

**AGREEMENT FOR ENGINEERING AND DESIGN OF
OVERLAKE VILLAGE PEDESTRIAN-BICYCLE BRIDGE**

THIS AGREEMENT ("Agreement") is entered into between the City of Redmond, a Washington municipal corporation ("the City") and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit") for the purposes set forth below. The City and Sound Transit are collectively referred to hereafter as "the Parties" or individually as a "Party."

RECITALS

A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.

B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.

C. The East Link Project is a voter-approved project of Sound Transit to extend light rail from downtown Seattle to East King County, with stations serving Seattle, Mercer Island, Bellevue, and the Overlake area of Redmond.

D. Both before and after the public vote approving the East Link Project, the City has engaged in extensive planning efforts with respect to light rail, including but not limited to Transportation 2040, Vision 2040, the City of Redmond Comprehensive Plan, the Overlake Neighborhood Plan, and the Overlake Village Street Design Guidelines, collectively known as the Overlake Village Planning Documents. The Overlake Village Street Design Guidelines call for the construction of a pedestrian-bicycle bridge commonly known as the Overlake Village Pedestrian-Bicycle Bridge Project ("the OV Bridge Project") as a means of increasing access and mobility for local and regional pedestrians, bicyclists and transit users to the transit-oriented Overlake Village Area. The OV Bridge Project consists of a new pedestrian and bicycle connection over SR 520 between the Overlake Village light rail station and the SR 520 regional trail.

E. Sound Transit and the City have determined that it would be most efficient and would best serve the public interest to coordinate engineering and design of the OV Bridge Project with the engineering and design of the East Link Project.

F. Sound Transit and the City have also determined that it may be advantageous to both Parties to incorporate the construction of the OV Bridge Project into the construction packaging (the OV Bridge Project is located within the "E360" construction package) for the East Link Project, and that the OV Bridge Project be constructed under the supervision of Sound Transit. The parties intend that the City will own and maintain the OV Bridge Project upon completion of construction, subject to the successful negotiation of an operation and

maintenance agreement describing the responsibilities of the City and Sound Transit with regard to maintenance as provided in Section 4.3 below.

G. The City has received a federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant in the amount of \$1,606,585.00 to pay for the engineering and design of the OV Bridge Project. The CMAQ grant requires a local match in the amount of \$216,000.00. The grant requires that the engineering and design work be commenced in 2013 and that all grant funds be obligated or committed to be spent within that year. Actual expenditures and reimbursement may occur beyond 2013.

H. In order to meet the anticipated engineering, design and construction schedule for the East Link Project and in order to meet the requirements of the CMAQ grant, Sound Transit and the City desire to move forward with the engineering and design of the OV Bridge Project at this time.

I. Sound Transit and the City have agreed upon a process to complete the engineering and design of the OV Bridge Project and to provide for funding of that work. The parties now desire to set forth their agreement in writing.

AGREEMENT

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to set forth the roles and responsibilities of the Parties in completing and funding the engineering and design of the OV Bridge Project.

SECTION 2 ENGINEERING AND DESIGN OF OV BRIDGE PROJECT

2.1 Sound Transit agrees to add the engineering and design of the OV Bridge Project to the tasks to be performed by the East Link engineering and design team responsible for the E360 construction phase. The intent of the Parties is that the design of the OV Bridge Project be completed in three phases, described as follows:

2.1.1 30% Preliminary Design. The 30% preliminary design phase will consist of design documents and a construction cost estimate prepared to the 30% level.

2.1.2 60% Design. The 60% design phase will take the OV Bridge Project design documents and construction cost estimate from the 30% level to the 60% level.

2.1.3 100% Design. The 100% design phase will take the OV Bridge Project design documents and construction cost estimate from the 60% level to the 90% level and the 100% level and includes the preparation of final cost estimates and bid documents.

The design phases and the deliverables required for each phase are more particularly described in the Scope of Work set forth on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. All engineering and design work shall meet the Sound Transit Link Design Criteria Manual and WSDOT Design Manual, as well as City Design Criteria set forth on Exhibit B and be consistent with the Conceptual Plan and Profile set forth on Exhibit C, both of which are attached to this Agreement and incorporated by this reference as if set forth in full.

2.2 The City shall be a member of East Link engineering and design team with respect to the OV Bridge Project. The City shall have the right to participate in all engineering and design team meetings that directly relate to the OV Bridge Project. The City shall not have the authority to direct the East Link engineering and design team, but all engineering and design decisions and changes regarding the OV Bridge Project shall require the City's approval in order to ensure that the engineering and design meets the goals, objectives, and standards described in the Overlake Village Planning Documents and the City's zoning and building codes. The City's Designated Representative shall provide written documentation of City approvals related to the engineering and design team activities to be included in Sound Transit's permitting files. The City shall provide approvals in a timely fashion so as not to delay the progress of the engineering and design team. However, all project correspondence and communications with the project designers shall be by and through appropriate Sound Transit personnel.

2.3 After the completion of the 30% design phase and before the East Link engineering and design team performs any work on the 60% design phase, the City will be given the formal opportunity to review the 30% design. The City will provide comments on the 30% design within 21 days and notify Sound Transit within 30 days after receiving a complete copy of the design deliverables described on Exhibit A for the 30% design phase and a cost estimate for completion of the 60% design as to whether the City approves the 30% design deliverables and authorizes the East Link engineering and design team to proceed with the 60% design phase. The determination of the City shall be within its sole discretion and Sound Transit will not proceed with the 60% design phase of the OV Bridge Project without the City's approval. If the City fails to notify Sound Transit of the City's approval within the prescribed time period, Sound Transit may assume that the City does not want to proceed to the 60% design phase for the OV Bridge Project and proceed with termination under Section 5.4, unless the Parties have mutually agreed to an extension of the prescribed time period. If the City notifies Sound Transit of the City's approval, Sound Transit shall cause the 60% design phase to be completed.

2.4 If the City authorizes the East Link engineering and design team to proceed with the 60% design phase, the City will be given the formal opportunity to review the 60% design upon its completion. The City will provide comments on the 60% design and notify Sound Transit within 30 days after receiving a complete copy of the design deliverables described on Exhibit A for the 60% design phase and a cost estimate for completion of the 100% design as to whether the City approves the 60% design deliverables and authorizes the East Link engineering and design team to proceed with the 100% design phase. The determination of the City shall be within its sole discretion and Sound Transit will not proceed with the 100% design phase of the OV Bridge Project without the City's written approval. If the City fails to notify Sound Transit of the City's approval within the prescribed time period, Sound Transit may assume that the City

does not want to proceed to the 100% design phase for the OV Bridge Project and proceed with termination under Section 5.4, unless the Parties have mutually agreed to an extension of the prescribed time period. If the City notifies Sound Transit of the City's approval, Sound Transit shall cause the 100% final design to be completed. During the 100% design phase, the City will be given the formal opportunity to review the 90% design deliverables prior to commencement of the final 100% deliverables. The City will provide comments on the 90% design within 30 days and on the 100% design within 21 days after receiving a complete copy of the design deliverables described on Exhibit A for the 100% design phase.

2.5 The City will be a joint owner with Sound Transit of the work product and intellectual property rights granted to Sound Transit in Section 23 of its contract with the project designer, but only to the extent of the work to be performed in connection with the OV Bridge Project. Additionally, Sound Transit will execute a change order with the project engineer pursuant to which the designer agrees that its liability and indemnification obligations as set forth in Section 19 of the design contract shall extend to the City, but only with regard to work on the OV Bridge Project design.

SECTION 3 FUNDING OF ENGINEERING AND DESIGN

3.1 The City agrees to pay Sound Transit's out-of-pocket costs for third party engineering and design services and permit fees necessary to complete the engineering and design of the OV Bridge Project (the "Covered Expenses"), up to the maximum amount set forth on Exhibit D attached to this Agreement and incorporated herein by reference as if set forth in full. Funding shall be made from a combination of reimbursement from the CMAQ grant funds (86.5% of Covered Expenses) and the City's required matching funds (13.5% of Covered Expenses).

3.2 Upon execution of this Agreement, the City will transfer the full CMAQ grant to Sound Transit in accordance with the terms of the grant. The City and Sound Transit intend that upon this transfer, the CMAQ grant funds will be obligated as required under the terms of the grant. Sound Transit will assume all rights and obligations of the recipient agency under the grant terms, except that the City shall retain the obligation to provide matching funds as provided under the grant terms. Sound Transit shall use the grant funds solely to pay for Covered Expenses and shall track the Covered Expenses separately from the other expenses that pertain to the E360 engineering and design.

Sound Transit shall invoice the City no more frequently than once per month for the equivalent of the matching local funds required for third party engineering and design services satisfactorily rendered. The City will pay each invoice within thirty (30) days of receipt, provided that the City is provided adequate invoice documentation, submitted with the invoice by Sound Transit.

If the City disputes the charges, documentation, or completeness of the invoice, notice of the objection shall be provided to Sound Transit in writing within thirty (30) days after receipt of the submitted invoice. If the City disputes only part of the invoice, Sound Transit may, at its option, withdraw the invoice and resubmit the same in two parts: the disputed portion and the

undisputed portion. The City shall then pay the undisputed portion within thirty (30) days of receipt. Any dispute regarding invoices shall be subject to the dispute resolution procedures set forth in Section 8.

3.3 Except as expressly provided herein, each Party shall be responsible for its own costs incurred during the engineering and design of the OV Bridge Project. Specifically, each Party shall be solely responsible for its own staff costs and such costs shall not be reimbursable under the CMAQ grant.

3.4 Sound Transit shall not authorize work that would cause the Covered Expenses to exceed \$1.3 million without the City's prior approval.

SECTION 4 RIGHT-OF-WAY ACQUISITION, CONSTRUCTION, OWNERSHIP AND MAINTENANCE.

4.1 This Agreement authorizes preparation of the engineering and design for the OV Bridge Project only. If, after completion of the thirty percent (30%) design phase, the City authorizes Sound Transit to proceed with the 60% design, the Parties shall commence negotiation of an agreement providing for right-of-way acquisition and construction of the OV Bridge Project (the "Construction Agreement"). The intent of the Parties is for the OV Bridge Project to be constructed under a construction contract administered by Sound Transit, subject to the successful negotiation of the Construction Agreement. The right-of-way acquisition and construction agreement to be negotiated by the Parties shall cover the Parties' responsibilities with respect to the following:

4.1.1 Acquisition of and payment for temporary and permanent rights-of-way and property interests necessary to construct, operate, and maintain the OV Bridge Project, including but not limited to, any necessary easements and airspace leases;

4.1.2 Approval of bid documents and solicitation and acceptance of bids for the OV Bridge Project;

4.1.3 Timing of construction of the OV Bridge Project in relation to construction of the East Link Project;

4.1.4 Construction management during construction of the OV Bridge Project, including acceptance and approval of change orders and claims, inspections by the City and Sound Transit, and decisions regarding physical completion and acceptance;

4.1.5 Funding of construction; and

4.1.6 Transfer of ownership and contractor's warranties to the City upon completion of construction.

4.1.7 Applicable federal provisions required by the Federal Transit Administration or other federal agency if federal funds are used.

4.2 It is the intent of the Parties to negotiate and enter into the Construction Agreement in a timely manner so as to allow the OV Project to proceed immediately to bidding and construction upon completion of the final 100% design. If the Parties are unable to agree upon a Construction Agreement prior to proceeding with the 100% design, then this Agreement shall be terminated as provided in Section 5 below.

4.3 In addition to the Construction Agreement, the Parties will also negotiate an agreement governing the operation, maintenance, and repair of the OV Bridge Project after completion of construction. The Parties agree that the City will be responsible for maintenance of the OV Bridge, although Sound Transit may perform maintenance activities to be determined in the operation and maintenance agreement. The operation and maintenance will meet City standards and also be consistent with Sound Transit maintenance standards for that portion that is located on Sound Transit property and WSDOT requirements for structures within WSDOT right-of-way. It is the intent of the parties to execute the operation and maintenance agreement upon approval of the 100% design.

SECTION 5 SUSPENSION AND TERMINATION

5.1 Sound Transit may suspend or terminate performance of the authorized OV Bridge Project engineering and design work if the City fails to make timely payment of any invoice for the City's matching funds during any design phase. If Sound Transit has not received payment from the City within thirty (30) days following receipt of invoice, or by any later date specified in such invoice, Sound Transit may suspend performance of all or any part of the engineering and design work after giving the City twenty-five (25) days' written notice of Sound Transit's intent to do so. If the City makes payment within the twenty-five (25) day period, the work shall not be suspended. If the City fails to make payment, Sound Transit may suspend the work at any time after the twenty-five (25) day period expires. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted. The City shall pay or reimburse Sound Transit for all amounts Sound Transit is obligated to pay any design professionals as compensation for any suspension or termination of work caused by the City's non-payment, including all non-cancelable obligations. The City shall also be responsible to repay the CMAQ grant funding, if required by the terms of the grant, and to reimburse Sound Transit for costs associated with redesign of the E360 construction package to the extent, but only to the extent, that such costs are the direct result of the removal of the OV Bridge Project as an element of the package.

5.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty days of the notice. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving seven (7) days' written notice to the other Party. If Sound Transit terminates this Agreement for the City's failure or breach, the City shall repay the CMAQ grant funding, if required by the terms of the grant, shall reimburse Sound Transit for all OV Bridge

Project engineering and design and costs for work satisfactorily completed up to the date of termination, and shall reimburse Sound Transit for any costs incurred by Sound Transit for redesign of the E360 construction package to the extent, but only to the extent, that such costs are the direct result of the removal of the OV Bridge Project as an element of the package. If the City terminates for Sound Transit's failure or breach, Sound Transit shall, if the City so requests, (i) assign to the City any and all intellectual property rights that Sound Transit owns specifically relating to the OV Bridge Project engineering and design work, (ii) give good faith consideration to granting an easement to the City across Sound Transit's property on terms acceptable to Sound Transit in the event that the City determines to complete construction of the OV Bridge Project, and (iii) reimburse the City for any costs incurred by the City as the direct result of such termination, and (iv) repay the CMAQ grant funds, if required by the terms of the grant.

5.3 The City may also terminate this Agreement for convenience upon:

- 5.3.1 Completion of the 30% design, in the event the City determines, in its sole discretion under Section 2.3 above, not to proceed with the 60% design of the OV Bridge Project;
- 5.3.2 Completion of the 60% design, in the event the City determines, in its sole discretion under Section 2.4 above, not to proceed with the 100% design of the OV Bridge Project;
- 5.3.3 Completion of the 100% design, in the event the City determines, in its sole discretion, not to proceed with soliciting bids for the OV Bridge Project.

5.4 Sound Transit may terminate this Agreement

- 5.4.1 After completion of the 30% design, in the event the City fails to notify Sound Transit to proceed with the 60% design of the OV Bridge Project as described in Section 2.3 above;
- 5.4.2 After completion of the 60% design, in the event the City fails to notify Sound Transit to proceed with the 100% design of the OV Bridge Project as described in Section 2.4 above;
- 5.4.3 After completion of the 100% design, in the event the City fails to notify Sound Transit to proceed with soliciting bids for the OV Bridge Project.

5.5 Sound Transit may terminate this Agreement if, in the reasonable determination of Sound Transit, the OV Bridge Project design or construction would prevent or significantly impair Sound Transit's ability to complete construction of the Overlake Village Station or that portion of the East Link Project located within the City of Redmond within the project schedule. If the funding agency requires repayment of the grant funding due to Sound Transit's termination under this Section 5.5, Sound Transit shall repay the grant funds.

5.6 This Agreement shall also terminate with the mutual consent of both parties.

5.7 If this Agreement is terminated for any of the reasons set forth in Sections 5.3, 5.4, or 5.6, the Parties shall proceed as follows:

5.7.1 Sound Transit shall assign to the City any and all intellectual rights that Sound Transit owns specifically related to the OV Bridge Project engineering and design work in order to enable the City to proceed with completion of design and construction of the OV Bridge Project if the City so desires. Sound Transit shall give good faith consideration to granting an easement to the City across Sound Transit's property on terms acceptable to Sound Transit if the City decides to so proceed; and

5.7.2 Sound Transit shall be reimbursed from the CMAQ grant and any necessary City matching funds for any costs or charges incurred by Sound Transit for design and engineering work satisfactorily completed prior to such termination; and

5.7.3 Sound Transit will make available all remaining, unspent CMAQ grant funding to the City. If the City proceeds with grant-eligible activities, the City may invoice Sound Transit for Covered Expenses and Sound Transit will reimburse the City from the CMAQ grant up to the amount of the remaining funds. The City will continue to be responsible for providing matching local funds as required by the grant. Sound Transit will continue to complete all reports and take all actions required to administer the grant as the recipient agency.

5.7.4 The Parties will take such other actions as are specifically set forth in Sections 5.3, 5.4, or 5.6 related to the termination.

5.8 Except as provided in this Section 5, a termination by either Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the date of termination, including consultant claims and costs incurred by said Party in relation to the OV Bridge Project work and any requirement contained in the terms of the grant for repayment of the grant funds. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement. The Parties agree to work together cooperatively to develop a coordinated plan for termination, including the determination of reasonable redesign and costs associated with the Project work.

SECTION 6 OWNERSHIP AND USE OF DELIVERABLES

6.1 As provided in Section 2.5, the City and Sound Transit shall jointly own the engineering and design work completed under this Agreement, subject to the obligation of Sound Transit to assign its intellectual property rights in the work to the City in the event that this Agreement is terminated as provided in Section 5. If the Parties enter into a Construction Agreement as contemplated in Section 4.1, the Construction Agreement shall further address ownership of the engineering and design work occurring during construction.

SECTION 7 INDEMNITY

7.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:

- 7.1.1. The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and
- 7.1.2. The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.
- 7.1.3 Notwithstanding anything to the contrary in this or any other section of this agreement, in the event of any claims, losses, or liability of whatsoever kind or nature that arise out of or relate to Sound Transit's design and engineering consultant's professional or other services, Sound Transit's sole obligation under this Section 7 will be to seek compensation on behalf of itself and/or the City (at the cost of the City) under the terms of Sound Transit's contract with its design and engineering consultant. Sound Transit shall have no other liability or responsibility to the City for any claims, losses, or liability of whatsoever kind or nature that arise out of or relate to Sound Transit's design and engineering consultant's professional or other services.

7.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

7.3 The obligations in this Section 7 shall survive termination or completion of this Funding Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

SECTION 8 DISPUTE RESOLUTION

8.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the OV Bridge Project, except as set forth herein.

8.2 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

8.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

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

8.4.1 Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

8.4.2 Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management and the City's Public Works Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

8.4.3 Level Three - Sound Transit's Chief Executive Officer or Designee and the City's Mayor or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

8.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following

completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

SECTION 9 REMEDIES AND ENFORCEMENT

9.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:

- 9.1.1 Commencing an action at law for monetary damages;
- 9.1.2 Commencing an action for equitable or other relief;
- 9.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or
- 9.1.4 The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.

9.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.

9.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

SECTION 10 CITY'S PERMITTING AND REGULATORY AUTHORITY

10.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory or permitting authority as to any of the permits required for the OV Bridge Project or the East Link Project, nor a predetermination of the compliance of either project with applicable codes and regulations.

10.2 Sound Transit is the "lead agency" for purposes of the East Link Project's and OV Bridge Project's compliance with the State Environmental Policy Act, RCW Chapter 43.21C (SEPA). The East Link Project and the OV Bridge Project have been subject to procedural and substantive SEPA through issuance of the following environmental documents issued by the lead agency, which comprise the "Project Environmental Documents":

- 10.2.1 East Link Project Final Environmental Impact Statement, July 15, 2011 (FEIS)
- 10.2.2 The related documents referenced in the FEIS, including but not limited to those submitted by the City.

Sound Transit acknowledges that it has not applied for required permits for the East Link Project or the OV Bridge Project from the City and that the City's issuance of permits for the Projects is an action which may be subject to SEPA. The parties agree that pursuant to WAC 197-11-600, the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the East Link and OV Bridge Projects, unless otherwise indicated pursuant to WAC 197-11-600(3). As long as Sound Transit implements the mitigation measures and conditions described in the Record of Decision, Attachment C Summary of Required Mitigation Measures, the City will not exercise its substantive SEPA authority to impose additional conditions. In the event Sound Transit is required to conduct additional environmental review regarding the East Link Project within Redmond or the OV Bridge Project, these documents would be included as Project Environmental Documents and the City reserves its substantive SEPA authority with respect to that review and may impose additional conditions based on that additional review, consistent with WAC 197-11-660.

SECTION 11 DURATION OF AGREEMENT

11.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until Sound Transit's responsibilities as recipient agency under the CMAQ grant are completed per the terms of the grant and all OV Bridge Project engineering and design work described in Section 2 is completed, unless this Agreement is sooner terminated as provided in Section 5 above.

SECTION 12 COVENANTS AND WARRANTIES

12.1 By execution of this Agreement, the City warrants:

12.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

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

12.2 By execution of this Agreement, Sound Transit warrants:

12.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

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

SECTION 13 ADMINISTRATION OF AGREEMENT

13.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.

13.2 Each Party shall bear its own costs of administering this Agreement.

SECTION 14 POSTING OF AGREEMENT

14.1 Pursuant to RCW 39.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

SECTION 15 ASSIGNMENT AND BENEFICIARIES

15.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party.

SECTION 16 DESIGNATED REPRESENTATIVES

16.1 To promote effective intergovernmental cooperation and efficiencies, each party designates the following persons as their representatives ("Designated Representatives") who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming OV Bridge Project decisions and any information or input necessary to inform those decisions, discuss any unanticipated cost increases or substantial changes to the OV Bridge Project, and resolve any issues or disputes related to the OV Bridge Project, consistent with Section 8. The Designated Representatives are:

SOUND TRANSIT

Leonard McGhee
Project Manager
Sound Transit
401 S. Jackson Street
Seattle, WA 98104
(206) 398-5206
leonard.mcgee@soundtransit.org

CITY OF REDMOND

Steven Gibbs
Senior Engineer
City of Redmond
P.O. Box 97010
Mail Stop INPW
Redmond, WA 98073-9710
(425) 556-2729
jpfundt@redmond.gov

16.2 Communication of issues, changes, or problems that may arise with any aspect of the OV Bridge Project should occur as early as possible in the process, and not wait for specific due dates or deadlines. The Designated Representatives shall use reasonable efforts to provide up-to-date and best available information to the other party promptly after such information is obtained or developed.

16.3 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement.

SECTION 17 NOTICES

17.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

17.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 5, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

SECTION 18 AUDITS

18.1 Sound Transit shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid by the City to Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the City and the Office of the Archivist pursuant to RCW Chapter 40.14.

18.2 Sound Transit's records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City and any other governmental agency so authorized by law during the performance of this Agreement and for a period of six (6) years after completion and acceptance, as defined by the terms of the grant, of the OV Bridge Project. The City shall have the right to inspect, review, and audit Sound Transit's records on the OV Bridge Project at all reasonable times during regular business hours.

SECTION 19 GENERAL PROVISIONS

19.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Redmond City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents,

either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Redmond City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

19.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

19.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.

19.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

19.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

19.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.

19.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

19.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

19.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.

19.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to the Scope

of Work set forth on Exhibit A and the Project Design Budget set forth on Exhibit D. Such amendments shall be binding upon the parties without the need for formal approval by the Sound Transit Board and the Redmond City Council as long as the amendments are consistent with the vision for the Overlake Bridge Project set forth in the City's Overlake Village Street Guidelines and do not cause the maximum cost of the scope of work to exceed the available CMAQ grant funds and City match described in Recital F above.

19.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

19.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

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

SECTION 20 SEVERABILITY

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

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

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY
(SOUND TRANSIT)

THE CITY OF REDMOND

By: 
Joan M. Earl, Chief Executive Officer

By: 
Mayor John Marchione

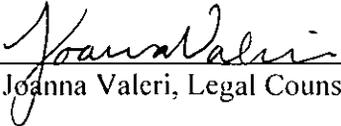
Date: 8/10/13

Date: 9/16/13

Authorized by Motion No. _____

Authorized by Motion on _____, 2013

Approved as to form:

By: 
Joanna Valeri, Legal Counsel

Approved as to form:

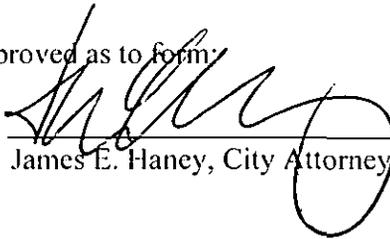
By: 
James E. Haney, City Attorney

Exhibit List:

- Exhibit "A" Preliminary Design Scope of Work
- Exhibit "B" Design Criteria
- Exhibit "C" Conceptual Plan and Profile
- Exhibit "D" Project Design Budget (with Not to Exceed Amount)



EXECUTIVE SUMMARY

Sound Transit / City of Redmond Pedestrian Overpass Design Type, Size and Location (TS&L) Bridge Report through 100% Design

PROJECT DESCRIPTION

Washington SR 520 stands as a barrier between the Business Park Area & Bike Trail and the Sound Transit Station & Public Plaza at Overlake Village Station. The Overlake Village Pedestrian Overpass will provide a north-south link between these areas. This project shall advance the reference concept structure for crossing the SR 520 corridor. The bridge along with the associated landings and approaches will provide a direct, safe, and enjoyable walking and cycling experience for all users.

PROJECT OBJECTIVES

This scope of work shall be for the TS&L Phase through 100% Design, which includes surveying, bridge type and size, project aesthetics, structural engineering, civil and utilities, geotechnical exploration, and definition of permitting requirements. The design from TS&L will then be taken through 30% Design, 60% Design, 90% Design, and 100% Design. Design will be complete at 100%. The only changes after issuance of the 100% documents will be incorporation of comments from the 100% milestone review for the IFB package. Additionally, Bid Support for the IFC package will be provided within an allowance.

PROJECT SCHEDULE

The goal of the project schedule is to coordinate the design effort of the pedestrian overpass with the East Link Station project. To that end this scope anticipates a schedule of 59 weeks.

PROJECT TEAM

Owner	City of Redmond & Sound Transit
Prime Consultant	H-J-H
Project Management	H-J-H
Bridge Architecture	H-J-H
Urban Planning	H-J-H
Structural Engineering	H-J-H
Civil Engineering	H-J-H
Landscape Architecture	H-J-H
Geotechnical Engineering	H-J-H
Mechanical/Electrical Engineering	H-J-H
Surveying	H-J-H
Utility Relocation	H-J-H
Traffic Engineering	H-J-H

SCOPE OF WORK

The following provides a description of the activities, work products, assumptions and deliverables associated with each task.

Task No. 1.0 – Project Management and Control

Project management and project controls will be used to run the project effectively and efficiently. Design Integration will fall under this task, as the coordination effort of the various disciplines is much smaller than the full East Link Project.

Task 2.0 – Design Criteria Document (included in TS&L Bridge Report)

Preparation of design criteria based on the reference concept provided by the City of Redmond (plan dated 11.18.2012, profile dated 11.16.2012 and Overlake Village Pedestrian Bridge Design Criteria dated 1.17.2013) and contributions from the design team.

- Minimum bridge/trail widths (currently assumed to be 12-20 feet. A wider bridge will require more structural, civil, and geotechnical analysis.)
- Horizontal geometry constraints (including minimum radii for curves) and allowable design speeds for bicycles
- Maximum allowable vertical grades and rates of curvature for both bridge structures and for access ramps
- Roadway clearance parameters
- Minimum lighting requirements
- Requirements for storm water detention and water quality
- WSDOT permit support requirements
- Utility clearance requirements
- Structural loading conditions
- Allowable structural deflections and vibrations

Note: Art associated with the project is excluded from the scope.

Task 3.0 – Topographic and Boundary Survey

A desk study will be performed to determine existing horizontal and vertical control for the area of the proposed overpass. Horizontal control will be tied to Sound Transit project control and all elevations will be based on NAVD 88 vertical datum, with contours given in one foot increments.

Above ground features of the site will be surveyed and located onto a base map for use in design. Break lines and labels will identify all existing improvements, including but not limited to, lane lines, barriers, building corners, fences, survey monuments/corners, existing utilities (including inverts and pipe sizes where accessible), and spot elevations on ground features. All known utility purveyors will be contacted regarding the location of underground utilities passing through the site.

The area of the SR 520 right of way to be crossed will be surveyed for top of road elevations in the vicinity of the crossing for design of maximum clearance. It is assumed that the bridge will be fully located within public ROW except for a portion of the west landing that impacts a privately owned parcel.

Deliverables

- Update Sound Transit Base map tiles to reflect survey data.
- Existing Tree survey
- Digital Media: AutoCAD 2011 file and ASCII file of field data points

- Utility base maps (Surveyed to one structure beyond impacted structure)
- Deliver to Civil copies of record as-built utility drawings
- Prepare Construction Control and Right-Of-Way Plans: Temporary Construction Easements and Permanent Construction Easements
- Prepare WSDOT Airspace Lease Exhibits and "Red & Greens" of WSDOT ROW Plans

Task 4.0 – Geotechnical Research and Recommendations

Geotechnical investigation is based on the reference concept configuration of the overpass.

Review will be undertaken as a desk study of previous geotechnical studies conducted for projects in the vicinity of the proposed bridge site. The geologic literature, soil surveys and other readily available geotechnical information will be studied to understand the subsurface conditions at the site (soil, rock, groundwater).

It is assumed that:

Subsurface exploration will be carried out using 20 feet of hollow-stem auger drilling and 10 feet of rock coring at each borehole location. Soil samples will be obtained at approximate 5-foot-depth intervals at each borehole in general accordance with ASTM D 1586 field soil sampling procedures.

A total of 5 boreholes will be made. One at central pier, each abutment, and two along the ramp/stairs

Task No. 4.01 Preliminary Geotechnical Evaluation

Task No. 4.02 Final Geotechnical Investigation and Design Report

Deliverables

- Draft Preliminary Geotechnical Evaluation – Memorandum
- Final Preliminary Geotechnical Evaluation – Memorandum
- Final Geotechnical Report

Task 5.0 – Public Outreach

Sound Transit will plan and facilitate the Public Meeting at the end of 30%, 60% and 90% design in conjunction with East Link Open Houses related to the Overlake Village Station. If requested, one representative of the Design Team will be available to attend the meeting.

Deliverables

- Technical materials in support of public open houses (from drawings being generated for contract documents)
- (2) 3D renderings (two different views) developed at 30% and the same views updated at 60% for a total of (4) 3D renderings

Task 6.0 – WSDOT Permit support

Sound Transit will take the lead on obtaining access within the WSDOT ROW, including geotechnical investigation, survey, and site reconnaissance.

Task No. 6.01 Identify and Coordinate Right of Entry Approval

Task No. 6.02 Support for Construction & Maintenance Agreement

- Task No. 6.03 Coordinate with Sound Transit/WSDOT*
- Task No. 6.04 WSDOT Review and Approval of TS&L Report*
- Task No. 6.05 Maintenance of traffic plan provided at 60%*

Task 7.0 – Civil Engineering

- Task No. 7.01 – Site Preparation and Demolition*
- Task No. 7.02 – Horizontal and Vertical Layout*
- Task No. 7.03 – Grading and Paving*
- Task No. 7.04 – Temporary Erosion and Sedimentation Control*
- Task No. 7.05 – Surface Water*
- Task No. 7.06– Utilities*
- Task No. 7.07 – Channelization and Signing*
- Task No. 7.08 – Cost Estimate*

It is assumed that the drainage can be collected along the sides of the roof and piped down to catch basins at the piers and abutments.

Deliverables (concurrent with other disciplines)

TS&L

- Civil narrative sections of the TSL Report
- Cost Estimate for civil related construction items.

30% Submittal

- Storm Drainage Concept Memorandum
- 30% level plan set Preliminary Estimated Quantities and Associated Costs

60% Submittal

- Final Basis of Design
- 60% level plan set
- Specification Outline
- Updated Estimated Quantities and Associated Costs
- Response to Comments 30% Submittal Comments

90% Submittal

- 90% level plan set
- Draft Specifications
- Updated Estimated Quantities and Associated Costs Response to Comments 60% Submittal Comments

Final 100% Submittal

- Final plan set
- Final Specifications
- Finalized Estimated Quantities and Associated Costs
- Response to Comments 90% Submittal comments

IFB will incorporate the 100% Submittal comments

Task 8.0 – Structural Engineering & Bridge Aesthetics

The bridge will take a form similar to the reference concept with the assumption that the location over SR 520 is set. The aesthetic form of the bridge will be closely intertwined with the structural system to create an efficient, aesthetic and constructible crossing.

Workshop: Workshop with City of Redmond and Sound Transit to discuss conceptual sketches offering refinement of the reference concept to optimize fabrication, construction, and costs.

It is assumed that the main span will have a metal roof and mesh screening to a height of 6-ft on the sides. No glazing is anticipated.

A site visit will be conducted at the start of design to fully understand the existing conditions and constraints, helping to inform design.

The Design Criteria will be developed to define the:

- Codes and References
- Horizontal/vertical clearance requirements to SR520
- Bridge Geometry
- Ramps and landings
- Handrail types
- Design and analysis methodology, including seismic analysis procedure

Detailed Design will determine:

- Foundation locations and types
- Substructure material and form
- Superstructure articulation
- Member types and depths

Task No. 8.01 – Basis of Design

Task No. 8.02 – Bridge Design

Task No. 8.03 – North and South Landing Ramp Design

Task No. 8.04 – Miscellaneous Structures

Deliverables (concurrent with other disciplines)

TS&L

- Bridge TSL drawings
- Bridge construction cost estimates

30% Submittal

- Draft Basis of Design
- 30% level plan set
- Preliminary Estimated Quantities and Associated Costs

60% Submittal

- Final Basis of Design
- 60% level plan set
- *Specification Outline*
- Updated Estimated Quantities and Associated Costs
- Response to Comments 30% Submittal Comments

90% Submittal

- 90% level plan set
- Draft Specifications
- Updated Estimated Quantities and Associated Costs
- Response to Comments 60% Submittal Comments

Final 100% Submittal

- Final plan set
- Final Specifications
- Finalized Estimated Quantities and Associated Costs
- Response to Comments 90% Submittal comments

IFB will incorporate the 100% Submittal comments

Task 9.0 – Bridge Aesthetics

See Task 8.0

Task 10.0 – Landscape Design

Landscaping details will emphasize low-maintenance, aesthetic native vegetation along the edges of trails. Hardscaping may be required at the station end of the bridge, but will likely be included in the scope of work for the station. Evaluation of a cost-effective fence between the trail and highway will include black coated chain link fencing.

Deliverables

- Preparation of basic 2-D images at proposed bridge abutment for public information and the final report.
- Develop probable cost of construction for landscape elements.
- Drawings and specifications for temporary tree and plant protection, hardscape, irrigation and planting.

Task 11.0 –Mechanical/Electrical Engineering Services

An elevator will not be provided at the OV Pedestrian Overpass. Mechanical and electrical will be focused to providing overhead fire suppression along the main span (if required) and lighting along the bridge and approach ramps.

Lighting will consist of overhead pot lighting using variable color LEDs along the main span and luminaire mounted LED lighting along the approaches and trails. It is assumed that power will be available from each end of the bridge. The lighting design criteria for the overpass will be developed incorporating the requirements of the City of Redmond and WSDOT, with key emphasis on a lighting scheme that limits glare on motorists traveling on SR 520.

Deliverables (concurrent with other disciplines)

Mechanical/Electrical Cost Estimate

30% Submittal

- Draft Basis of Design
- 30% level plan set
- 30% Level Illumination Calculations (AGI32)
- 30% Level Service Load Summary Calculations
- Preliminary Estimated Quantities and Associated Costs

60% Submittal

- Final Basis of Design
- 60% level plan set
- Specification Outline
- Updated Estimated Quantities and Associated Costs
- Response to Comments 30% Submittal Comments

90% Submittal

- 90% level plan set
- Draft Specifications
- Updated Estimated Quantities and Associated Costs
- Response to Comments 60% Submittal Comments

Final 100% Submittal

- Final plan set
 - Final Specifications
 - Finalized Estimated Quantities and Associated Costs
 - Response to Comments 90% Submittal comments
- IFB will incorporate the 100% Submittal comments

Task 12.0 – Type, Size and Location (TSL) Report

Task 12.01 – Permitting & Documentation

Task 12.02 – Pathway Geometry

Task 12.03 – Storm Water

Task 12.04 – Illumination

Task 12.05 – Right-of-Way

Task 12.06 – Landscaping

Task 12.07 – Signage

Task 12.08 – Structures

Task 12.09 – Survey and Mapping

Task 12.10 – Utilities

Task 12.11 – Report Format

- Cover, Title Sheet, and Index
- Executive Summary
- Project Description
- Design Criteria
- Cost estimates (PE, ROW, Inspection, Construction)
- Appendices
 - Site Photographs
 - Workshop Meeting Minutes

Additional Services (not included in cost estimate)

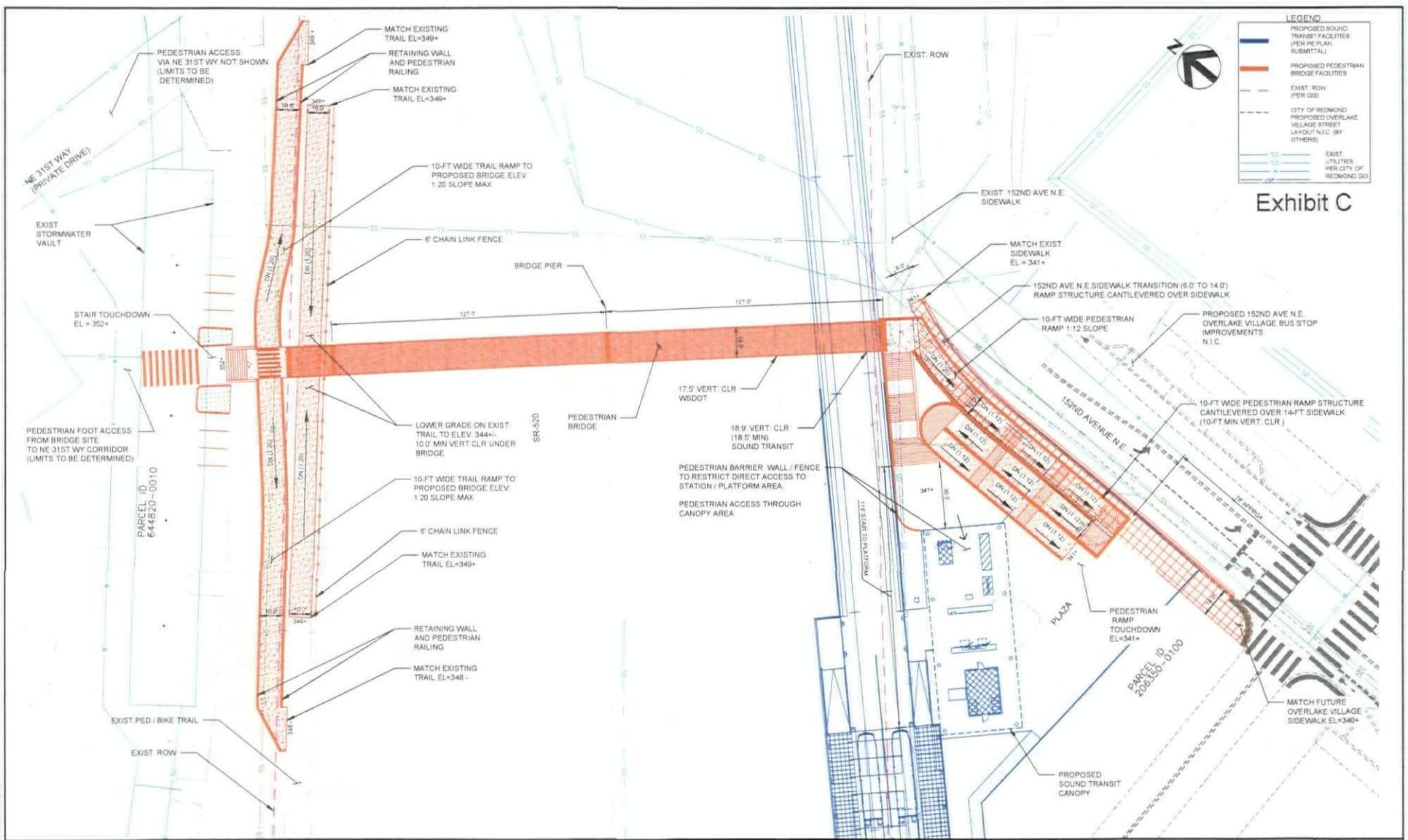
- VE/Constructability
- Environmental Services
- Risk Assessment

Bridge Component	System/Materials Type	Design Alternative	Description	Relative Capital Cost Estimate	Relative Maintenance Cost Estimate	Maintenance Frequency	Maintenance Considerations	Notes & Design Considerations
Roofing (top surface)	Metal Roofing	Recommended	Structural metal roofing (standing seam or corrugated) sloped to center drainage trough.	Medium	Low	30 yrs.	Cleaning drainage trough, drains at each end. Roof tie-offs required.	Metal roofing is more expensive but will perform longer with less maintenance.
	Metal Roof only at Overlake Village Station end.	Neutral	Open trusses over SR520 ROW with canopy only over ST trackway at south end only to emphasize the station area.	Low	None	Minimal	By not providing a roof, maintenance is transferred to the structure and bridge deck.	Need to design bridge deck surface, joints, connections and details to minimize deterioration.
Superstructure (Framing)	Painted Steel	Recommended	Hollow structural steel/wide flange. Prefabricated in two sections.	High	Low	15-25 years	Occasional spot painting and repainting likely at 20 years.	3 coat system best: zinc primer; epoxy mid coat; urethane top coat. Paint coatings are typically less than 10% of repainting costs. Other structural types not recommended.
Bridge Deck	Concrete	Recommended	8" composite concrete slab on galv. metal decking.	Medium	Minimal	Routine monthly cleaning.	Cracking, pressure washing.	Most standard and durable option. No replacement required. Slip resistant.
Lighting	Pole Fixtures	Recommended	Pole LED fixtures on ramp and stairs only.	Medium	Low	Infrequent - 60K hr bulb life and up.	Pole height, accessibility to the lamps.	Need to be locate outside of clear width. Not to be used on bridge structure. Will need scissors lift for maintenance/bulb replacement. Horizontal cut-offs required.
	Uplighting/reflected	Recommended	Indirect LED spots or linear strips uplighting the underside of roof.	Low	Low	Infrequent - 60K hr bulb life and up.	Accessibility to the fixtures.	Could be located along the top chord of the truss or along the top edge of the corridor protection screen. Indirect lighting would mitigate glare. Fixture locations to correspond to truss diagonal spacing. Best nighttime effect.
Drainage	Roof center drain	Recommended	Roof slopes to center with center trough.	Low	Low	Periodic checking of debris, clogging.	Maintenance access and safety. Roof tie-offs required.	Minimizes runoff from falling on 520.
	Bridge deck drains	Recommended	Trough drains at either end of bridge structure, ramp transitions, and top of stairs.	Medium	Medium	Periodic checking of debris, clogging.		Allows for water management of maintenance power washing.
Railings/guardrails	Aluminum	Recommended	Standard aluminum component system.	Medium	Low	Periodic visual check	Minor corrosion.	Minimum corrosion problems. Clear anodizing mitigates scraping and chipping that paint systems have. Many different possibilities for infill bars and panels. Not as rugged as steel.
	Painted steel	Neutral	Standard steel with powder coating with stainless handrails.	Medium	Medium	Periodic visual check	Repair of paint chipping, minor corrosion.	Most typical installation. Many different possibilities for infill bars and panels.
Screening	Perforated metal panel	Recommended	20-16 gauge prefinished steel panels with punched holes.	Medium	Low	Periodic visual check	Minor corrosion.	Can be varied in openness to have greater visibility and wind mitigation. Custom patterns/graphics are available. Potential for art installation.
Security	Cameras	Recommended	Security cameras	Low	Low	Periodic visual check	Vandal-proof locations.	One at each end will likely work. Provide conduit for future installation as directed.
Stairs and Ramps	CIP Concrete	Recommended	Standard cast-in-place construction.	Medium	Low	Periodic visual check. Graffiti abatement.	Anti-graffiti coatings at vulnerable locations.	Consistency of CIP finishing. Ease of field fit.
Substructure	CIP Concrete	Recommended						
	Precast	Recommended						
Foundations	Driven Piles	Recommended						
	Drilled Shafts	Recommended						
	Spread footings	Neutral						Large footprint and ROW issues would likely eliminate this option.

LEGEND

- PROPOSED SOUND TRANSIT FACILITIES (PER PE PLAN SUBMITTAL)
- PROPOSED PEDESTRIAN BRIDGE FACILITIES
- EXIST ROW (PER GIS)
- CITY OF REDMOND PROPOSED OVERLAKE VILLAGE STREET LAYOUT (A.L.C. BY OTHERS)
- EXIST UTILITIES PER CITY OF REDMOND GIS

Exhibit C



11/18/2012 10:58 AM | CLUNKS
 C:\PROJECTS\2012\LINK LIGHT RAIL\PE PLAN\PE PLAN.DWG

DESIGNED BY T. Livingston/C. Cheang DRAWN BY T. Livingston CHECKED BY R. GORMAN APPROVED BY K. XXXXXX										SCALE: 1" = 40' FILENAME: 00C-PP01 CONTRACT GWT (LUGS): GUD DATE: MM/DD/YY		LINK LIGHT RAIL PROJECT EAST CORRIDOR SEGMENT D PEDESTRIAN BRIDGE PLAN (1 OF 2) OVERLAKE VILLAGE		SHEET NO.: XXX-XXXX REV: #### #	
NO.	DATE	DN	CHK	APP	REVISION	SUBMITTED BY	DATE	APPROVED BY	DATE						
						CITY OF REDMOND / HDR	11/18/2012	K. XXXXXX	MM/DD/YY						

FINAL DESIGN COST ESTIMATE

1	Final Design of Overlake Village Pedestrian Bridge per Scope of Work in Exhibit A	\$1,300,000
2	Supplemental Design Services	\$350,000
	Subtotal	\$1,650,000
3	Contingency (10%)	\$165,000
	Grand Total	\$1,815,000

Assumptions:

1. Excludes Value Engineering, Constructability Review and Risk Assessment services.
2. Excludes any new environmental assessment services.
3. Includes four 3D presentation graphics two at 30% Design and two at 60% Design.
4. Direct Costs are assumed in the Final Design Costs.
5. A Fixed Fee is assumed in the Final Design Costs.