



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

January 5, 2016

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

*Rcv'd 1/19/16
DBloom*

Dennis Bloom
Intercity Transit
PO Box 659,
Olympia, WA 98507-0659

*Regional Mobility
Extend Sound
Transit 592*

Subject: Amendment One to Agreement GCB1504

Dear Mr. Bloom,

Enclosed is a fully executed copy of amendment one for Agreement GCB1504, Olympia-Seattle Express Bus Service project.

We will email you the personalized reimbursement request and required quarterly progress report forms. To receive payment, please e-mail your completed reimbursement request to PTDinvoices@wsdot.wa.gov and cc Tom Hanson.

If you have any questions or need technical assistance, please contact Tom Hanson at (360) 705-7919. We look forward to working with you during the course of your project.

Sincerely,

Don Chartock, Project Delivery Manager
Public Transportation Division

CD: at

Enclosures

The FIRST AMENDMENT to AGREEMENT GCB1504 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Intercity Transit (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 10, Section 220 (4) and (5), provides Regional Mobility funding through the multimodal transportation account and the regional mobility grant program account as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, the State of Washington in its Sessions Laws of 2015, Chapter 43, Section 207, subsection (2), (3), (4) and (7), added new revenue funds for Paratransit/Special Needs, Paratransit/Special Needs Non-profit, Regional Mobility and other proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account, as identified in the budget through its 2015-2017 biennial appropriations to WSDOT;

WHEREAS, WSDOT Public Transportation Division administers **Regional Mobility Grant** Program funds to provide assistance solely for transportation projects as identified in **LEAP Transportation Document 2015-2 ALL PROJECTS** Public Transportation V, as developed on May 26, 2015;

WHEREAS, both PARTIES agree to amend AGREEMENT GCB1504 to reduce the 2013-2015 Regional Mobility Grant award of \$530,000 to the actual amount spent of \$480,507 in 2013-2015 biennium;

WHEREAS, both PARTIES agree to amend AGREEMENT GCB1504 to add \$640,000 in 2015-2017 Regional Mobility Grant funds; and

WHEREAS, both PARTIES agree to amend AGREEMENT GCB1504 to add the Project Identification Number (PIN), 20130024, in the Project Title caption space in the agreement's header for project tracking purposes;

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT GCB1504:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the Caption Heading, "**Project Title**" to read as follows:

Project Title: Olympia-Seattle Express Bus Service
PIN: 20130024

3. Amend the Caption Heading, "PROJECT COST" to read as follows

| Project Cost | |
|-------------------------------------|----------------|
| Total Project Cost | \$1,462,500.00 |
| State Regional Mobility Grant Funds | \$ 1,120,507 |
| Minimum Matching Funds Required | \$ 292,500 |

4. Amend Exhibit I, Project A, to read as follows:

Project A: Extend Sound Transit Route 592 to Olympia.

| Total Project Cost | |
|--------------------------------------|-----------------------|
| TOTAL PROJECT COST | \$1,462,500.00 |
| 2013-2015 RMG Funds Available | \$ 530,000 |
| 2013-2015 RMG Funds Spent | \$ 480,507 |
| 2013-2015 Unspent Remaining Balance* | \$ 49,493 |
| 2015-2017 RMG Funds Available | \$ 640,000 |
| Total RMG Grant Funds | \$ 1,120,507 |
| Minimum Local Match | \$292,500.00 |

** Budget: 2013-2015 Unspent Remaining Balance has not been approved by Legislature. Funds will be added by amendment if re-appropriated.*

5. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."
6. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Brian Lagerberg, Director
Public Transportation Division

Date: 1/12/14

CONTRACTOR

By: [Signature]
Authorized Representative

Title: General Manager

Print Name: Ann Freeman-Monzano

Date: 1/4/14



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 30, 2013

Ann Freeman-Manzanares
Intercity Transit
PO Box 659
Olympia, WA 98507-0659

Subject: 2013-2015 State Operating Agreement GCB1504
Regional Mobility Grant Program.

Dear Ms. Freeman-Manzanares:

Enclosed is a completely executed original Agreement GCB1504 State Operating Regional Mobility Grant. These funds are to extend Sound Transit Route 592 to Olympia.

You will receive by email your reimbursement request forms and required quarterly progress report forms. To receive payment, please send your completed forms to:

WSDOT
Public Transportation Division
P.O. Box 47387
Olympia, WA 98504-7387

If you have any questions or need technical assistance, you may contact Mark Eldridge at 360-705-7273. We look forward to working with you during the course of your project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theo Yu', written over a horizontal line.

Theo Yu, Accountability and Budget Manager
Public Transportation Division

TY: krc

Enclosures

| State Operating Grant Agreement | |
|---|--|
| Regional Mobility Grant Program | |
| Washington State Department of Transportation Public Transportation Division 310 Maple Park Avenue SE PO Box 47387 Olympia, WA 98504-7387 WSDOT Contact: Mark Eldridge 360-705-7273 | Contractor: Intercity Transit PO Box 659 Olympia, WA 98507 Contact Person: Dennis Bloom 360-705-5832 |
| Term of Project: July 1, 2013 through June 30, 2017 | Federal ID #: 91-1119706 |
| Scope of Project: Scope of Project as set forth in Exhibit I, Scope of Work and Budget. | Project Title: Olympia-Seattle Express Bus Service |
| Location: As set forth in Exhibit I: Project Scope, Schedule and Budget and Attachment A to Exhibit I | Project Costs: <div style="text-align: right;"> Total Project Cost \$ 1,462,500 State Regional Mobility Grant Funds \$ 530,000 Minimum Matching Funds Required \$ 292,500 </div> |
| Agreement Number: GCB1504 | |

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2013 Chapter 306 Section 220 (1), (2) and (4) provides Rural Mobility, Paratransit/Special Needs, Regional Mobility and other special proviso funding through the multimodal transportation account, rural mobility grant program account, and regional mobility program account, as identified in the budget through its 2013-2015 biennial appropriations to WSDOT;

WHEREAS, WSDOT's Public Transportation Division administers the Regional Mobility Grant Program funds to provide assistance solely for transportation projects as identified in LEAP Transportation Document 2013-2 ALL PROJECTS;

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, "Scope of Work and Budget," which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Purpose of Agreement

The purpose of this AGREEMENT is for WSDOT to provide operating funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington, hereinafter known as the "Project."

Section 2

Scope of Project

The CONTRACTOR shall undertake and complete the Project described and detailed in Exhibit I, "Scope of Work and Budget," which is by this reference fully incorporated herein as if fully set out in this AGREEMENT and operate the service within the area described in the caption space header titled "Service Area," in accordance with the terms and conditions of this AGREEMENT. The caption space header titled "Service Area" and all caption space headers are by this reference incorporated herein as if fully set out in this AGREEMENT.

Section 3

Term of Project

The CONTRACTOR shall commence, perform, and complete the Project within the time defined in the caption space header titled "Term of Project" on this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein.

Section 4

Project Costs and Minimum Match Requirement

The reimbursable costs of the Project shall not exceed the amount indicated for "State Regional Mobility Grant Funds" located within the caption space header titled "Project Costs." The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit I, "Project Scope, Schedule and Budget" and Attachment A. The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in the caption space header titled "Project Costs" in the amount indicated as "Minimum Matching Funds Required." Eligible matching funds will be defined in WSDOT's *Regional Mobility Grant Guide*, 2013 version, and any amendments thereto, which will by this reference be fully incorporated herein when it is completed as if fully set out in this AGREEMENT. If at any time the CONTRACTOR becomes aware that the cost which it expects to incur in the performance of this AGREEMENT will exceed or be less than the amount identified as "Total Project Cost" in the caption space header titled "Project Costs," the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

Section 5

Payment

A. State funds shall be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Exhibit I, "Scope of Work and Budget." Allowable Project expenses shall be determined by WSDOT as described in WSDOT's *Regional Mobility Grant Guide*, 2013 version, which by this reference is fully incorporated herein. In no event shall the total amount reimbursed by WSDOT exceed "State Funds" identified in the caption space header titled "Project Costs," above.

B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Project." Such costs to be reimbursed shall be calculated as described in WSDOT's *Regional Mobility Grant Guide*, 2013 version, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the ending dates shown in the caption space titled "Term of Project". The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.

C. The CONTRACTOR shall submit an invoice by the 15th of July of every state fiscal year (July 1 through June 30) of the Term of Project. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. The CONTRACTOR's final payment request must be received by WSDOT by July 15 immediately following the final fiscal year of the Term of Project, within thirty (30) days of the completion of the Project, or within thirty (30) days of the termination of this AGREEMENT, whichever is sooner. Any payment request received after the 15th day after the end of the grant period will not be eligible for reimbursement.

Section 6

Assignments and Subcontracts

A. Unless otherwise authorized in advance and in writing by WSDOT, the CONTRACTOR shall not assign any portion of the Project or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT.

B. The CONTRACTOR agrees to include Sections 9 through 17 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this AGREEMENT. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the CONTRACTOR under this AGREEMENT:

Statement of Financial Assistance:

"This AGREEMENT is subject to the appropriations of the State of Washington."

Section 7

Reports

The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any

amendments thereto, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

Section 8

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Guide to Managing Your Public Transportation Grant*, and any amendments thereto. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 9

No Obligation by the State Government

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

Section 10

Personal Liability of Public Officers

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

Section 11

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 12

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW.

Section 13

Environmental Protection

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

Section 14

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. Documentation of Project Costs and Program Income. The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 15

Audits, Inspection, and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. Inspection. The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project

Section 16

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with Title 49 RCW, Labor Regulations.

Section 17

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 18

Coordination of Special Needs Transportation

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

Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 18 – Coordination of Special Needs Transportation.

Section 19

Disputes

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

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

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

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

Section 20

State and Local Law

Except when a federal statute or regulation pre-empts state or, local law, no provision of this AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. Thus if any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 21

Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

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

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

Section 22

Forbearance by WSDOT Not a Waiver

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

Section 23

Lack of Waiver

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

Section 24

Limitation of Liability

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

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

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

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

Section 25
Agreement Modifications

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

Section 26
WSDOT Advice

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

Section 27
Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28
Subrogation

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

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

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

Section 29
Counterparts

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

Section 30
Complete Agreement

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

Section 31
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 32

Execution

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

Section 33

Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

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

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: 

Brian Lagerberg, Director
Public Transportation Division

Date: 

APPROVED AS TO FORM

By: Susan Cruise
Assistant Attorney General

Date: June 20, 2013

CONTRACTOR

By: 

Authorized Representative

Title: General Manager

Print Name: Ann Freeman-Manzanares

Date: 7/30/13

Exhibit I

| | |
|-------------------------------|-------------|
| Total Project Cost | \$1,462,500 |
| 2013-15 Biennium Grant Amount | \$530,000 |
| Minimum match requirement | \$292,500 |

Project A

Extend Sound Transit Route 592 to Olympia.

See Attachment A, Regional Mobility Grant Application, for additional details.

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1. Project Summary
2013-2015 Regional Mobility Grant

| | | | | | |
|---|--|--|--|-------------|-------------|
| Project Title Olympia - Seattle Express Bus Service | | Category | | 2 Yr | 4 Yr |
| | | CN | | | |
| | | OP | | ✓ | |
| | | EV | | | ✓ |
| Lead Agency Intercity Transit | | Federal Tax ID # | | 91-1119706 | |
| | | Legislative Districts | | 2,20,22,35 | |
| Mailing address PO Box 659 Olympia, WA 98507-0659 | | Grant request for 2013 - 2015 | | \$530,000 | |
| | | Grant request for 2015 - 2017 | | \$640,000 | |
| | | Total grant request | | \$1,170,000 | |
| | | EXPENDITURE PLAN | | | |
| Address to receive reimbursement checks PO Box 659 Olympia, WA 98507-0659 | | 2013-2015 Biennium | | | |
| | | Jul - Sep, 2013 | | \$0 | |
| | | Oct - Dec, 2013 | | \$80,000 | |
| | | Jan - Mar, 2014 | | \$74,000 | |
| | | Apr - Jun, 2014 | | \$74,000 | |
| Project Manager Dennis Bloom Phone no. 360.705.5832 Email dbloom@intercitytransit.com | | Jul - Sep, 2014 | | \$74,000 | |
| | | Oct - Dec, 2014 | | \$74,000 | |
| | | Jan - Mar, 2015 | | \$77,000 | |
| | | Apr - Jun, 2015 | | \$77,000 | |
| | | Total 2013-2015 Biennium | | \$530,000 | |
| Grant Administrator Bob Holman Phone no. 360.705.5885 Email bholman@intercitytransit.com | | 2015-2017 Biennium | | | |
| | | Jul - Sep, 2015 | | \$77,000 | |
| | | Oct - Dec, 2015 | | \$77,000 | |
| | | Jan - Mar, 2016 | | \$80,000 | |
| | | Apr - Jun, 2016 | | \$80,000 | |
| Billing Contact Leslie Williamson Phone no. 360.705.5816 Email lwilliamson@intercitytransit.com | | Jul - Sep, 2016 | | \$80,000 | |
| | | Oct - Dec, 2016 | | \$80,000 | |
| | | Jan - Mar, 2017 | | \$83,000 | |
| | | Apr - Jun, 2017 | | \$83,000 | |
| | | Total 2015-2017 Biennium | | \$640,000 | |
| | | Total grant request both biennium's | | \$1,170,000 | |
| Summarize the proposed grant project Extends Sound Transit's (ST) Route 592, currently operating between DuPont, Lakewood and Seattle, to Olympia. Increasing ST's regional express bus service into Thurston County will reduce vehicle trips, provide additional congestion relief along a vital I-5 commuter corridor, and improve public transportation and service transfer options between the South Puget Sound and Central Puget Sound regions. | | | | | |
| WSDOT Approved Vehicle Trips Reduced (VT) | | WSDOT Approved Vehicle Miles Traveled Reduced (VMT) | | | |
| 33,660 In Year 1 | | 1,949,526 In Year 1 | | | |
| 52,020 In Year 4 | | 2,999,322 In Year 4 | | | |



2. Readiness to Proceed 2013-2015 Regional Mobility Grants

Readiness to Proceed Checklist

Design % complete

100%

Environmental permits applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☐

Building permits applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☐

Executive Order 05-05 compliance applied for?
approved?

Yes ☐ No ☒
Yes ☐ No ☐

Land /right-of-way % acquired

0%

Construction % complete

0%

RFP (or IFB) published?

Yes ☐ No ☒

Or – other agency procurement identified?

Yes ☒ No ☐

Vendor selected?

Yes ☒ No ☐

Additional Information

This is a service project. It extends the existing ST Express service, Route 592, currently operated by Pierce Transit and under contract to ST, to serve the I-5 corridor from its current terminal in the City of DuPont, Washington to the Olympia/Lacey, Washington area. ST has service hours and capacity within their existing fleet to extend the operation of the route to serve the state's Capitol City. The route would be extend to IT's downtown Olympia Transit Center hub, serve a new 320 stall P&R lot in Lacey, and add approximately 10.58 weekday vehicle hours to the current 86.41 hours. This type of service extension by ST is similar to other cross-county service outside of ST's district, which has been operated for years from Kitsap Co. IT has local funds available as match to continue funding of this operation over a proposed two biennium (4-years) time frame. We anticipate a service start date to coincide with regional service changes in late September 2013. The project would operate for a minimum of 45 months.

3. Project Description (two pages) 2013-2015 Regional Mobility Grants

Describe the problem this project is designed to solve in relation to both the local public transportation system and the broader regional transportation system.

Include the location and the specific congested corridor or situation.

The Olympia-Seattle Express service will extend the existing ST Rt 592 from its current terminal at DuPont Station (DuPont, WA) south along the I-5 corridor to Olympia, where it will serve Intercity Transit's Olympia Transit Center (OTC), a central transportation hub in downtown Olympia. The OTC also provides cross-county connections with Mason Transit and Grays Harbor Transit. It is anticipated that inter-city Greyhound service, too, will relocate within the next two years to the OTC from its current location a number of blocks away in Olympia.

Route 592 will operate northbound from Olympia serving a new 320 stall Hawks Prairie P&R Lot in NE Lacey then continue to Sound Transit's DuPont Station, where it resumes regular routing including service to ST's Lakewood Sounder Station and the SR 512 P&R Lot. From there it travels non-stop to Seattle. The new service will also be coordinated with existing Olympia Express service that Intercity Transit operates. The Olympia Express routes operate between Olympia, Lakewood and downtown Tacoma and will complement the extension of Route 592 to Olympia. It should also be noted that Pierce Transit eliminated all 16 trips of their Olympia Express service, between Tacoma and Olympia, over the course of 2011. This reduced total service trips to only 32 IT trips (18 round trips). While Intercity Transit was able to add 5 of the most frequently used trips and to cover service gaps providing a total of 37 trips, there are now 11 fewer transit trip options available between Olympia and Tacoma. This has created additional capacity demands for vehicles and service that Intercity Transit does not have the budget to meet.

The new service extension of 6 peak morning weekday northbound trips and 6 peak afternoon/evening southbound trips will make possible the following:

- Provides a one-seat ride between the state's capitol city and the state's largest and most populated city and County, Seattle/King County ;
- Reduces trip time and eliminates transfers currently required between Olympia Express service and ST Express service, while improving service connections at two Lakewood P&R lots, including new transfer connections with ST's Sounder commuter rail service to Seattle/King County that began operating from Lakewood in October 2012.
- Competitive with SOVs in terms of travel time during peak commute times, especially with utilization of high capacity vehicles and HOV lanes between Tacoma and Seattle;
- Captures ridership in the Olympia/Lacey area instead of people driving to park & ride lots in south Pierce County in order to connect to ST service (Express bus or Sounder rail) going to Seattle/King County, thereby reducing VMT;
- Improves transfer connections with ST's Route 574, which provides express service between Lakewood and the SeaTac International Airport;
- Provides limited but bi-directional service between DuPont (Pierce Co) and Olympia/Lacey area, approximately 15 miles between city centers, including employment and commercial/retail locations. Currently the City of DuPont is only served by ST Rt 592 operating directional peak service to/from Seattle;
- Improves alternative transportation, including CTR options, along the increasingly congested I-5 corridor that over the past three years has seen a significant increase in traffic congestion between Olympia/Lacey and Lakewood that has occurred with the increase in troops and families stationed at the Joint Base Lewis-McChord military installation.

3. Project Description (two pages)
2013-2015 Regional Mobility Grants

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

4. Maps

2013-2015 Regional Mobility Grants

Please provide relevant addresses and cross streets.

This project, which funds an express route extension, will operate along I-5 corridor between Olympia and DuPont, Washington. The new terminus in Olympia will be the Olympia Transit Center (State/Franklin). The addition of this new route segment will provide weekday commuter express trips along the whole I-5 corridor between Olympia and downtown Seattle. It also adds service to a fourth and new P&R in Lacey, the Hawks Prairie P&R, and continues to serve the existing DuPont Station/P&R and Lakewood's Sounder Station/P&R and SR 512 P&R.

I-5 Corridor Route Extension Exists
Olympia: Exit #105/City Center
Lacey: Exit #111/Marvin Rd

I-5 Corridor Existing Route Exists
DuPont: Exit #118/Center Dr
Lakewood: Exists #124/Bridgeport & #125/SR512
Seattle: Exit #165/Seneca St

Please include the following maps as a PDF attachment to the grant application.

- Regional location map
- Engineering drawing or site map(s)
- An aerial image of the project site(s)

All applicants submitting a hard copy of the grant application must include hard copies of the maps.

**5. Location of Identified Bottlenecks,
Chokepoints, or Congested Corridors
on the State Highway System
2013-2015 Regional Mobility Grants**



Locations of Identified Bottlenecks, Chokepoints or Congested Corridors on the State Highway System

2007-2026 Highway System Plan.

The entire plan may be viewed at <http://www.wsdot.wa.gov/planning/HSP.htm>.



This page is only a placeholder. There is nothing to fill out for
Section 5.



6. Impact on Congested Corridors 2013-2015 Regional Mobility Grants

Identified Bottleneck or Chokepoint
beginning / ending location:

I-5 Exit 105 (Olympia - 14th Av)
Terminal: Olympia Transit Center, State & Washington
I-5 Exit 118 (DuPont - Center Dr):
Terminal: ST DuPont Station

Level of Service

The current level of service through the corridor is:

WSDOT/2007: I-5 will be approaching or exceeding capacity in the PM peak by 2012/13 along portions of the urban interstate with the PM peak hour spreading.

Describe the congestion problems your proposal addresses. The explanation should relate the project to both the public transportation system and the broader regional transportation system and should clearly demonstrate the connection between the problem and your proposal.

This project, the extension of ST Route 592 to Olympia, and the subsequent service trips that will operate between Olympia, Lacey, DuPont, Lakewood and Seattle, addresses a number of existing corridor congested areas along the entire I-5 segment that the route serves. The WSDOT Highway System Plan (HSP) also clearly identifies not only bottleneck and chokepoints but both Tier 1 and Tier 2 Solutions include specific I-5 locations from Olympia and Lacey to the Thurston and Pierce County line. And from the Pierce County line, past the military Joint Base Lewis McChord (JBLM), to Thorne Lane and then further north through Tacoma and various segments along the whole corridor to Seattle.

In particular, the HSP calls out current and future solutions that reflect constructing and/or adding Intelligent Transportation System infrastructure to help improve and monitor traffic flow, installing ramp metering on ramps to I-5 and high traffic areas where a combination of high traffic volumes and ramp weaves cause frequent back-ups. The HSP documents that along I-5, from Tumwater's Trosper Rd (MP 102.86) thru Olympia and Lacey to the Pierce County Line (MP115) traffic volumes in 2005 were around 70% of the posted speed during PM peak commuter hours and expected to become more than than 70% post speed threshold by 2030 as traffic volumes continue to grow. The Thurston Regional Planning Council's, "Regional 2025 Regional Transportation Plan, Comparison of Average Travel Times between 2000 - 2025 on I-5" also forecasts bi-directional increases of travel time along this same I-5 corridor segment to Pierce County extending from 3 - 5 minute travel time to 8 - 11 minutes. And it projects the doubling of 26,000 commuter trips heading north from Thurston Co in 2000 to over 56,000 trips by 2025 going into Pierce/King Co. Similar doubling projected for southbound commutes. Coupled with significant troop growth at the Joint Base Lewis McChord, and no bus service between the growing City of DuPont and employment centers in the Olympia/Lacey 8 miles away, traffic impacts along I-5 are worsening. But neither State or MPO traffic modeling has yet to take into account the JBLM's current troop surge or the federal consolidation of military bases that makes this facility one of the largest military bases on the west coast. While Sounder rail service has finally begun operating between Lakewood/Seattle (October, 2012) no plans to increase bus service between Thurston Co (Olympia/Lacey) and Seattle currently exist. Yet demand to improve options for traveling to and from the State Capitol and Central Puget Sound continues to grow.

A press release in late 2010 (9/23/10) from the WSDOT Olympic Region Administrator, Kevin Dayton, addressing congestion issues along the I-5 portion of corridor that will be served by the proposed new extension of Rt 592 identified numerous choke points and noted, "Population growth over the past several years has put us near capacity on this section of I-5. That combined with the recent redeployment of troops has 'tipped the cup' in terms of traffic volumes that can be handled in this corridor." Without traffic mitigation in the near future, WSDOT has identified in the state Highway System Plan that the mainline is "capacity deficient," and will continue to fail. An increase in HOV options, like the proposed extension of ST Rt 592 to the Olympia/Lacey area, can be one of the solutions that WSDOT uses to help mitigate current I-5 conditions.

7. System Integration (two pages) 2013-2015 Regional Mobility Grants

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

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

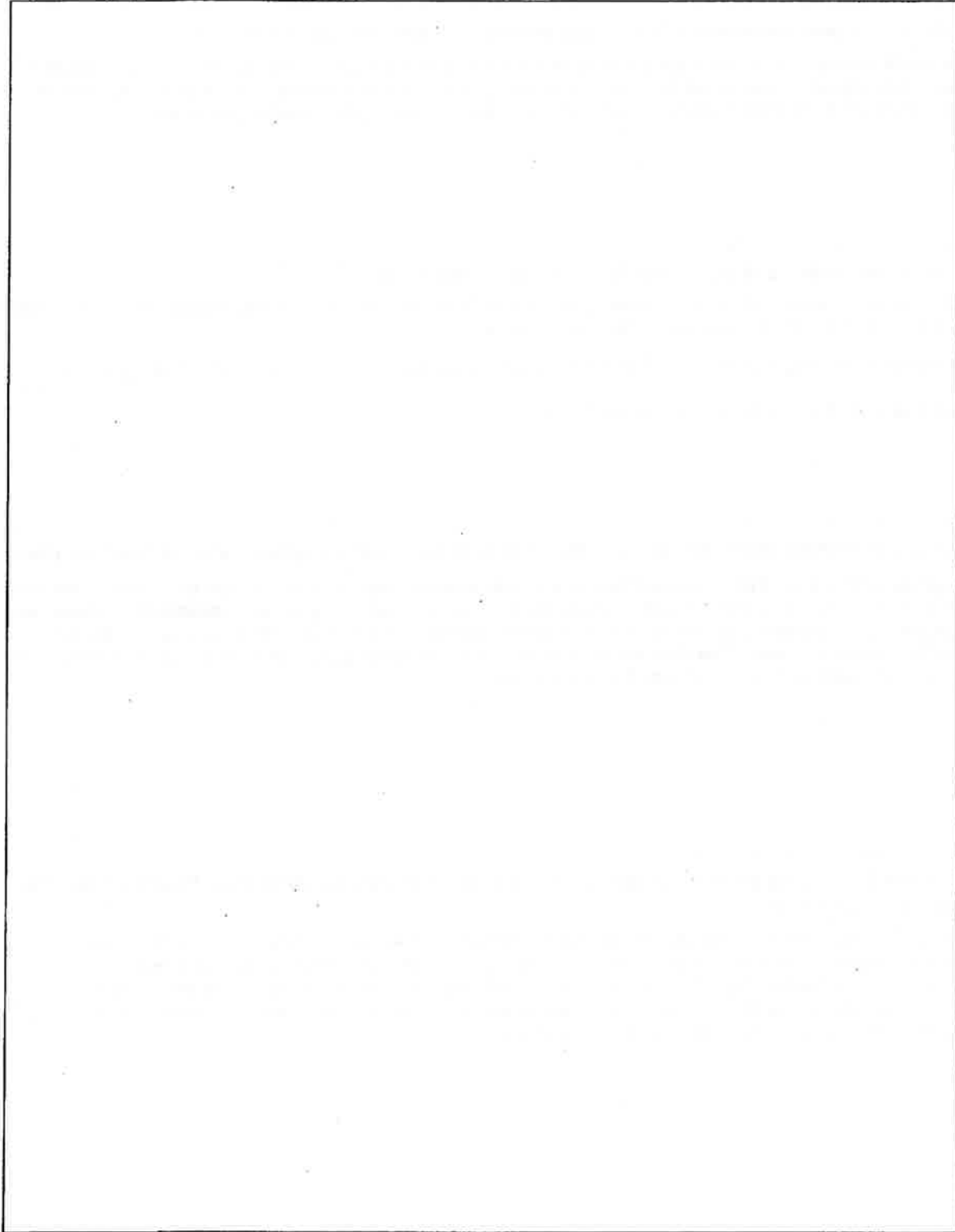
This project provides a new extension of existing Sound Transit regional express service, Route 592, into Olympia, Wa (Thurston County) from its current terminal point in DuPont, WA (Pierce County). Southbound, the route will provide additional cross-county connections at Intercity Transit's downtown Olympia Transit Center where service from Mason Transit, Grays Harbor Transit and Pierce Transit are available. Northbound, the route is expected to serve a new 325 stall Hawks Prairie P&R currently under construction in NE Lacey (opening in late 2012). The route then serves ST's DuPont Station in DuPont and both Lakewood P&Rs at Lakewood Station (ST Sounder commuter rail has just started operating from there in October 2012) and SR 512 P&R Lot before non-stop service to Seattle.

For the Olympia area the route will serve major concentrations of state employment in and around the Capitol Campus as well as providing additional high capacity transportation service options for visitors to the area, especially during annual legislative sessions. Likewise, those commuting to and from DuPont, which is only served by public transit Rt 592 - there is no local Pierce Transit service - the option to travel to Olympia. For those commuting to and from Olympia the option for multi-modal connections include improved connections to ST's Rt 574 that serves SeaTac International Airport, available at the SR 512 P&R Lot, and the new Sounder commuter rail service mentioned above.

This project will include on-going coordination between Intercity Transit, Sound Transit and Pierce Transit to maximise the effectiveness of bus and rail along the I-5 corridor. While Pierce Transit had to eliminate their Olympia Express service between Tacoma/Lakewood and Olympia/Lacey due to recent financial constraints in 2011, coordination of services between systems remains an on-going effort. And Intercity Transit will continue to work with Sound Transit to coordinate schedules and services to complement commuter rail and express bus service and with Pierce Transit for connections to their local service in Lakewood, the Tacoma Dome Station and PT's downtown Tacoma's Commerce Street Transit Center.

The extension of the service also compliments a number of similar Commute Trip Reduction efforts in that commuter vanpools and general ridesharing services provided by Intercity Transit also effect the I-5 corridor. Currently over 30 IT vanpools operate between Thurston and King Counties and over 50 vans operate between Thurston and Pierce Counties, with almost all operating along the I-5 corridor. The benefits of extending the route also extend beyond the corridor as many transit riders will continue their trips on existing ST and/or PT service providing additional congestion relief along local street corridors. and will tie directly to the efforts first developed under the Growth and Transportation Efficiency Centers (GTEC) that were state funded and supported in Olympia, Tacoma and Seattle.

7. System Integration (two pages)
2013-2015 Regional Mobility Grants



8. Financial Plan Description

2013-2015 Regional Mobility Grants

Describe the funds you are contributing to the project. (If applicable, attach documentation)

Intercity Transit will provide 20% local match share. This \$292,500 match will sustain 45 months of service based on Sound Transit's fully allocated cost model for operating existing service and projections of average inflation over this time period. These funds will come from Intercity Transit's reserve fund and will be dedicated to this purpose.

Describe the contributions of any financial partners on the project.

ST will continue to fund service delivery of its existing route from DuPont to Seattle. Intercity Transit, with the assistance of the grant, will cover the cost of extending the service to Olympia.

With the exception of the Regional Mobility Grant funds, is your proposed project fully funded? Yes ☒ No ☐

If, no explain how and when the project will be fully funded.

Describe any undocumented financial contributions or other unique aspects of your financial plan.

Improving express service and regional connections to bus and rail are an important component to Intercity Transit and the tri-city area of Olympia, Lacey and Tumwater, where state government has a significant presence that extends well beyond the South Puget Sound Region. From state employees, visitors to the Capitol, to business community interests in the state's political process, Intercity Transit is fortunate to have very strong local support to utilize our local funds and provide our share of match for this project over the next 4 years.

Please describe how you plan to maintain funding for the service or facility after Regional Mobility Grant funding is exhausted.

Intercity Transit's current Short and Long Range Service Plan (2025) and annual Strategic Plan updates have identified the need to meet the growing demand for improved cross-county transportation options providing connections between the South Sound and the Central Puget Sound area (Pierce and King Counties). Intercity Transit will incorporate this service into its annual service budget if the service is successful. In addition, IT may choose to pursue the remaining 1% in local sales tax authority, currently at .8%, to help support this service.

9. Financial Plan Table 2013-2015 Regional Mobility Grants

This table should represent all project costs. The information contained in this table will serve as the basis for any funding agreements with the State.

| Type of Work | Funding Sources and Amounts | | | | | |
|---|-----------------------------|-------------------------------|-------------------|-------------|---------------|-------------|
| | Total Project Funds | Regional Mobility Grant Funds | Other State Funds | Local Funds | Federal Funds | Other Funds |
| PE or Design | \$0 | | | | | |
| Right of Way / Land | \$0 | | | | | |
| Construction | \$0 | | | | | |
| Capital Equipment | \$0 | | | | | |
| Operations | \$1,462,500 | \$1,170,000 | | \$292,500 | | |
| Total Project Cost/Funding | \$1,462,500 | \$1,170,000 | \$0 | \$292,500 | \$0 | \$0 |
| % of RMG Contribution to Overall Project Cost | | | 80 | | | |
| % of Match Contribution to Overall Project Cost (Local, Federal and Other funds, not State) | | | 20 | | | |

Do you have confirmation from the other funding sources that you will receive the funding?

Yes ☐ No ☐

Assuming you will receive Regional Mobility Grant funds, what percentage of the total project cost is still need to fully fund the project?

\$292,500

Comments

The local 20% match (\$292,500) for this grant will require final Transit Authority approval to fully fund the project.

Thurston County is not within Sound Transit's service district and the costs associated with the extension of Route 592 are specific to Intercity Transit's interests to meet market demand for service to and from Pierce and King Counties. Voters in IT's service district approved an increase in 2010 to .8% in local sales tax for transit and IT has adequate funds to provide a local share match for a Regional Mobility Grant.

10. Cost Effectiveness 2013-2015 Regional Mobility Grant

| |
|--------------------------------------|
| Total Project Costs |
| \$1,462,500 |
| Incremental Cost ¹ |
| \$0 |

To complete this section please include your projects total cost, and fill in the appropriate dollar amounts for each of your projects elements. The sum of the individual project elements must equal the total project cost.

| Construction | Project Life Expectancy (years) |
|-------------------------------|--|
| Park and Ride | 12 |
| Transit Center | 12 |
| Transit Lanes | 20 |
| Transit Signal Priority | 10 |
| Bus Shelters | 10 |
| Freeway Management | 10 |
| HOV Lanes | 20 |
| Business and Transit Lanes | 20 |
| Passenger Amenities | 2 |
| Bicycle/Pedestrian Facilities | 15 |
| Railroad Track | 30 |
| Bus bulbs/Sidewalks | 15 |
| Total | \$0 |

If you project will create a new transit route, or extend an existing route please provide your agencies cost per service hour.

\$ 131.21

¹ Incremental Cost (if any) to the agency to provide the service. For example, a project that proposes to purchase new buses with a net increase in service hours must include the cost of operating that service in the cost estimate. 1) The cost of the buses and 2) cost of the additional service.

| Operation | |
|---------------------|--------------------|
| New Route | 2-4 |
| Extended Route | 2-4 |
| Increased Frequency | \$1,462,500 2-4 |
| Promotion Activity | 2-4 |
| Total | \$1,462,500 |

² Please include the term of the lease in years, and include the number of renewal periods (if any) to determine the total effective life of the lease. For example, a five year lease with four renewal periods would have an effective life of 20 years.

| Right of way | |
|----------------------------------|------------|
| Land acquisition cost | 100 |
| Leased Land (years) ² | |
| Total | \$0 |

| Equipment | |
|------------------|------------|
| Buses | 12 |
| Railcars | 25 |
| Total | \$0 |

11. Executive Order 05-05 - Checklist 2013-2015 Regional Mobility Grants

Executive Order 05-05 (EO 05-05) requires a review of all capital construction projects and land acquisitions for all capital construction projects that are not undergoing a Section 106 review under the National Historic Preservation Act of 1966.

Please provide the following information regarding your project and EO 05-05. Note: any information provided in this section will be used for administrative purposes only, and will not be scored competitively. If your project is selected for Regional Mobility funding, this information will help WSDOT expedite resolution of any requirements related to EO 05-05 compliance.

Questions:

- 1) Does your project require excavation, or displacement of soil?

Yes ☐ No ☒

If the answer to Question #1, above, was "Yes," please answer the following:

- 2) To what maximum depth will this digging occur? (An approximate answer is acceptable here)
- 3) How large an area will be excavated? (An approximate answer is acceptable here)
- 4) Please describe the area in which the digging will take place: is it on a paved thoroughfare, or right-of way, or is the project site on newly excavated land?

5) Is this project receiving federal funding?

Yes ☐ No ☐

If the answer to Question #5, above, was "Yes," please answer the following:

6) Is a Federal Section 106 environmental review required?

Yes ☐ No ☐

7) Has the Section 106 review process been started, scheduled, or completed?

Yes ☐ No ☐

8) At what date was it:

Started

Completed

Scheduled

9) If your project is not receiving federal funding, have you begun the process of requesting approval from the Department of Archeology and Historic Preservation (DAHP) for EO 05-05 compliance?

Yes ☐ No ☐

10) If you have started the EO 05-05 process, has DAHP provided any guidance on this, or a letter indicating approval for the project? If yes, please describe.

Yes ☐ No ☐

12. Project Schedule 2013-2015 Regional Mobility Grants

Construction Projects

For 2-year projects, all of these milestones must occur before June 30, 2015.

For 4-year projects the following milestones must occur before June 30, 2015:

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

| Construction Project Milestones (Critical path milestones are in Bold) | Past or planned completion dates (mm/yy) |
|---|--|
| Design 10% complete | |
| Design 30% complete | |
| Design 60% complete | |
| Design 90% complete | |
| Complete environmental documentation | |
| Executive Order 05-05 compliance | |
| Obtain required permits | |
| Land acquired/right of way certification | |
| Utilities | |
| Ad date | |
| Bid date | |
| Award date | |
| Construction start date | |
| Construction 25% complete | |
| Construction 50% complete | |
| Construction 75% complete | |
| Operationally complete | |
| Performance Management Plan (PMP) approved by WSDOT | |
| Fully complete | |
| Site inspection visit by WSDOT | |

12. Project Schedule 2013-2015 Regional Mobility Grants

Equipment/Vehicle Project

For 2-year projects, all of these milestones must occur before June 30, 2015.

For 4-year projects the following milestones must occur before June 30, 2015:

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

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

Operating Projects

For all operating projects the new service must start before October 1, 2014.

| Operating Project Milestones (Critical path milestones are in Bold) | Past or planned completion dates (mm/yy) |
|---|--|
| Service plan completed | 06/13 |
| Start date established | 06/13 |
| Service start date | 10/13 |
| Service inspection visit by WSDOT | 10/13 |
| Performance Measuremetn Plan (PMP) approved by WSDOT | 11/13 |

13. MPO/RTPO Verification 2013-2015 Regional Mobility Grants

Attach correspondence (letter, memo or e-mail is sufficient) from the relevant Metropolitan Planning Organization (MPO)/Regional Transportation Planning Organization (RTPO) to verify the project is consistent with the regional transportation plan or policies, local transportation plans or policies and local transit plans or policies.

The Thurston Regional Planning Council is endorsing this project and a letter is attached supporting this effort. Service projects are not included in the Regional Transportation Improvement Program and do not undergo consistency review. The proposal though is consistent with efforts to improve cross-county connector service between Olympia and Tacoma and service to the Seattle metropolitan area.

Intercity Transit's Transit Development Plans are financially constrained and do not appear in the TDP until funded. The service in this proposal will be included in the annual update of Intercity Transit's Strategic Plan and approved by our Transit Authority for 2013.

The effort to increase regional service though has been consistently reflected in the update of our transit system's Strategic Plan over the past few years. The current, 2012 - 2017 Strategic Plan, (<http://www.intercitytransit.com/SiteCollectionDocuments/strategic%20plan%20final%202012-2017.pdf>) identifies this effort under a number of chapters dealing with increasing regional connections and supporting capital projects that will make this happen. Specifically, Chapter 2, Intercity Transit Mission and Vision (pg 9), subsection, "Design Principles for the Next Six Years, Design Principal #5 (pg 13) is quoted below:

Expand regional express routes.

Thurston County is becoming more closely linked to the Central Puget Sound region. Citizens increasingly suggest that commuter rail service be established between Tacoma and Thurston County, or that Thurston County join the Central Puget Sound Regional Transit Authority (Sound Transit). While both projects are outside the six-year time frame of this plan, Intercity Transit still recognizes the increasing need to improve inter-county travel opportunities. For now, that need is most appropriately addressed through expanded express bus, vanpool and ridesharing services. The completion of the Sounder Lakewood Station and parking facility and the expansion of the Martin Way Park-and-Ride lot significantly increased parking for these services. The service plan proposed as part of this Strategic Plan suggests expanded express service and improved connections to Sound Transit services be considered as funding becomes available. The completion of the Hawks Prairie P&R Lot in late 2012 will add additional park-and-ride capacity in the I-5 corridor.

The service design principals help guide Intercity Transit in developing recommendations for the public transportation in Thurston County. These principles also provided guidance to the development of IT's Short and Long-Range Service Plan, completed in 2006, and used to update the overall service plans presented to the Transit Authority each year. Service plans are also annually updated to correspond with the agency's development of the following year's budget.

14. Transit Agency Verification 2013-2015 Regional Mobility Grants

If the proposed project will affect one or more transit agencies you must provide correspondence (letter, memo or e-mail is sufficient) to verify the project is consistent with their plans and policies.

This service project will remain consistent with Sound Transit's current contract arrangement with Pierce Transit to operate ST Express routes that serve Pierce County. A letter of support from Sound Transit is attached that endorses Intercity Transit's proposal and is consistent with current service plans for Sound Transit.

**15. Greenhouse Gas Emission
Reduction Policy Statement
2013-2015 Regional Mobility Grants**

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

Yes ☒ No ☐

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

Resolution 06-2010 Sustainability and Greenhouse Gas Reduction Policy was adopted by our Transit Authority in June 2010. It mandates:

- :: Use of bio-diesel in all revenue vehicles;
- :: Purchase of new vehicles with low emissions;
- :: Incorporation of "green" building practices;
- :: Minimization of waste and the reuse and recycling of products;
- :: Formation of partnerships to reduce SOV use; and
- :: GHG reduction will be a major criterion in evaluating actions and projects.

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

The proposed project will help reduce VMT in the heavily congested I-5 corridor. This effort will directly contribute to the reduction of GHG emissions. It also contributes to improving the performance of regional transit services to the public and supports the effort of the RCW to reduce GHG

4. Does the project contain any renewable energy equipment: e.g. solar or wind electrical generation?

No

**16. Application Signature
2013-2015 Regional Mobility Grants**

This application must be certified by someone authorized to sign contracts on behalf of your organization or delegated that authority, such as the board chairperson or chief executive officer. Applications submitted without the checkbox selected will be rejected by WSDOT and will not be considered for grant funding.



I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the project associated with this application.

Applicant Agency Intercity Transit

Project Title Olympia - Seattle Express Bus Service

Name and Title of Signatory Mike Harbour, General Manager

Date October 9, 2012

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JUL 23 2013

Public Transportation Office