

SECOND AMENDMENT

TO

AGREEMENT BETWEEN THE CITY OF REDMOND, THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, MICROSOFT CORPORATION, AND THE REDMOND CFD NO. 2014-1

FOR THE

OVERLAKE TRANSIT CENTER COMPONENT OF THE EAST LINK EXTENSION PROJECT

THIS SECOND AMENDMENT TO THE AGREEMENT (“Second Amendment”), effective upon the date of the latest signature, is entered into by and between the CITY OF REDMOND, a Washington municipal corporation (the “City”), the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington (“Sound Transit”), MICROSOFT CORPORATION, a Washington corporation (“Microsoft”), and REDMOND CFD No. 2014-1, a Washington special purpose district (the “CFD”), collectively “Parties” and individually a “Party.”

WHEREAS, the City, Sound Transit, and Microsoft entered into that certain Agreement between the City of Redmond, the Central Puget Sound Regional Transit Authority, and Microsoft Corporation for the Overlake Transit Center Component of the East Link Extension effective February 27, 2014 (the “Original Agreement”) and that certain First Amendment to Agreement between the City of Redmond, the Central Puget Sound Regional Transit Authority, Microsoft Corporation, and the CFD for the Overlake Transit Center Component of the East Link Extension Project effective January 23, 2015 (“First Amendment”). The First Amendment added the CFD as a Party to the Agreement. The Original Agreement as modified by the First Amendment is referred to herein as the “Agreement.”

WHEREAS, Sound Transit is constructing the East Link Light Rail Extension Project (the “East Link Extension”), a voter-approved extension of light rail service between the cities of Seattle, Mercer Island, Bellevue, and Redmond. The East Link Extension includes an interim terminus light rail stop at the Overlake Transit Center (“OTC”), which has been renamed the “Redmond Technology Station”.

WHEREAS, the Agreement provides for Microsoft and the CFD to pay for certain infrastructure improvements at the Redmond Technology Station, including a pedestrian and bicycle bridge over State Route 520 and NE 156th Ave NE to connect the station to the

Microsoft corporate campus in Redmond and to a regional pedestrian and bicycle trail (the “Bridge”).

WHEREAS, Microsoft has decided to redevelop part of its East Campus and desires to redesign the Bridge to terminate on the east end in proximity to the redeveloped portion of its East Campus.

WHEREAS, the expected usage of the Bridge will increase with the redevelopment of Microsoft’s East Campus, necessitating a wider bridge with a different alignment from the alignment contemplated in the Agreement and new ingress and egress routes from the Bridge to the light rail platform and public rights of way.

WHEREAS, by letter dated October 11, 2016 Microsoft requested Sound Transit issue a stop work order to its design-build contractor as to the Bridge so that Microsoft could rework the design. Sound Transit issued the stop work order on October 13, 2016.

WHEREAS, on September 7, 2017, Microsoft, Sound Transit, and the City of Redmond entered into that certain Dispute Resolution Agreement (the “Dispute Resolution Agreement”). As further described in the Dispute Resolution Agreement, Sound Transit agreed to reallocate \$25,400,509.00 of Microsoft’s original funding commitment under the Agreement to the new Bridge design (the “Reallocation Amount”). The Dispute Resolution Agreement provides that Sound Transit shall not be responsible for contributing any new funding to the new Bridge and that the Reallocation Amount shall apply only to design and construction of the new Bridge using Sound Transit’s existing E360 contract. If Microsoft terminates the Bridge portion of the project from Sound Transit’s Overlake Transit Center redesign, such termination shall be governed by the terms of the Agreement.

WHEREAS, construction of the redesigned Bridge will extend beyond the date Sound Transit expects to complete civil construction of the Redmond Technology Station.

WHEREAS, the Parties have determined it is in their respective best interests for Microsoft to construct the redesigned Bridge rather than Sound Transit and now wish to enter into this Second Amendment to delete the Bridge element from the Agreement and adjust the funding amount to reflect that Sound Transit is no longer constructing the Bridge.

WHEREAS, it is the intent of the Parties that the redesigned Bridge shall be open to the public and ready for use upon the opening of light rail to Redmond Technology Station and that the City of Redmond shall own the completed Bridge as a public amenity.

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and covenants contained herein;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Recognizing that the OTC has been renamed the Redmond Technology Station (“RTS”), all references in the Agreement to OTC are hereby changed to RTS. Capitalized terms not otherwise defined in this Second Amendment shall have the meaning as set forth in the Agreement.
2. Section 1.6 Design Build Project Schedule is hereby amended as follows: Exhibit B is replaced and superseded with Exhibit B-1, attached hereto and incorporated by this reference. The sentence stating “The OTC Ped Bridge will open in 2020” is hereby deleted. As shown on the attached Exhibit B-1, Microsoft anticipates completing the Bridge by 2022.
3. Section 2.0 OTC ELEMENTS is hereby amended as follows: the number of OTC Elements is reduced from eight to seven.

Section 2.1 is hereby deleted in its entirety and replaced with the following:

2.1 OTC Ped Bridge. The Bridge is no longer an OTC Element as defined in this Agreement and Sound Transit shall not construct the Bridge as part of the OTC Redesign. Instead, Microsoft shall construct the Bridge pursuant to a separate construction services agreement between Microsoft and the Washington State Department of Transportation (“WSDOT”) and a Construction Agreement between Microsoft and the City. Exhibit A, showing the conceptual Bridge design and location, is hereby replaced and superseded with Exhibit A-1, attached hereto and incorporated by this reference. The remaining OTC Elements are described in the design narrative set forth on Exhibit C-1. Exhibit C is replaced and superseded with Exhibit C-1, attached hereto and incorporated by this reference.

Section 2.4 is hereby amended as follows:

2.4 Canopy Coverage. Exhibit E, showing the location of the of additional canopies, is hereby replaced and superseded with Exhibit E-1, attached hereto and incorporated by this reference. Canopy protection is provided by a combination of additional canopies and the soffit area of the Parking Garage.

Section 2.5 is hereby amended as follows:

2.5 Construction Phasing. Exhibit F, showing the plan for a three phased construction staging plan to accommodate Microsoft Transportation Services, is hereby replaced and superseded with Exhibit F-1, attached hereto and incorporated by this reference. Exhibit F-1 reflects that the Parties have agreed to a plan to accommodate Microsoft Transportation Services during construction as a two-phased plan that does not require relocation of the temporary Microsoft Transportation Services building.

Section 2.6 is hereby amended as follows:

2.6 NE 36th Street Access/Garage Egress. Exhibit G, showing the conceptual design of the access to the Parking Garage from NE 36th Street, is hereby replaced and superseded with Exhibit G-1, attached hereto and incorporated by this reference.

Section 2.8 is hereby deleted in its entirety and replaced with the following:

2.8 Infrastructure Mitigation Coordination. As necessitated by the OTC Redesign and the construction of the light rail guideway, Microsoft has relocated and removed its fiber optic line (the “Microsoft Facilities”) in accordance with Exhibit L. As mitigation for the removal and relocation of the Microsoft Facilities and in accordance with Exhibit L, Sound Transit has reimbursed Microsoft’s costs in the amount of \$ 1,995,139.77.

4. Section 3.0 is hereby deleted in its entirety and replaced with the following:

3.0 ROLES AND RESPONSIBILITIES

Sound Transit shall be solely responsible for administering the design and contracting process and for communicating with its contractors. Sound Transit shall also be responsible for resolving all contractor disputes as described in Section 6, provided that Microsoft shall be given notice of all such disputes directly related to the OTC Elements and shall be given an opportunity to comment on those disputes for which they have been provided notice prior to Sound Transit making a final decision. Microsoft shall be responsible for resolving contractor disputes with its contractor for the Bridge. Sound Transit shall be given notice of all such disputes regarding those portions of the Bridge on, over, or directly adjacent to Sound Transit’s property or facilities and shall be given an opportunity to comment on those disputes prior to Microsoft making a final decision. The City shall be given notice of all disputes regarding the Bridge and shall be given an opportunity to comment prior to Microsoft making a final decision. Microsoft shall consider Sound Transit’s and the City’s comments in good faith. Microsoft shall not resolve any

contractor dispute in a manner that materially alters the design or function or that materially increases the maintenance costs of the Bridge without the consent of the City.

Section 3.1 is hereby deleted in its entirety.

5. Section 4.0 CONTRIBUTIONS OF THE PARTIES is hereby amended as follows:

Exhibit I is replaced and superseded with Exhibit I-1, attached hereto and incorporated by this reference. Exhibit I-1 shows Microsoft's funding contribution for the remaining OTC Elements as well as the amounts agreed upon by the Parties for Sound Transit's completed work on the Bridge.

Section 4.1 OTC Ped Bridge is hereby deleted in its entirety.

Section 4.9 is hereby amended to read as follows:

4.9 Property Exchange. In exchange for the Temporary Construction Easement ("TCE") described in Section 5.2B, Microsoft shall deed vacated NE 36th Street property to Sound Transit and provide 1,236 "Stall Months" of parking space usage in the Augusta Building or Building 25, or comparable areas, for the exclusive use of construction site supervisors and managers during construction of the OTC Redesign. A Stall Month is equal to the use of one parking stall for one month.

Section 4.11 is hereby amended as follows:

4.11 Wayfinding Signage. Sound Transit shall consult with Microsoft and the City on the design and placement of wayfinding signs throughout the OTC. The agreed to wayfinding signage will be installed by Sound Transit once approved. Microsoft will consult with Sound Transit and the City on the design and placement of wayfinding signs on the Bridge. The agreed to wayfinding signage will be installed by Microsoft once approved. The wayfinding signs shall be compatible with other signage used at the OTC and on the Microsoft campus. Microsoft, Sound Transit, and the City shall collectively determine the final content, number, size, and location of the wayfinding signs.

Sound Transit will not provide wayfinding signage within the premises leased to Microsoft pursuant to the Microsoft Lease. Microsoft, at Microsoft's

expense, may install signage at the leased premises that is approved in advance by Sound Transit.

A new Section 4.12 is hereby added as follows:

4.12 Storm Water Vaults. . As a result of storm water trunk line improvements funded by Microsoft, Sound Transit shall not be required to construct on site storm water vaults at OTC. The Parties estimate the cost savings to Sound Transit associated with not building the storm water vaults is approximately equivalent, based on the good faith estimates of the parties, to the value of the additional Sound Transit staff time incurred for the redesigned Bridge.

6. Section 5.0 REAL PROPERTY is hereby amended as follows:

Section 5.1A Microsoft Property East of 156th Ave NE is deleted in its entirety.

Section 5.1B is hereby amended as follows:

B. 156th Ave NE Right-of-Way

a. Sound Transit has obtained street use permits from the City for 156th Ave NE so Sound Transit can construct the frontage improvements including curb cuts to provide Sound Transit, Microsoft, and public transit service access to OTC.

Section 5.1F is hereby amended as follows:

F. WSDOT SR 520 ROW. Sound Transit has obtained from WSDOT a Temporary Construction Airspace Lease (the "E360 TCAL") for the construction of the Bridge and other work related to this Agreement. In support of Microsoft's construction of the RTS Ped Bridge, Sound Transit shall apply to WSDOT for an amendment to their E360 TCAL that removes the area needed for the construction of the Bridge and related easements from the TCAL.

Section 5.1G Microsoft Property West of SR520 is hereby deleted in its entirety.

Section 5.2 is hereby amended as follows:

Section 5.2A is hereby deleted in its entirety.

Section 5.2B OTC Site is hereby amended as follows:

b. Sound Transit shall grant a temporary construction easement to Microsoft for the construction, reconstruction, operation, and maintenance of the Bridge, on terms and conditions to be negotiated by the Parties. Upon conveyance of the Bridge from Microsoft to the City, Sound Transit shall grant a permanent easement to the City for the operation and maintenance of the Bridge, on terms and conditions to be negotiated by the Parties.

Section 5.2C is hereby amended as follows:

C. WSDOT SR 520 Right-of-Way

a. Sound Transit and Microsoft shall assist the City with obtaining a Trail Lease from WSDOT to locate and maintain the Bridge on WSDOT right-of-way. The Trail Lease shall take effect upon Microsoft's conveyance of the Bridge to the City.

Section 5.2D Microsoft Property West of SR520 is hereby deleted in its entirety.

7. Section 6 CONDUCT OF WORK is hereby amended as follows:

6.1 General. Sound Transit shall have exclusive control of design and construction of the OTC Elements, with the oversight and consent of the City and Microsoft where provided by this Agreement. Neither the City nor Microsoft shall have the authority to direct Sound Transit's contractor; however, Microsoft shall have the right to participate in all engineering and design team meetings, construction management meetings, and inspections relating directly to the OTC Elements. Nothing in the City or Microsoft's exercise of the right to review or inspect the work performed by Sound Transit, the OTC Redesign design team or contractor will reduce Sound Transit's responsibility for the proper execution of the work or relieve Sound Transit from its responsibility for direct supervision of the design and construction. The Designated Representatives, identified in Section 7.1, shall provide written documentation of approvals related to the engineering and design team activities to be included in the project files. Microsoft shall provide approvals in a timely fashion so as not to delay the progress of the engineering and design team or contractor. Sound Transit shall consider in good faith the comments of Microsoft, but design, solicitations, award and execution of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all the work on the Project, shall be exclusively within the control of Sound Transit.

Section 6.2 Initial Final Design Phase is hereby amended to add a new paragraph to the end of that section as follows:

The Initial Final Design Phase is now concluded. The Parties acknowledge that the RFQ/RFP documents have been completed and the Bridge has been removed from the scope described in the RFQ/RFP documents.

Section 6.4 Design Completion/Pre-Construction is hereby amended as follows:

The references to the O&M Agreement are hereby deleted.

Section 6.5 Construction is hereby amended as follows:

The reference to the O&M Agreement is hereby deleted.

Section 6.5A is hereby deleted in its entirety and replaced with the following:

A. Inspections, Meetings, and Reports. In addition to any authority the City may have to inspect the work as a permitting agency, the City (as representative of the CFD) and Microsoft shall have continuous access, during working hours, to inspect the other OTC Elements for compliance with the approved plans and specifications and the terms of this Agreement. Sound Transit shall invite the City (as representative of the CFD) and Microsoft to all formally scheduled meetings with the design team and construction meetings, and access, during working hours, to inspections or reports directly relating to the OTC Elements provided for in this Agreement. If the City's or Microsoft's inspectors discover work is not in conformance with the terms of this Agreement or the approved plans and specifications, the City or Microsoft shall notify Sound Transit as soon as possible, provided, that failure of the City's inspectors to discover work that is not in conformance with the terms of this Agreement and/or failure of the City to notify Sound Transit of such a discovery by the City's inspectors shall not constitute acceptance of the work. Sound Transit shall reject work on the OTC Elements that is not completed according to the approved plans and specifications and the terms of this Agreement, unless a change order is expressly approved by Sound Transit and Microsoft.

Section 6.5B is hereby amended as follows:

B. Change Orders. Microsoft and the City (from and after the date of this Second Amendment) will be notified of and given the opportunity to review any change orders related to the OTC Elements, other than minor field corrections. Microsoft and the City agree to review all change orders within a reasonable established timeframe per the construction contract requirements and to provide Sound Transit with comments in a timely manner so as to not cause OTC Redesign delays. Sound Transit shall consider Microsoft's and the City's comments in good faith. If Microsoft or the City object to the approval of a change order, Microsoft and/or the City shall provide written documentation to Sound Transit within the time requirements of the contractor. It is understood by the Parties that some change orders may require immediate attention. After review of all comments on proposed change orders, the Parties shall determine whether a change order materially affects project requirements, and if so, they shall agree as to whether the proposed change order is to

be approved or not. Change order disputes shall be subject to the Dispute Resolution process described in Section 11.

Section 6.5C is hereby amended as follows:

- C. **Completion of Construction.** Sound Transit shall invite Microsoft to participate in the substantial completion and final completion inspection activities, including any formal project tours and any formal meetings and discussions. Microsoft shall submit to Sound Transit a complete list of concerns or deficiencies within the requirements of the construction contract agreement for inclusion in the formal punch list, and Sound Transit shall invite Microsoft to participate in any activities related to closing out the punch list. After Microsoft and Sound Transit have completed final inspection activities, and when Sound Transit has reached the opinion that physical completion has been accomplished by the contractor, Sound Transit shall notify Microsoft in writing of its intent to declare physical completion. Microsoft shall respond, also in writing, within fifteen (15) business days indicating agreement or a detailed description of any objection. Failure of Microsoft to issue such a response shall constitute Microsoft's concurrence with the declaration of physical completion. Sound Transit and Microsoft shall work collaboratively in order to ensure that the OTC Elements are completed to the satisfaction of Microsoft and Sound Transit.

Section 6.6 Transfer is hereby deleted in its entirety.

A new Section 6.9 is hereby added as follows:

6.9 Microsoft Delivery of Bridge. Microsoft shall direct the design and construction of the Bridge. The Bridge shall conform to all relevant codes and standards in place at the time of permitting, including but not limited to the following: WSDOT Bridge Design Manual; AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges; AASHTO Guide Specifications for LRFD Seismic Bridge Design; AASHTO LRFD Bridge Design Specifications; The International Building Code, the Washington State Building Code; Sound Transit's Design Criteria Manual (DCM) as to those portions of the Bridge on, over, or directly adjacent to Sound Transit property or facilities, and the Accessible and Usable Buildings and Facilities Code (ICC/ANSI 117.1).

Microsoft shall comply with all Sound Transit safety requirements, including track access procedures, for building over and around the light rail guideway. Microsoft acknowledges that access to the guideway may be restricted during construction and when testing of light rail service commences (pre-revenue service) and that construction of the Bridge shall not delay or impede construction of light rail. However, Sound Transit shall make reasonable good faith efforts to accommodate Microsoft's Bridge construction schedule provided such efforts do not increase Sound Transit's costs. These efforts shall include, but not be limited to, keeping

Microsoft informed of Sound Transit's schedule for completion of the OTC Redesign and the light rail guideway as well as the schedule for pre-revenue testing of the guideway.

Microsoft shall have exclusive control of design and construction of the Bridge, with the oversight and consent of the City and Sound Transit where provided by this Agreement and the Construction Agreement between the City and Microsoft. Sound Transit shall not have the authority to direct Microsoft's contractor; however, Sound Transit shall have the right to participate in all engineering and design team meetings, construction management meetings, submittals, RFI review, changes, and inspections relating directly to the Bridge when those meetings, submittals, RFI review, changes and inspections directly impact Sound Transit or its property. Nothing in Sound Transit's exercise of the right to review or inspect the work performed by Microsoft or its contractor will reduce Microsoft's responsibility for the proper execution of the work or relieve Microsoft from its responsibility for direct supervision of the design and construction. The Designated Representatives, identified in Section 7.1, shall provide written documentation of approvals related to the engineering and design team activities to be included in the project files. Sound Transit shall provide approvals in a timely fashion so as not to delay the progress of the engineering and design team or contractor. Microsoft shall consider in good faith the comments of Sound Transit, but design, solicitations, award and execution of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all the work on the Bridge, shall be exclusively within the control of Microsoft.

At substantial completion of the portions of bridge construction on, over, or directly adjacent to Sound Transit property or facilities, Microsoft shall provide Sound Transit a notice of final inspection. Within 6 months of physical completion Microsoft shall provide Sound Transit as-built record plans. Microsoft shall provide Sound Transit with construction certification for the portions of the bridge located on, over, or directly adjacent to Sound Transit property or facilities.

8. Section 7.1 is amended to read as follows:

7.1 Each Party shall designate a representative who shall be responsible for coordination of communications between the parties regarding the matters set forth in this Agreement and who shall act as the primary point of contact for each Party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming decisions and provide any

information or input necessary to inform those decisions, and to identify and resolve disputes related to the RTS Redesign in a timely manner.

The Designated Representatives are as follows:

Sound Transit:

John Arnesen
Sound Transit
401 S Jackson Street
Seattle, WA 98104-2826
(206) 398-5418
john.arnesen@soundtransit.org

Microsoft:

Allen Nichols, [title]
Microsoft Real Estate & Facilities
One Microsoft Way
Redmond, WA 98052-6399
(425) ___ - ___
allennic@microsoft.com

City of Redmond:

Katherine Claeys, Senior Engineer
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Mail Stop: 4SPL
Redmond, WA 98073-9710
(425) 556-2460
kclaeys@redmond.gov

CFD 2014-1:

Malisa Files, Director of Finance
City of Redmond
15670 NE 85th Street
P.O. Box 97010
Mail Stop: 3NFN
Redmond, WA 98073-9710
(425) 556-2160
mfiles@redmond.gov

9. Section 9 is hereby amended as follows:

Section 9.1 is hereby deleted in its entirety and replaced with the following:

9.1 Termination by Parties. Termination of this Agreement for convenience is not an option. Given the stage of construction and progress that has been made to date, Microsoft may no longer terminate its participation in any OTC Element due to cost; provided that, Microsoft shall not be obligated to pay more than the amount shown on Exhibit I unless the increase is due to one or more change orders approved by Microsoft and Sound Transit.

Section 9.3 is hereby amended as follows:

9.3 Duties of the Parties Upon Termination. A termination by any Party shall not extinguish or release any Party from liability, claims, or obligations to third parties existing as of the time of termination, including contractor claims and costs incurred by any Party in execution of work. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement. The Parties agree to the following plan for coordination of termination, including the determination of a reasonable contract closeout and costs as provided in Section 9.4.

10. Section 10.4 is hereby amended as follows:

10.4 The City's obligation to indemnify under this paragraph does not extend to claims, demands, and/or causes of action brought by, or on behalf of, City inspection personnel for injuries arising while such inspection personnel are engaged in construction inspection in the normal course of the City's permitting and code compliance process as a regulatory agency. The City acknowledges that the City's inspections for permitting and code compliance purposes are outside the scope of this Agreement, and the City's waiver of its immunity under Title 51 RCW shall not apply to claims arising from the City's employees conducting inspections for permitting and code compliance purposes.

11. Section 16.11 is hereby amended as follows:

16.11 This Agreement and the Dispute Resolution Agreement constitute the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersede any and all prior negotiations (oral and written), understandings and agreements with respect thereto. However, the Parties will negotiate and execute

the ancillary agreements set forth on the list attached as Exhibit J-1 as required by this Agreement. Exhibit J is replaced and superseded with Exhibit J-1, attached hereto and incorporated by this reference.

12. Section 17.0 is hereby amended as follows:

17.0 City's Permitting and Regulatory Authority. 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 OTC Redesign, nor a predetermination of compliance with applicable codes and regulations. The City retains the right to approve, disapprove, or condition any permits required for an OTC Element within the bounds of the City's legal authority.

13. Except as provided in this Second Amendment, the Agreement shall continue in full force and effect. This Second Amendment is effective as of the later date written below.

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the latest date written below.

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY
(SOUND TRANSIT)**

THE CITY OF REDMOND

By: _____
Peter Rogoff, Chief Executive Officer

By: _____
John Marchione, Mayor

Date: _____

Date: _____

Authorized by Motion No. _____

Authorized by Ordinance _____

Approved as to form:

Approved as to form:

By: _____
_____, Legal Counsel

By: _____
James Haney, City Attorney

MICROSOFT CORPORATION

By: _____

Michael Ford, General Manager, Microsoft Real Estate & Facilities

REDMOND CFD NO. 2014-1

By: _____

Date: _____

Authorized by Ordinance _____

Approved as to form:

By: _____

James Haney, City Attorney

UPDATED EXHIBITS LIST

- A-1. Vicinity Map (Replaces Exhibit A)
- B-1. Updated Project Schedule (Replaces Exhibit B)
- C-1. RTS Redesign Elements Conceptual Design Narrative (Replaces Exhibit C)
- E-1. Updated Canopy Coverage (Replaces Exhibit E)
- F-1. Updated Construction Phasing Plan (Replaces Exhibit F)
- G-1. Updated NE 36th Street Access/Garage Egress (Replaces Exhibit G)
- I-1. Updated Cost Estimates (Replaces Exhibit I)
- J-1. Updated List of Ancillary Agreements (Replaces Exhibit J)

EXHIBIT A-1
Vicinity Map

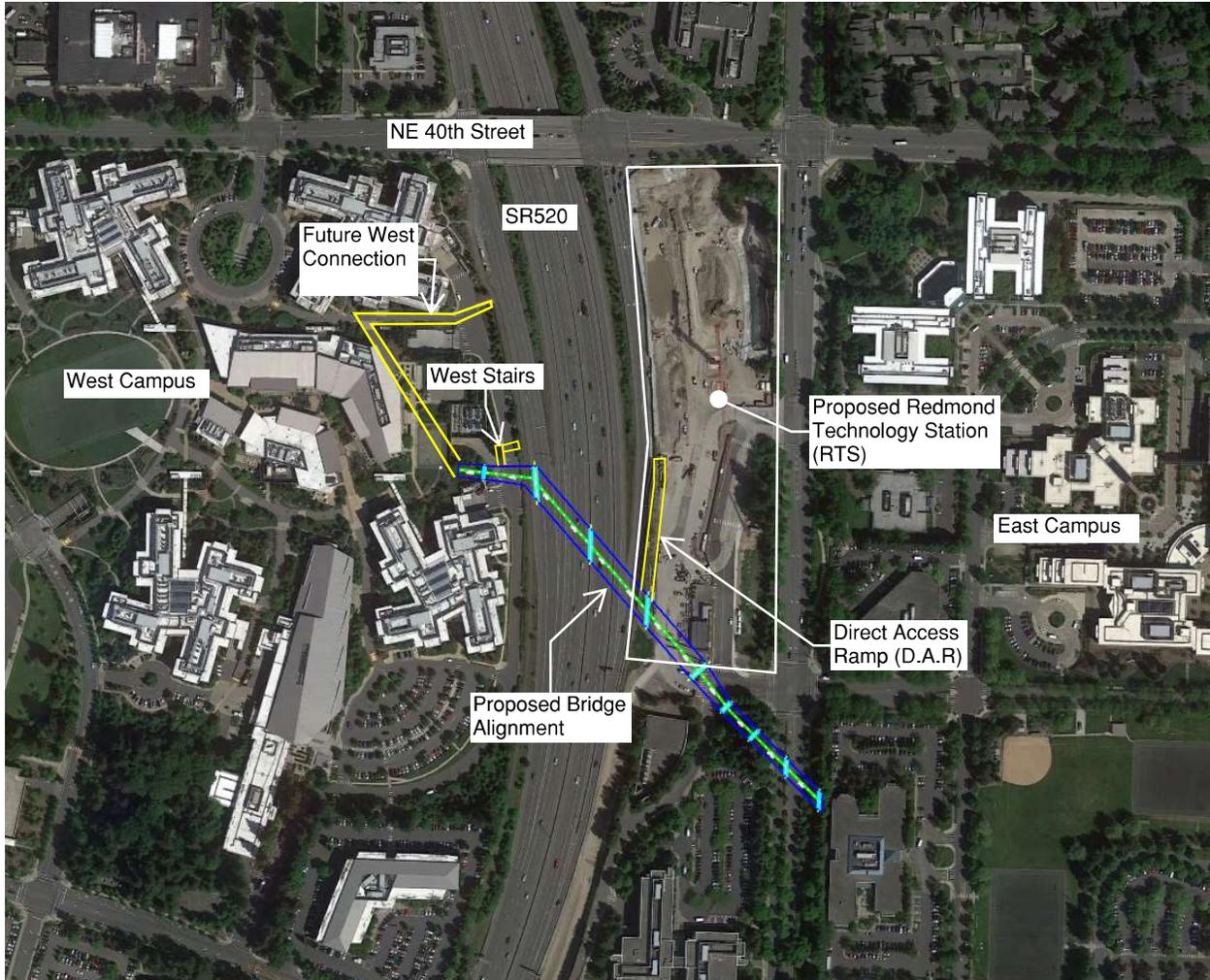


EXHIBIT B-1

Project Schedule

Phase	Start	Finish
Initial Final Design <ul style="list-style-type: none"> • Prepare Design-Build term Sheet (Optional Step in the Design-Build Process) • Execute Confidentiality Agreement • Prepare Project Requirements • Issue RFQ 	Late 2013 (Completed)	Late 2013/Early 2014 (Completed)
Contractor Selection <ul style="list-style-type: none"> • Receive/evaluate SOQs • Short-List Contractors • Prepare and issue draft and final RFP • Review ATCs • Selection of design-build contractor • Sound Transit Board Approval and NTP 	Early/Mid 2014 (Completed)	Early/Mid 2015 (Completed)
Design Completion/Pre-Construction <ul style="list-style-type: none"> • Complete construction plans & Specifications • Complete Pre-construction activities 	2017	2020
Construction & Commissioning by Sound Transit	2018	2021
RTS Ped Bridge Complete		2022
Revenue service estimated	2022	

RFQ = Request for Qualifications
 SOW = Statement of Qualifications
 RFP = Request for Proposals
 ATC = Alternative Technical Concepts
 NTP = Contractor Notice to Proceed

EXHIBIT C-1

OVERLAKE TRANSIT CENTER

15% DESIGN NARRATIVE

The following narrative is meant to supplement the 15% design drawing set dated 05/09/2013 included by reference to this document.

DESIGN CODES

The structural design of the pedestrian bridge shall conform to all relevant codes and standards in place at the time of permitting, including but not limited to the following: WSDOT Bridge Design Manual, AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, AASHTO Guide Specifications for LRFD Seismic Bridge Design, AASHTO LRFD Bridge Design Specifications, The International Building Code, the Washington State Building Code and the Accessible and Usable Buildings and Facilities Code (ICC/ANSI 117.1).

ARCHITECTURAL DESIGN INTENT FOR MICROSOFT SHUTTLE OPERATIONS OFFICE SPACE

Structure

All effort should be made to maintain a column free floor area in the office area in order to maintain maximum future planning flexibility as shown in the plans. It is the intent that the central stair tower be isolated structurally from the garage and match the bridge construction and design aesthetic in order to create a consistent and uninterrupted look from the exterior. As means to strengthen the bridge and garage connection, the bridge grid layout should be coordinated with the overall bridge module, to the greatest extent possible. The central vertical garage circulation is intended to double as a means to connect between the transit center amenities, the garage and the bridge path.

Finishes and Aesthetic

Strong consideration should be given to integrating the MS Shuttle Operations area into the existing campus fabric due to its proximity and high level of prominence from 156th Street. Exterior finishes for this area should be in line with surrounding buildings in order to integrate the building into an established area. The ground level office space should accommodate an aluminum storefront system with insulated glazing that maximizes natural light penetration and transparency to the greatest extent possible. Areas for lit signage should be considered as indicated in the drawings. The independent, central elevator and stair tower should match the aesthetic and materiality of the office perimeter build-out, refer to the elevations for notes. The bridge will connect by means of expansion joints on either side of the tower with flush, slip resistant, joint caps to ensure safe pedestrian and bike travel. The tower will have continuous roof coverage, independent of the bridge as shown in the drawings.

Building Canopies

The design intent is to provide a continuous path of overhead protection along the North facade, to the greatest extent possible. Refer to the drawings for assumptions on canopy locations and extent. It is assumed that the canopies have a steel structure allowing them to be cantilevered out from the main building structure. Overhead canopy protection should be glass and translucent to allow for light penetration towards the building interior. Canopies should have integrated drains towards the curtain wall side.

Garage Plaza Design

As the design develops, strong consideration should be given to the overall plaza design and layout. As a major hub transit hub and focal point from 156th, the plaza should be designed as a destination and support the high volume of users that will pass through and utilize the site. As a means to strengthen circulation paths, drawings show a variation in scoring patterns to distinguish a clear path in the East and West directions between 156th and future transit nodes. In addition, scoring to accentuate the central garage access point is also defined.

Garage Signage Design

Garage signage should be illuminated and coordinated with Microsoft in order to combine Sound Transit, WSDOT and COR way finding with Microsoft campus finding.

Drainage

It is intended that all building drainage for the canopies at the ground level and the upper pedestrian and bicycle level, including the roof, be integrated in the overall garage drainage design to be determined by Sound Transit as design continues.

BRIDGE LANDINGS DESIGN INTENT

Site Work

All site work design pertaining to the bridge landing zones should be integrated into the existing campus fabric and aesthetic. Materials should match existing conditions and be designed as a seamless extension between existing and new.

Landscaping

All campus landscape work shall be coordinated with Microsoft and be designed to be integrated into the existing campus, stitching existing conditions together with new work.

Lighting

Lighting design shall be coordinated with Microsoft and meet campus standards.

Site Furnishings

All campus furnishings shall be coordinated with Microsoft and meet campus standards.

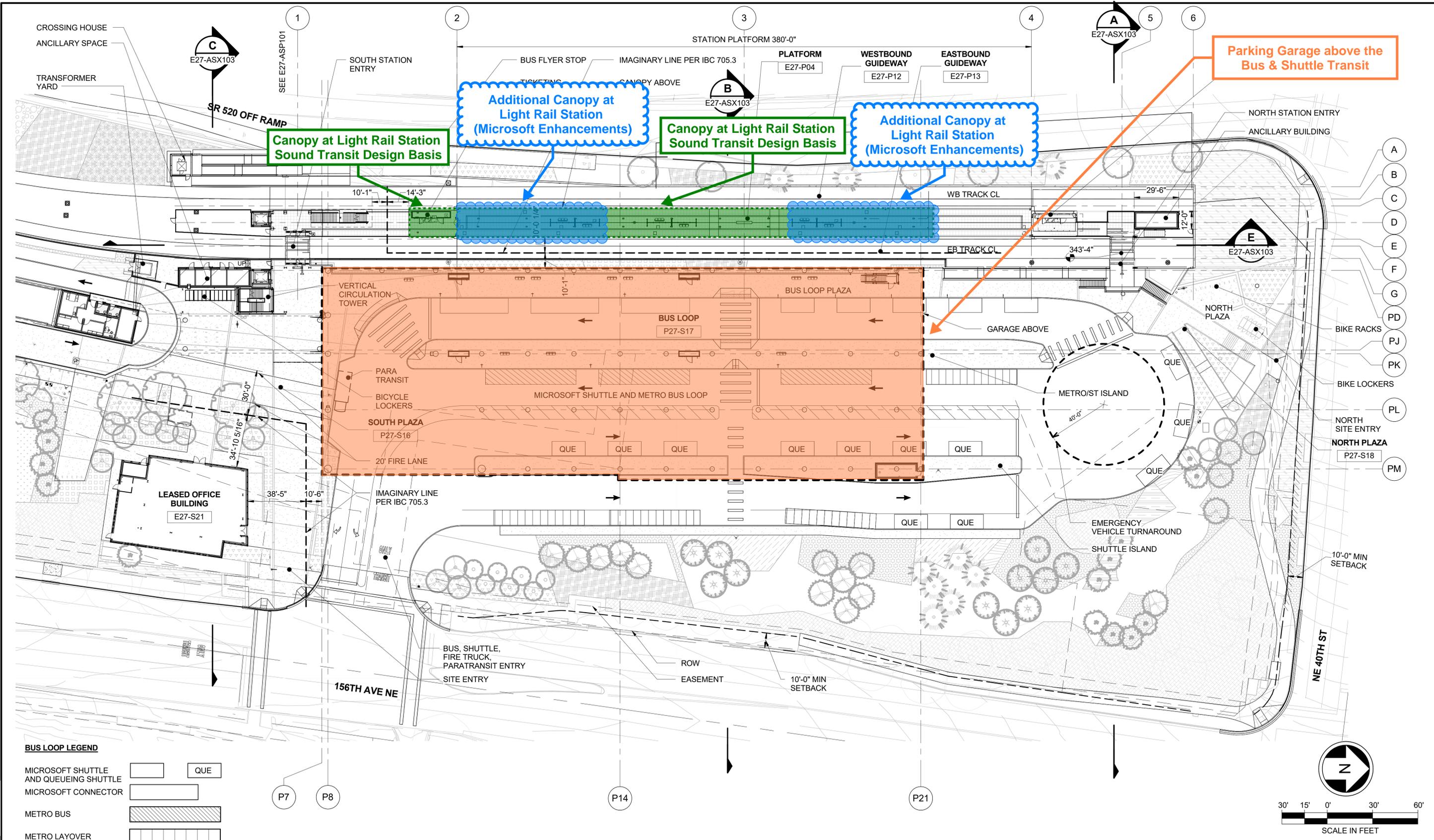
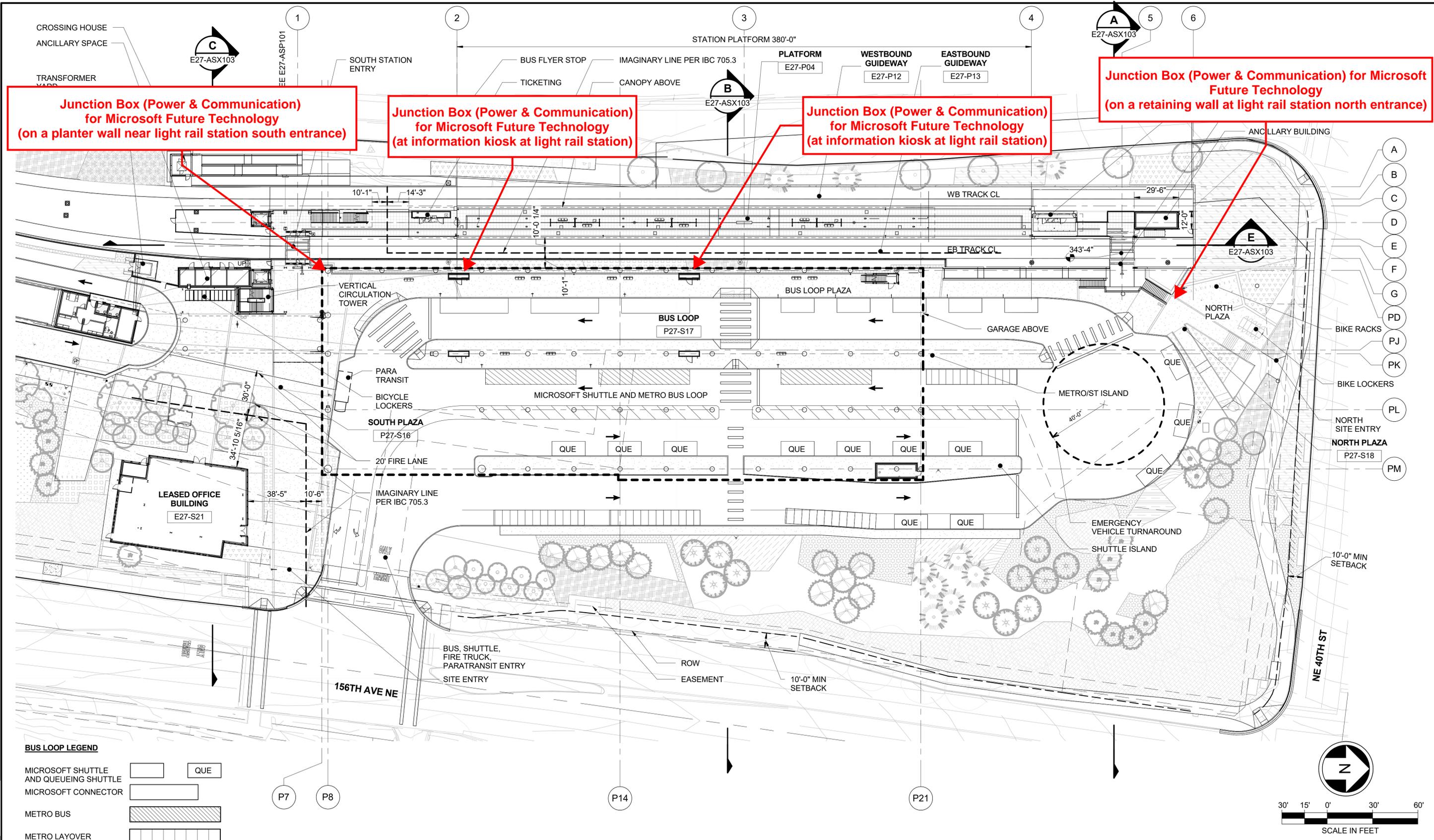


Exhibit E-1
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Canopy Coverage Plan at Light Rail Station and Garage Over Bus & Shuttle Transit

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Junction Box (Power & Communication) for Microsoft Future Technology (on a planter wall near light rail station south entrance)

Junction Box (Power & Communication) for Microsoft Future Technology (at information kiosk at light rail station)

Junction Box (Power & Communication) for Microsoft Future Technology (at information kiosk at light rail station)

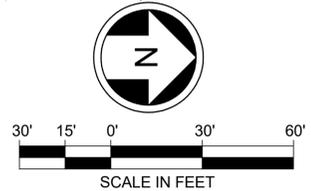
Junction Box (Power & Communication) for Microsoft Future Technology (on a retaining wall at light rail station north entrance)

BUS LOOP LEGEND

- MICROSOFT SHUTTLE AND QUEUEING SHUTTLE QUE
- MICROSOFT CONNECTOR
- METRO BUS
- METRO LAYOVER

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**Exhibit E-1
Page 2 of 2
Provision for Microsoft Future Technology**



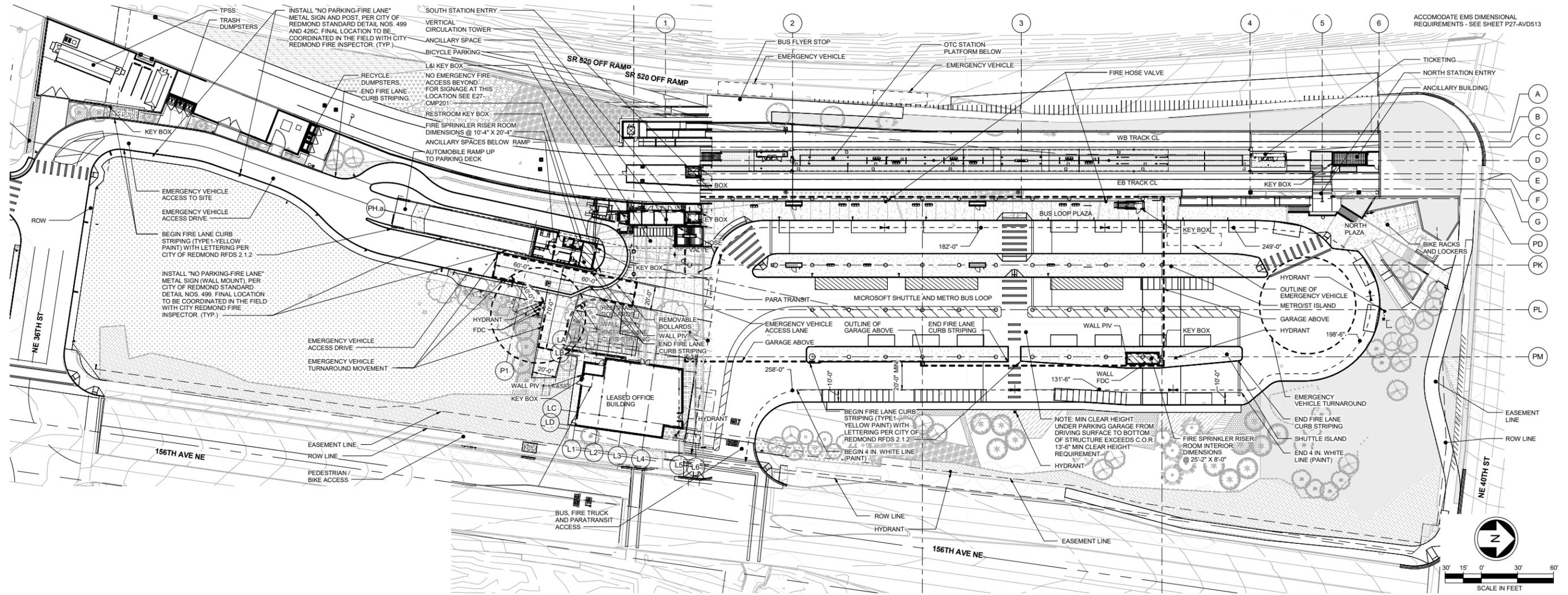
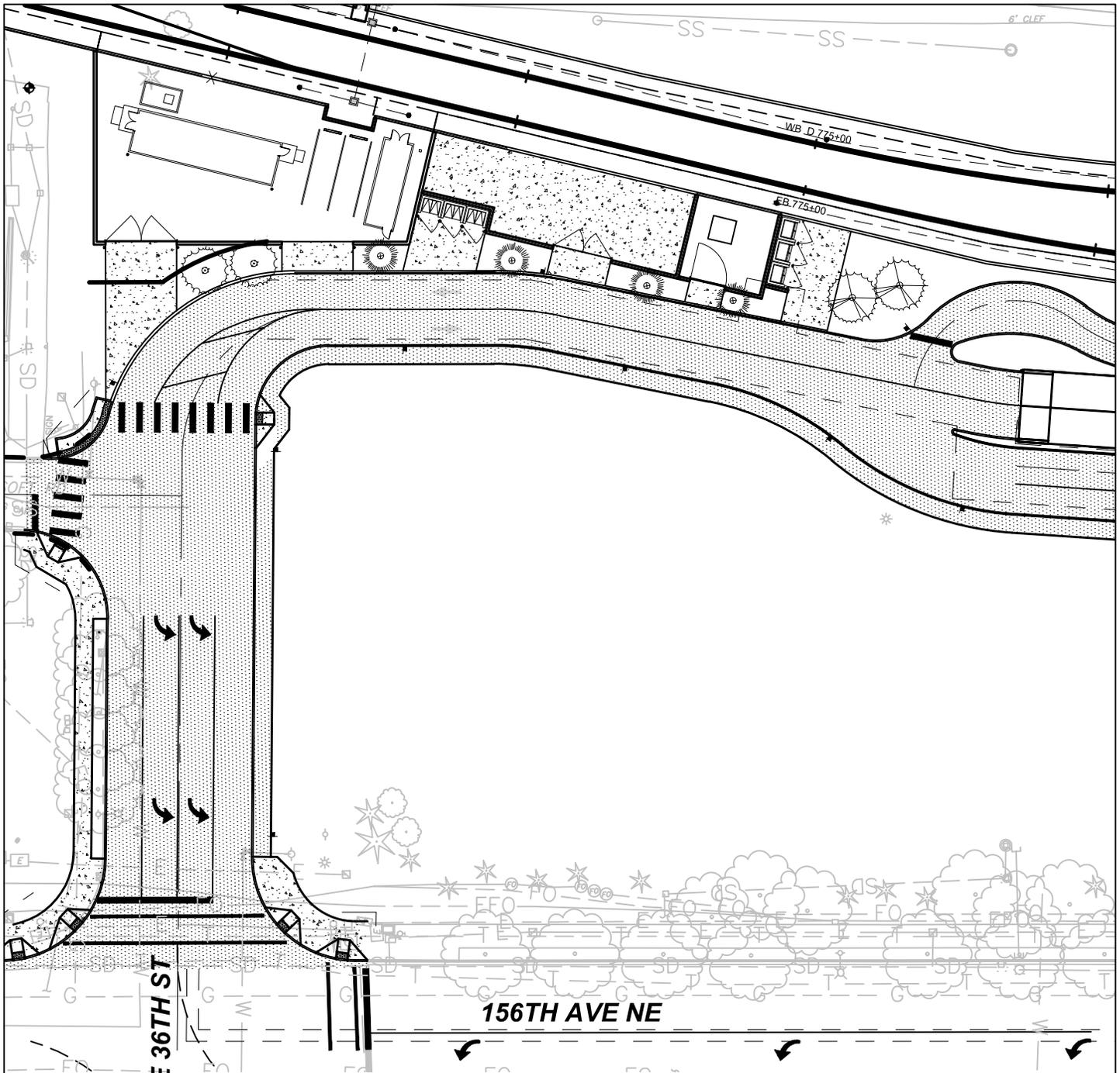


Exhibit F - updated Construction Phase 2 of 2 Final Configuration

EXHIBIT G-1
 NE 36th Street Access / Garage Egress Plan



NOTE:
 THIS EXHIBIT DEPICTS THE APPROVED
 INTERSECTION LAYOUT

DATE: 09/19/2018		OVERLAKE TRANSIT CENTER	EXHIBIT G-1
		PREFERRED ACCESS OPTION	

EXHIBIT I-I
OTC FUNDING AGREEMENT
(Excluding SONET Relocation)**

Scope Description	Microsoft Provided Funding (YOES)
Construction	\$ 4,187,274
MS Shuttle Operation (Building	\$ 1,839,000
Additional Canopies	\$ 933,000
Canopies Fire Protection	\$ 85,000
Pavement Enhancement	\$ 38,000
Sales Tax	\$ 136,065
Design Allowance	\$ 757,812
Allocated Contingency	\$ 398,398
Net Property Costs, TCEs	\$ -
Design	\$ 886,239
Project Management	\$ 554,879
Unallocated Contingency	\$ 438,110
Pedestrian Bridge	\$ 1,832,287
HJH Billed Costs Original Bridge	\$ 1,310,239
KH Billed Costs Original Bridge	\$ 522,048
Unbilled Consultant & WSDOT Costs, NTE*	\$ 600,000
Total	\$ 8,498,789

*Inclusive of a 6% Sound Transit Administrative Overhead markup

**See Exhibit L for SONET Relocation

EXHIBIT J-1

ANCILLARY AGREEMENTS

Documents	Parties	Timing	Notes
Design-Build Confidentiality Agreement	Microsoft, Sound Transit	Prior to contractor selection phase	Address confidentiality related to MS participation in the procurement of the design-build contractor
RTS Ped Bridge O&M Agreement	Microsoft, Redmond	Execute prior to construction of superstructure	
Post-Construction Lease for MS Transportation Services	Microsoft, Sound Transit	Execute prior to opening of redesigned RTS	Terms addressed in separate Lease Term Sheet
Interim License to continue MS Transportation Services during construction	Microsoft, Sound Transit	Execute prior to construction	Terms addressed in separate Lease Term Sheet
TCE – Ped Bridge Construction	Sound Transit to Microsoft	Prior to construction	Construction of RTS Ped Bridge on RTS property (in approximate location shown on Exhibit A-1)
TCE – Frontage Improvements	Microsoft to Sound Transit	Prior to construction	Construction of frontage improvements on Augusta Drive
Permanent Easement – Ped Bridge	Microsoft to Redmond	Upon conveyance of Ped Bridge to Redmond	Construction of RTS Ped Bridge on property west of SR 520 and property east of 156 th Ave NE

Permanent Easement – Ped Bridge	Sound Transit to Redmond and MS	Upon conveyance of Ped Bridge to Redmond	Location of RTS Ped Bridge on RTS Property
WSDOT Construction Agreement and Temporary Construction Airspace Lease (TCAL) amendment	WSDOT, Microsoft, Sound Transit	Prior to construction	Construction of RTS Ped Bridge on SR 520 right-of-way
Trail Lease	WSDOT to Redmond	Trail Lease to commence upon transfer of the RTS Ped Bridge to Redmond	Location for RTS Ped Bridge on SR 520 right-of-way
Conveyance Deed	Microsoft to Sound Transit	Upon vacation of street end	Street end of NE 36 th Street
TCE – Augusta Drive/Microsoft Road	Microsoft to Sound Transit	Prior to Construction	In exchange for advertising rights defined in Exhibit K, MS to provide TCE for parcels EL-346 and EL-347 per Exhibit M. In exchange for advertising rights defined in Exhibit K, MS to provide permanent easements for parcels EL-346 and EL-347 per Exhibit M.
Permanent Easement – Augusta Drive/Microsoft Road	Microsoft to Sound Transit	Prior to Construction	