage.
24 The bond shall be issued by a corporate surety acceptable to Snohomish County
25 and licensed to do business in the State of Washington. In the event the surety
26 becomes unacceptable to Snohomish County during the course of construction,
27 Contractor shall, upon Snohomish County's written request and at contractor's
28 sole cost and expenses obtain a retainage bond from another surety acceptable to
29 Snohomish County. **Since retainage is not being held, the prime contractor**
30 **shall not hold retainage on any tier subcontractor.**
31

1 **EXHIBIT D**

2
3 **Swift II BRT Project – Snohomish County Ownership & FTA Continuing Control**

4
5 This attachment summarizes Swift II BRT Project elements to be transferred to
6 Snohomish County ownership and requiring assurance to FTA of ongoing maintenance
7 and continuing control.

8
9 Project elements to be owned and maintained by Snohomish County include:

- 10 • Right-of-way
11 • Roadway, curb & gutter
12 • Sidewalk
13 • Traffic & Pedestrian Signals
14 • Stormwater systems

15
16 Elements shaded in green on the attached aerial map plans.
17

Location	Direction
SR 527 at SR 524 (208th St SE)	Northbound
SR 527 at 196th St SE	Northbound
SR 527 at 196th St SE	Southbound
SR 527 at 180th St SE	Northbound
SR 527 at 180th St SE	Southbound
128th St SW at 4th Ave SE	Northbound/Westbound
128th St SW at 4th Ave SE	Southbound/Eastbound
Airport Road at E Gibson Rd	Northbound/Westbound
Airport Road at E Gibson Rd	Southbound/Eastbound
Airport Road at 100th St SW	Northbound
Airport Road at 100th St SW	Southbound
128th St SW at I-5 (west of I-5)	Southbound/Eastbound

18



DATE: 10/18/16



SR 527 at SR 524 (Northbound)

STATION # NB 3032

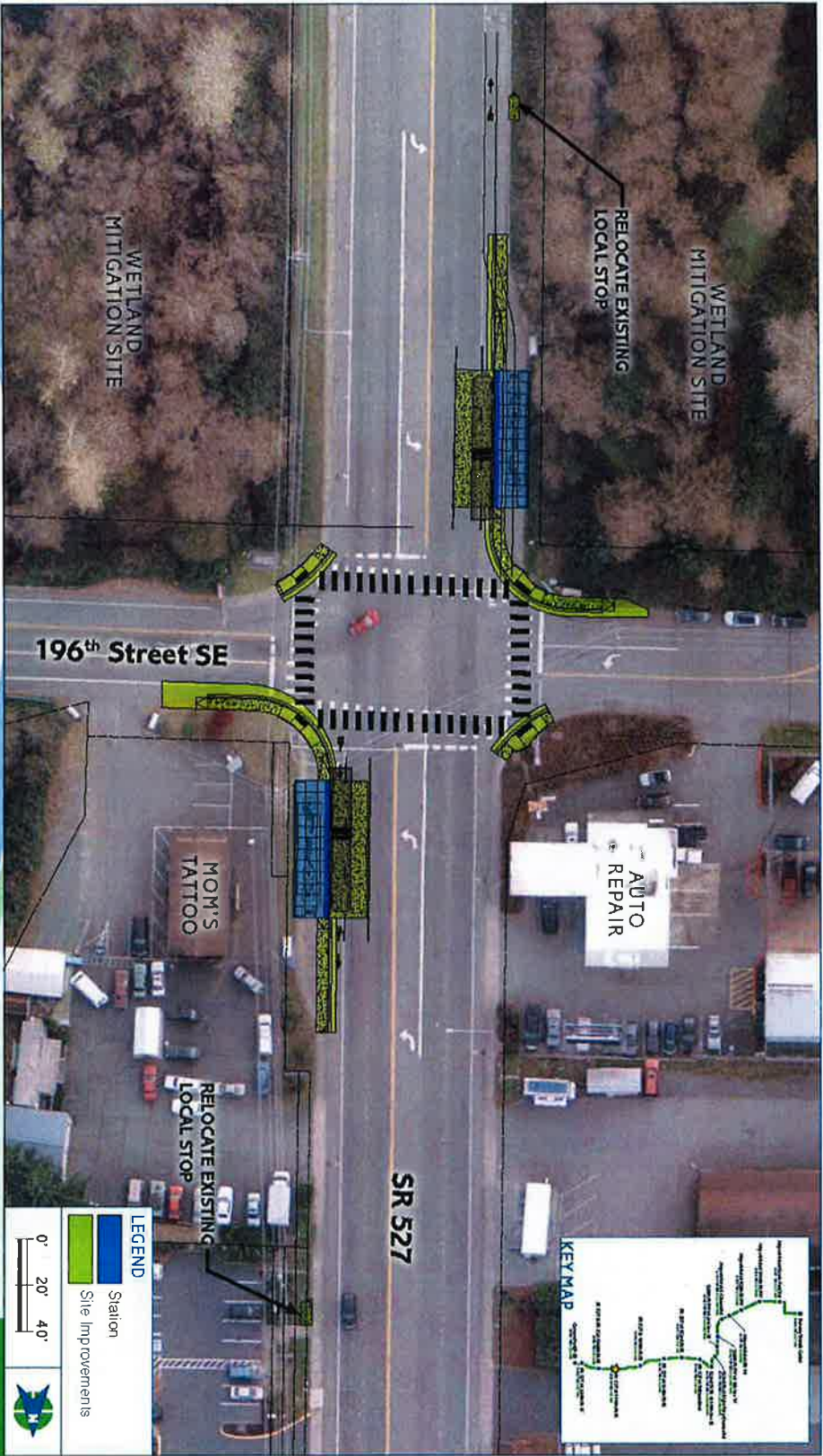
INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



SR 527 at 196th Street SE

STATION #
SB 3050
&
NB 3031



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY
 IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL
 IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



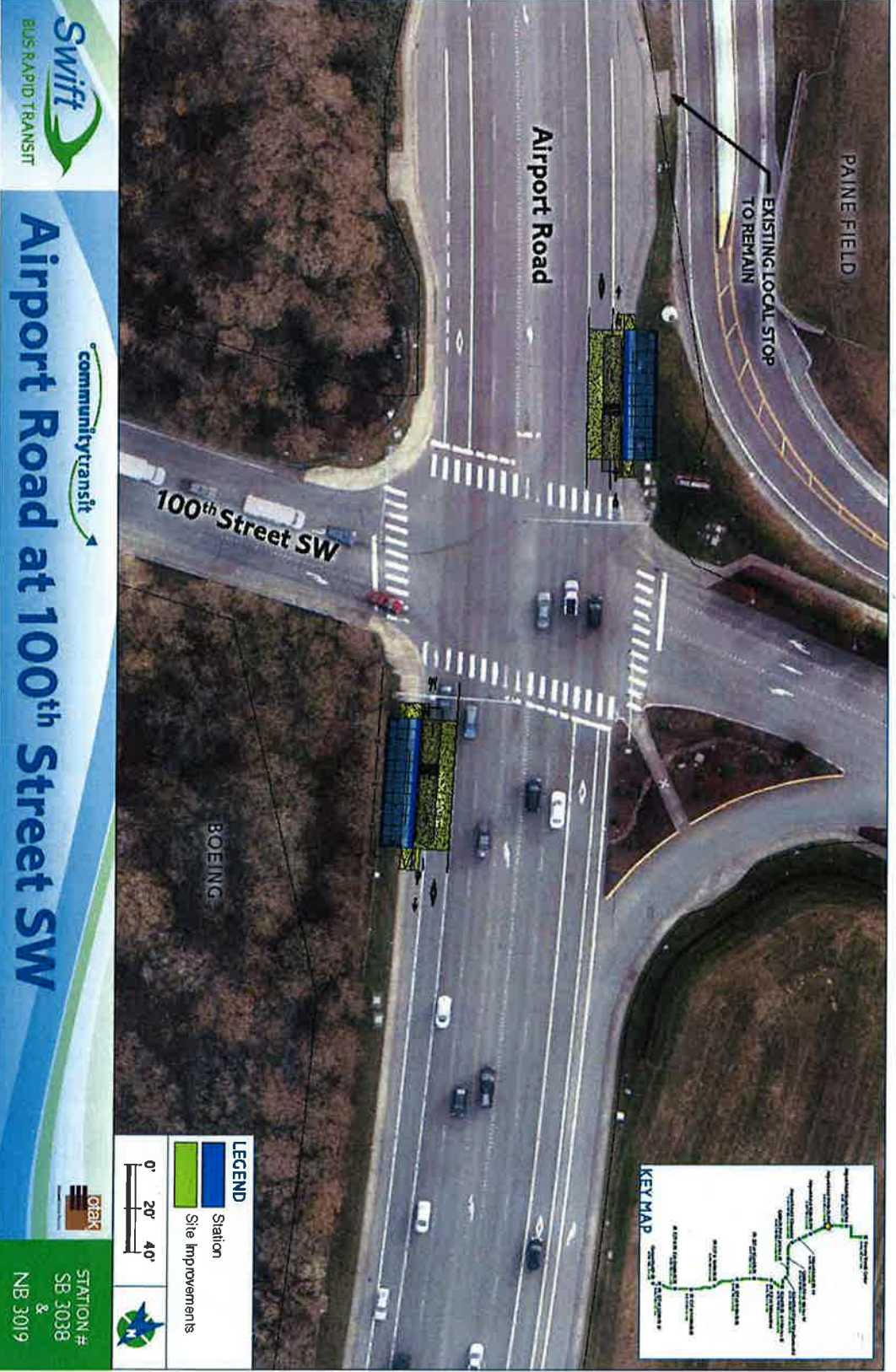
communitytransit
Airport Road at SR 99



STATION #
 SB 3040
 &
 NB 3021

INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY
 IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL
 IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE

DATE: 10/18/16



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE



DATE: 2/29/16



communitytransit
128th Street Improvements at I-5 (West of I-5)



INTERLOCAL AGREEMENT CONCERNING PEDESTRIAN FACILITY
 IMPROVEMENTS TO CERTAIN COUNTY ROADS AND CONTINUING CONTROL
 IN SUPPORT OF THE NEW COMMUNITY TRANSIT SWIFT II BUS RAPID TRANSIT LINE