SEATTLE CITY COUNCIL

Legislative Summary

CB 118626

Record No.: CB 118626 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **125004** **In Control:** City Clerk

File Created: 12/03/2015

Final Action: 03/10/2016

Title: AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement with the National Railroad Passenger Corporation for Amtrak's continued use and occupancy of a portion of King Street Station to provide passenger rail services.

Notes:

Sponsors: O'Brien

Attachments: Att 1 - Amtrak Lease Agreement

Drafter: cheryl.swab@seattle.gov

	Date
Filed with City Clerk:	
Mayor's Signature:	
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/02/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text:	The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk					
	Notes:						
1	City Clerk	02/02/2016	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:						
1	Council President's Office	02/04/2016	sent for review	Sustainability and Transportation Committee			
	Action Text:	The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee					
	Notes:						
1	Full Council	02/22/2016	referred	Sustainability and Transportation Committee			

1	Sustainability and Transportation Committee	03/01/2016	pass		Pass
	Action Text:	The Committee recommends that Full Council pass the Council Bill (CB).			
	Notes:				
		In Favor:	3	Chair O'Brien, Vice Chair Johnson, Member Sawant	
		Opposed:	0		
1	Full Council	03/07/2016	passed		Pass
	Action Text:	The Council Bill (CB) was passed by the following vote and the President signed the Bill:			
		In Favor:	7	Councilmember Burgess, Councilmember González , Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant	
		Opposed:	0		
1	City Clerk	03/08/2016	submitted for Mayor's signature	Mayor	
	Action Text:	The Council Bill (CB) was submitted for Mayor's signature. to the Mayor			
	Notes:				
1	Mayor	03/10/2016	Signed		
	Action Text:	The Council Bill (CB) was Signed.			
	Notes:				
1	Mayor	03/10/2016	returned	City Clerk	
	Action Text:	The Council Bill (CB) was returned. to the City Clerk			
	Notes:				
1	City Clerk	03/10/2016	attested by City Clerk		
	Action Text:	The Ordinance (Ord) was attested by City Clerk.			
	Notes:				

CITY OF SEATTLE

ORDINANCE 125004

COUNCIL BILL 118626

AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement with the National Railroad Passenger Corporation for Amtrak's continued use and occupancy of a portion of King Street Station to provide passenger rail services.

WHEREAS, the City acquired King Street Station (Station) from the Burlington Northern and Santa Fe Railway Company (BNSF) by quitclaim deed dated February 15, 2008, King County Recorder's Number 20080215002336 (Deed); and

WHEREAS, under the Deed, the City's title to the Station is subject to Amtrak's rights in and to the Station pursuant to the Rail Passenger Service Act (49 U.S.C. § 24308) and the agreement between Amtrak and the predecessor in interest of BNSF dated September 1, 1996; and

WHEREAS, prior to the City's acquisition of the Station, Amtrak leased a portion of the Station from BNSF pursuant to a lease agreement dated February 27, 2003 (Assigned Lease); and

WHEREAS, as part of the transaction transferring ownership of King Street Station to the City, Amtrak, BNSF, and the City entered into a Consent and Agreement whereby BNSF assigned to the City its rights and obligations as landlord under the Assigned Lease and whereby Amtrak consented to the assignment and agreed to the City as landlord; and

WHEREAS, under the terms of the Assigned Lease, Amtrak was responsible for the maintenance and repair of the King Street Station to the extent necessary for Amtrak operations, and the landlord was not obligated to fund any capital costs associated with the leased premises; and

WHEREAS, since acquiring King Street Station, the City's Department of Transportation has constructed extensive seismic upgrades, and renovated and restored historic elements throughout the Station, including throughout portions of the Station operated by Amtrak, utilizing a combination of funding from the City, federal, state, and private sources; and

WHEREAS, the City accepted state and federal funds for Station improvements under a grant agreement with the State of Washington, which agreement was authorized by Seattle City Council Ordinance 123829 (the Grant Agreement); and

WHEREAS, as a condition of the funding provided under the Grant Agreement, the City must make the Station available for Amtrak's use for a period of at least 20 years; and

WHEREAS, the Seattle Department of Transportation will continue to operate and maintain the Station on behalf of The City of Seattle, wishes to maintain the restored state of the landmark building, and intends to lease remaining spaces on the second and third floors to help cover the long-term costs of operating and maintaining the Station; and

WHEREAS, the City and Amtrak mutually desire to enter into a new lease agreement for Amtrak's use and occupancy of the first floor portion of the King Street Station; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Director of Transportation (Director) is authorized to execute, for and on behalf of The City of Seattle, a lease agreement with the National Railroad Passenger Corporation providing for its continued use of a portion of the King Street Station, substantially in the form of the King Street Station Lease Agreement between The City of Seattle and the National Railroad Passenger Corporation (Amtrak) that is attached to this ordinance as Attachment 1 (Agreement).

Section 2. The Director is authorized to make such minor additions, modifications, and amendments to the Agreement as the Director may deem necessary or advisable to carry out the purpose of this ordinance.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 7th day of MARCH, 2016, and signed by me in open session in authentication of its passage this 7th day of MARCH, 2016.

President Pro Tem of the City Council

Approved by me this 10th day of March, 2016.

Edward B. Murray, Mayor

Filed by me this 10th day of MARCH, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:
Attachment 1 - King Street Station Lease between The City of Seattle and National Railroad Passenger Corporation (Amtrak)

KING STREET STATION LEASE BETWEEN THE CITY OF SEATTLE AND NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

This King Street Station Lease Agreement ("Lease") is entered into by and between the City of Seattle (the "City"), a first class municipal corporation of the State of Washington, acting by and through its Director of Transportation (the "Director"), and the National Railroad Passenger Corporation ("Amtrak"), a corporation organized pursuant to 49 USC §24101 *et seq.* ("Amtrak Statute") and the laws of the District of Columbia.

Recitals

This Lease is made with reference to the following facts:

1. The City owns real property located in Seattle, Washington commonly known as the King Street Station which the City acquired from Burlington Northern and Santa Fe Railway Company ("BNSF") by quitclaim deed dated February 15, 2008, King County Recorder's Number 20080215002336 ("Deed").

2. Pursuant to paragraph 7, (Deed Restrictions and Reservations) of the Deed, the City's title to the Station is subject to Amtrak's rights in and to the King Street Station pursuant to the Rail Passenger Service Act (49 U.S.C. §24308) and the agreement between Amtrak and the predecessor in interest of BNSF dated September 1, 1996.

3. Prior to the City's acquisition of the King Street Station, Amtrak leased a portion of the King Street Station from BNSF pursuant to a lease agreement dated February 27, 2003 ("Assigned Lease").

4. As part of the donation transaction, in February 2008 Amtrak, BNSF, and the City entered into a Consent and Agreement whereby BNSF assigned to the City its rights and obligations as landlord under the Assigned Lease and whereby Amtrak consented to the assignment and agreed to attorn to the City as landlord.

5. Under the terms of the Assigned Lease, Amtrak was responsible for the maintenance and repair of the King Street Station to the extent necessary for Amtrak operations, and the landlord was not obligated to fund any capital costs associated with the leased premises.

6. Since acquiring King Street Station, the City has renovated and made certain capital improvements to the Station utilizing a combination of funding from the City, federal, state, and private sources.

The City and Amtrak mutually desire to enter into a new lease agreement for Amtrak's use and occupancy of a portion of the King Street Station.

Now therefore, in consideration of the mutual covenants and obligations herein, the City and Amtrak agree as follows:

1. Premises.

1.1. Description of King Street Station and Premises. King Street Station is a building with adjacent plazas having a common street address of 303 South Jackson Street, Seattle, Washington, 98104, and is situated on real property legally described in the attached **Exhibit A.** As used throughout this Lease, "Station" means the King Street Station building and the adjacent plaza areas. The "Premises" means a portion of the Station comprising approximately 25,133 square feet located on the first floor of the Station as depicted on the floor plan attached as **Exhibit B**.

1.2. Grant of Premises. The City hereby leases to Amtrak and Amtrak leases from the City the Premises, subject to all the easements and licenses applicable to the Station that are in effect as of the Commencement Date, including but not limited to BNSF's reserved access rights under the Deed and the Washington State Department of Transportation's rights under Section 1.9.

1.3. Common Areas. In addition to the exclusive lease of the Premises, the City also hereby grants to Amtrak, its employees, directors, contractors and invitees the non-exclusive right to use and occupy all Common Areas of the Station. As used in this Lease, "Common Areas" means the Limited Common Area (defined in Section 1.4) and all areas of the Station, other than the Premises, which are designated by the Director for use by Amtrak, other tenants in the building, and members of the public as initially depicted on **Exhibit B**. Use of the Common Areas will be non-exclusive, in common with other users, and subject to reasonable rules and guidelines the Director may establish that are compatible with the Station's uses, including use as a multi-modal transportation center and other tenant uses. The City shall at all times have exclusive control and management of the Common Areas, and in its discretion, may increase, decrease or change the number, locations and dimensions of any hallways, lobby areas, Common Areas and other improvements within the Station that are not within the Premises. Such reduction or change of the Common Areas by the City shall not be deemed a constructive or actual eviction or entitle Amtrak to an abatement or reduction in Rent unless the reduction or change prevents or materially interferes with Amtrak's ability to use the Premises for the Permitted Use.

1.4 Limited Common Area. The mechanical room space of approximately 2,600 feet located on the main floor of the Station as depicted on **Exhibit B** is designated a "Limited Common Area" that is available for shared use by the City, Amtrak, and other tenants of the Station, however it shall not be available for use by the general public.

1.5 Improvement and Sublease of Women's Waiting Room. Amtrak and the City acknowledge that both parties will benefit from the improvement and sublease of a portion of the Premises depicted on **Exhibit B** as the "Women's Waiting Room" which, as of the Commencement Date, is not expected to be required for Amtrak's operations. Amtrak shall

notify the City if Amtrak determines at a date subsequent to the Commencement Date that the Women's Waiting Room is needed for Amtrak's operations. Until such date, if ever, and subject to Amtrak's rights to the Premises, the City may seek to facilitate subleasing of the space for a use of the space that is compatible with and supportive of Amtrak's use of the Premises by pursuing grants to fund further improvements to this space and by making efforts to market the space to potential tenants on Amtrak's behalf. If Amtrak decides it wishes to sublease the space, Amtrak shall request the City's approval pursuant to section 16.

1.6. Condition of Premises and Common Areas. City leases the Premises and Amtrak accepts the Premises and all Common Areas in "AS-IS" condition.

1.7. City's Rights Regarding Premises. Provided that such actions do not breach Amtrak's quiet enjoyment of the Premises or materially interfere with Amtrak's business operations, the City reserves the right from time to time (i) to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment in, through, and under the Premises for service to the Premises or to other parts of the Station, including in locations above the suspended ceiling surfaces, below the floor surfaces, and within the walls of the Premises and elsewhere in the Station; (ii) to alter or expand the Station; and (iii) to alter, relocate, reduce, or substitute any of the Common Areas. In exercising its rights under this section, the City shall provide to Amtrak notice of any work or Station alteration that is anticipated to impact Amtrak's use of the Premises at least 10 days prior to the commencement of any such work or Station alteration, except in case of emergency. In any emergency situation, the City shall provide advance notice as soon as reasonably possible given the circumstances. In proceeding pursuant to this section 1.7, the City shall use reasonable efforts both to minimize any interference with Amtrak's use of its Premises and to coordinate with Amtrak regarding scheduling. Amtrak hereby releases the City and agrees that it will not pursue any claims or remedies for breach of quiet enjoyment against the City for any temporary interference or inconvenience with Amtrak business operations that results from the City's exercise of its rights under this Section 1.7 consistent with the requirements herein.

1.8. Elevator Access Within Premises. During Station hours established pursuant to Section 7, Amtrak shall permit the general public reasonable ingress and egress to the elevator within the Premises. Additionally, Amtrak shall conduct its operations in a manner to minimize blocking access to the elevator, and shall use reasonable efforts to notify the City in advance if Amtrak's operations will require blocking access to the elevator. The City shall notify all other tenants at the Station and all contractors and service personnel hired or used by the City that the Jackson Street entrance of the Station is the primary means of ingress and egress to the Station for deliveries, move-in/move-out and loading (collectively, "Loading"). During Amtrak's operating hours, Loading activities by or for other Station tenants may only occur with prior permission from Amtrak's Station Manager. During hours when Amtrak is not providing passenger service, Loading activities by or for other Station tenants must be coordinated with the building manager. Access to the elevator through the Premises shall be permitted during the hours the Station is open to the extent necessary to ensure the City as owner of the Station may ensure the Station is in compliance with requirements of the Americans with Disabilities Act (ADA).

1.9. Subject to WSDOT Agreements. The City, Amtrak and the State of Washington through the Washington State Department of Transportation ("WSDOT") are parties to that certain King Street Station Funding and Occupancy Agreement ("CGA 5724") pursuant to which (i) WSDOT agreed to reimburse the City for certain capital expenditures related to the Station, (ii) the City granted certain occupancy rights to WSDOT and (iii) subject to its rights, Amtrak consented to grant of WSDOT's occupancy rights. Pursuant to GCA 5724, WSDOT is entitled to the use and occupancy of 400 square feet of space within the Premises, access to the men's and women's restrooms within the Premises, and use of any public roadways and sidewalks in and around the Station. Additionally, the City and Amtrak agree that WSDOT must give its consent to any material changes agreed to between the City and Amtrak with respect to any or all of the following provisions of this Lease: Premises, WSDOT's access rights, Term, or Rent.

2. Term.

2.1. Term of Lease. This Lease shall be for a term of twenty (20) years (the "Term") beginning on the date when last signed by an authorized representative of both parties following an authorizing ordinance by Seattle City Council ("Commencement Date"). As of the Commencement Date, this Lease supersedes and replaces in its entirety the Assigned Lease and the Assigned Lease shall be null and void as of the Commencement Date and neither the City nor Amtrak shall have any rights and obligations under the Assigned Lease as of the Commencement Date.

2.2. Early Termination of Lease. If Amtrak's rail passenger service to Seattle ceases, Amtrak may terminate this Lease without cost or liability to Amtrak by providing to the City written notice at least ninety (90) days before the proposed effective date of termination of this Lease.

3. Use of Premises.

3.1 Permitted Use. Throughout the Term, Amtrak shall use the Premises for an intercity rail passenger station and for ancillary uses related to and in support of Amtrak's rail passenger operations, including bus, limousine and other automobile services connected with Amtrak intercity rail services (the "Permitted Use"). Amtrak shall not use or permit the use of the Premises for any use other than the Permitted Use without the Director's prior written approval. By way of example and not limitation, as a part of its Permitted Use, Amtrak may place and maintain, either itself or through agreements with other parties, passenger services and related facilities within the Premises subject to the Director's approval as to quantity and location, which approval will not be unreasonably withheld, conditioned or delayed. The passenger services may include the following:

- Vending machines;
- Automated Teller Machines (ATMs);
- Coffee/food services;
- Sundries and miscellaneous items for sale;
- Rental car/hotel concierge telephone service;
- Newspaper stands;

- Luggage cart rentals;
- Charging station for computers/mobile phones/other mobile devices.

Amtrak's provision of any of the above services and facilities is subject to all applicable requirements under this Lease, including but not limited to Section 3.3, Section 8.3, Section 10 and Section 15.

3.2 Filming and Advertising. Amtrak is permitted to film or photograph the Premises for advertising or informational uses related to the Permitted Use. The City reserves the right to film or photograph the Station, which may include publicly accessible areas of the Premises, for City-related purposes, which include leasing space on the second and third floor provided that Amtrak's rail passenger operations are not adversely impacted and proceeds, if any, are used to maintain or benefit the Station.

3.3 Historic Building. The King Street Station is listed on the National Register of Historic Places. Amtrak shall comply with any requirements or limitations relating to the Station's historic status, and shall ensure that its uses are compatible with the historic features of the Station.

4. Rent.

4.1. Rent. In consideration of its use and occupancy, beginning on the Commencement Date and thereafter throughout the Term Amtrak shall pay all expenses associated with operating and maintaining the Premises and the King Street plaza, including all utility expenses and including any expenses incurred by the City that are exclusively for the benefit of the Premises ("Base Rent"). In addition to Base Rent, Amtrak shall pay to the City Amtrak's proportionate share of Operating & Maintenance Expenses (as defined in Section 4.2) and an annual Reserve Fund Payment (as defined in Section 4.3). For the purposes of this Lease, Amtrak's proportionate share of Operating and Maintenance Expenses is 51.61%, which represents the total square footage of the Premises (25,133 square feet) divided by the total non-Common Areas of the Station (48,695 square feet) ("Amtrak's Proportionate Share"). Amtrak's allocation of Base Rent and Amtrak's Proportionate Share of Operating and Maintenance Expenses is illustrated on **Exhibit C.**

4.2 Operating and Maintenance Expenses.

4.2.1 For the purposes of this Lease, "Operating and Maintenance Expenses" or "O and M Expenses" means all expenses which the City pays or accrues in connection with maintaining, operating, repairing and administering the Station, including Common Areas. O and M Expenses include the following:

a. expenses for any of the following utilities that are not separately metered to third party tenants or to Amtrak: water, sewer, removal of garbage and recycling materials, electricity, heat, gas, and air conditioning;

b. expenses for routine maintenance, inspections, and repairs to the Station, including but not limited to regularly scheduled maintenance and inspection of heat pumps, fans, water heaters, elevator, ADA lift and the fire alarm system;

c. supplies, tools, and equipment rental charges for routine maintenance;

d. expenses for janitorial and cleaning services in the Common Areas and atrium, including window and canopy washing;

e. expenses for snow removal around Station entrance at King Street;

f. expenses for security services and systems applicable to the entire Station and not unique to any specific tenant space;

g. insurance premiums for property and casualty insurance carried by the City with respect to the Station and the amount of any deductible to the extent paid by the City in performing necessary repairs in connection with a casualty event at the Station that would otherwise be covered by insurance but for the deductible;

h. licenses, permits and inspection fees; subsidies and other payments required by public bodies and costs incurred in connection with compliance with governmental requirements of governmental entities, including the City when acting in its regulatory capacity;

i. landscaping; and

j. fees paid to a property management firm, or a reasonable allocation of the City's internal costs if the City elects to use its own employees, rather than a third party vendor, to provide property management services.

4.2.2. Exclusions from Operating and Maintenance Expenses. The following shall be excluded from O and M Expenses and Amtrak shall not be obligated to pay any amounts to the City for the following:

a. expenses billed directly to Amtrak for anything relating to its Premises, including utilities;

b. expenses solely attributable to portions of the Station leased to other tenants in the Station.

c. all expenses related to the upper Jackson Street plaza;

d. leasing commissions, marketing costs, tenant improvements and all other expenses incurred for leasing second and third floor spaces to third parties;

e. expenses for services for which Amtrak or other tenants directly reimburse the City or for which Amtrak pays third parties directly;

f. expenses for any services that are provided to any tenant in the Station but that are not uniformly provided to all tenants at the Station;

g. expenses for repairs or work required because of casualty to the extent the City receives any insurance reimbursement (subject to 4.2.1 (g);

h. costs to remedy defects in construction materials or installations which are either covered by the contractor's warranties or are brought to the City's attention within the construction warranty period;

i. all costs, fines, or penalties incurred by the City as a result of the City's failure to comply with any governmental rule or requirement relating to the Station;

j. all legal fees and costs incurred by the City due to its negligence or the negligence of its employees;

k. all costs of a capital nature, including without limitation, capital improvements, replacements, repairs, equipment and tools, as determined pursuant to generally accepted accounting principles consistently applied; and

l. all rental costs and expenses related to the leasing of air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except for equipment leased on a short term basis during construction, repair or replacement.

4.3 Major Maintenance and Capital Improvements Reserve Fund. Within thirty (30) days of the Commencement Date and thereafter on or before January 1 of each calendar year during the Term, in addition to Base Rent and Amtrak's proportionate share of O & M Expenses, Amtrak shall make an annual payment of $12,510.61 as a stabilized fund for major maintenance and capital replacement or improvement of King Street Station ("Reserve Fund Payment"). The City shall use the Reserve Fund Payments to fund major maintenance and capital improvements to the Station. Prior to spending Reserve Fund Payments, the City shall provide Amtrak with notice of the intended use and shall give Amtrak the opportunity to comment. If Amtrak does provide comments, the City shall use reasonable efforts to accommodate such comments.

4.4. Time and Manner of Payment. Beginning on the Commencement Date and thereafter on or before the first day of every month during the Term, Amtrak shall pay the City one twelfth (1/12) of Amtrak's estimated Base Rent expenses incurred by the City and Amtrak's Proportionate Share of estimated O and M Expenses, which monthly amount is initially $14,250.75. Beginning with calendar year 2016, on or before January 31 of each year during the Term, the City shall provide to Amtrak a written statement of (i) actual O and M Expenses incurred during the previous calendar year and a written statement of estimated O and M Expenses and Amtrak's Proportionate Share for the then current year. After Amtrak's receipt of the City's statement, Amtrak shall pay the adjusted amount of estimated monthly O & M Expenses for the remainder of the calendar year. Additionally, if the actual O and M Expenses equal to Amtrak's Proportionate Share (i.e., 51.61%) for the previous calendar year are greater than Amtrak's total payments during that previous calendar year, Amtrak shall pay the City the balance due within 30 days of Amtrak's receipt of the written statement. If the actual O and M Expenses equal to Amtrak's Proportionate Share for the previous calendar year are less than the total of Amtrak's payments to the City during the previous calendar year, Amtrak may apply the excess against O and M payments due to the City in the then-current year. Within 60 days after the last day of the Term, the City shall provide Amtrak with a final statement for the previous year or partial year, as applicable. If the final statement reflects that Amtrak's payments for Amtrak's Proportionate Share of O and M Expenses during the previous year or partial year exceed Amtrak's Proportionate Share of the actual O and M Expenses for that year or partial year, the City shall include with the final statement a refund of the amount by which Amtrak's payments exceeded Amtrak's Proportionate Share of the actual O and M Expenses equal to Amtrak's Proportionate Share. If the final statement reflects that the actual O and M Expenses equal to Amtrak's Proportionate Share exceeded Amtrak's payments for Amtrak's Proportionate Share of O and M Expenses during that year or partial year, Amtrak shall remit any amount owing within 30 days.

4.5. Audit. The City shall keep true, full, and accurate books of account setting forth receipts, together with any other information that will affect the determination of Base Rent and

O and M Expenses. Upon at least twenty (20) days advance notice in writing to the City, Amtrak shall have the right to review the City's books relating to calculation of all amounts due from Amtrak pursuant to this Lease, including without limitation Base Rent and O and M Expenses and to audit the same either with Amtrak employees (including any employee of Amtrak's Inspector General) or using a contractor at Amtrak's sole cost and expense. If the auditor determines that Amtrak has overpaid any amount due under this Lease, the City shall have sixty (60) days to review the results. If the City disagrees with the findings, the parties shall follow the dispute resolution process in Section 22. If the City agrees with the audit findings, the City shall either reimburse Amtrak or credit the amount of overpayment to future payments due from Amtrak. Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

4.6 Definition of Rent. As used in this Lease, "Rent" means and includes all amounts due from Amtrak to the City under this Lease, including but not limited to Base Rent, O and M Expenses, and the Reserve Fund Payment.

5. Late Charge.

If Amtrak fails to pay the City any undisputed sum within thirty (30) days of the day payment is due under this Lease, such amount shall bear interest at the rate of 12% per annum from the date due until the date paid.

6. Utilities.

6.1. Utilities. Amtrak will arrange to be directly billed for and shall pay when due any utilities that are exclusive to the Premise and capable of separate metering, including electricity, water, sewage, solid waste, composting, recycling, and natural gas services. For utilities serving the Premises that are not separately metered, the City shall pay the expenses, and Amtrak shall reimburse the City as provided under Section 4 and the allocation on **Exhibit C.** The City shall ensure that when practicable, each other tenant, licensee, or occupant in the Station has separate metering for utilities exclusively serving the leased premises, licensed area or occupancy space of such tenant, licensee or occupant. When separate metering of utilities is not possible, the City shall equitably allocate the Station utility charges to the Common Areas and to each leased or licensed space in the Station. Amtrak shall be responsible for obtaining and paying for any telephone or telecommunications systems to the Premises. If Amtrak shall require any special utility services in addition to those installed as of the Commencement Date, Amtrak shall be responsible for the cost of any service or infrastructure upgrades.

6.2. Interruption. The City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond the City's reasonable control shall (i) be deemed an eviction of Amtrak, or (ii) relieve Amtrak from any of its obligations hereunder, or (iii) give Amtrak a right

of action against the City for damages. The City shall endeavor to provide Amtrak with 48 hours prior notice of any planned electricity outage in the Station but shall not be liable for failure to provide such notice. The City has no obligation to provide emergency or backup power to the Premises or Station, and the provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Amtrak.

7. Station Hours for Public Access.

The public entrances to the Station via the Jackson Street Plaza and the King Street Plaza shall be open daily beginning 30 minutes before the first scheduled train and closing thirty minutes after the last scheduled train, subject to change by mutual agreement and Amtrak and the City. Amtrak and its employees, contractors, and agents shall have full and complete access to the Premises at all times via the non-public entrances to the Premises.

8. Care of Premises.

8.1. Amtrak's Obligation. At its own expense and at all times, Amtrak shall keep the portion of the Premises not accessible to the public in a neat, clean, safe, and sanitary condition. Without limiting the generality of the foregoing, Amtrak shall furnish all cleaning supplies and materials, and provide all necessary janitorial service needed to maintain the back of house portion of the Premises (excluding all mechanical systems and rooms) in the manner prescribed in this Lease. If more than ten (10) days after City provides written notice to Amtrak specifying in detail the exact nature of any failure by Amtrak to comply with its obligations under this Section 8.1, Amtrak does not take the necessary actions to so comply or object to the City's notice, the City, at its option, may perform the actions necessary to so comply. If the City takes action pursuant to the preceding sentence, Amtrak shall promptly pay the actual and reasonable costs incurred by the City as an additional charge upon invoice from the City. Amtrak shall reimburse the City for all damage done to the Premises or Common Areas that results from any act or omission of Amtrak, its officers, employees, contractors, agents or invitees. Additionally, Amtrak shall be responsible for all costs associated with the maintenance and repair of the King Street plaza.

8.1.1 Janitorial Services. The City will hire a janitorial firm to maintain the Common Areas and the portions of the Premises that Amtrak generally opens to the public. The City will seek Amtrak's input regarding the selection process, subject to the City's procurement requirements. The janitorial firm will be required to identify the time and expenses associated with Station Common Areas, exterior tasks, and portions of Amtrak's Premises. Amtrak will pay to the City the expense for all janitorial services to the public areas of Amtrak's Premises and Amtrak's Proportionate Share of expenses for as required under Section 4.2 and shown on **Exhibit C**. The City or its service provider shall have the right to enter the Premises for such purposes. Alternatively, Amtrak may elect to self-perform or contract for the janitorial services to all areas of Amtrak's Premises at Amtrak's sole cost and expense, conditioned upon the following: (i) Amtrak shall provide the Director written notice at least thirty (30) days prior to the date Amtrak proposes to take responsibility for all janitorial services to the Premises, and (ii) Amtrak shall ensure that the services are at a minimum consistent with the King Street Station Janitorial Standards attached as **Exhibit D.**

8.2. City Responsibilities. All normal repairs necessary to maintain the Station (including the structural aspects and exterior of the Premises), the Common Areas, the heating, ventilation, utility, electric and plumbing and other systems and equipment serving the Station (including the Premises) in good operating condition in accordance with all then applicable building codes and ordinances, as determined by City, shall be performed by the City and shall be included in O & M Expenses, provided that in no event shall Amtrak pay any more than Amtrak's Proportionate Share. The City shall also be responsible for all costs associated with the maintenance and repair of the Jackson Street plaza, and in no event shall the costs and expenses for such maintenance and repairs be included in O & M Expenses. Except in the event of the City's gross negligence or intentional misconduct, there shall be no abatement or reduction of rent arising by reason of the City's making of repairs, alterations or improvements.

8.3. LEED Status of Station. The City represents that King Street Station is a certified LEED Platinum building. With regard to any of its obligations under this Lease, Amtrak shall replace in kind any materials, equipment or improvements in kind for materials, equipment, and improvements that the City provided or installed. City shall notify Amtrak in the event City determines that actions by Amtrak are adversely impacting the LEED certification of the Station and Amtrak shall use reasonable efforts to minimize or eliminate any adverse impact on the LEED certification of the Station.

8.4 King Street Station Maintenance Implementation Plan. Amtrak and the City shall each carry out their respective care and maintenance obligations under this Lease in compliance with applicable provisions of the FRA- approved Maintenance Implementation Plan attached as **Exhibit E.**

8.5. Visual Art on Premises. As used in this Section, "work of visual art" and "building art" have the same meaning as those terms are defined in the Visual Artists Rights Act of 1990, as now existing or as later amended ("VARA"). Amtrak shall not install on, integrate into nor hire or direct any person or entity to install on or integrate into, the Premises any work of visual art or building art without the prior written consent of the Director, which consent may be granted, conditioned, or withheld in the Director's discretion; provided that the Director's consent shall not be required in the following two (2) circumstances:

a. If the work of visual art is of such size, shape, and weight that it may be removed from the Premises (i) without special cost or expense, and (ii) without destruction, distortion, mutilation or other modification to the work of visual art; or

b. If Amtrak delivers to Director a waiver appropriately executed by the art work creator, for the benefit of City and its successors and assigns as the owner of the Premises, of the creator's right of integrity regarding such art work, in a form of waiver that satisfies both the Director and the requirements of 17 U.S.C. §106A(e), as the same now exists or is hereafter modified.

8.6. Liens and Encumbrances. Amtrak shall keep the Premises and Station free and clear of any and all liens and encumbrances arising or growing out of Amtrak's use, improvement or occupancy of the Premises by Amtrak or any of its principals, officers,

employees, contractors, subtenants or licensees. If any act or omission of Amtrak causes a lien to be filed against the Station or any part thereof, Amtrak shall either cause the same to be fully discharged and released of record within ten (10) days after the City's written demand therefor or, within such period, provide the City with cash or other security acceptable to the City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. The City shall have the right to disburse such security to cause the removal of the lien if the City deems such necessary, in the City's sole discretion.

9. Restricted Substances.

9.1 General Requirements Regarding Hazardous Substances. As used in this Lease, "Hazardous Substance" means any substance now or hereafter designated as, or containing any component now or hereafter designated as, hazardous, or dangerous, or toxic, or harmful, or subject to regulation under any federal, state or local law, regulation or ordinance, except customary office, kitchen, cleaning and similar supplies in normal quantities handled in compliance with applicable laws. Amtrak shall use, keep, transport, generate, or dispose of any Hazardous Substance on, within, or from the Premises in accordance with applicable laws and regulations regarding the lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Within twenty (20) days of the City's written request, Amtrak shall provide to the City Material Safety Data Sheets applicable to the Premises. The City may, but is not required to, inspect the Premises upon reasonable notice to monitor compliance with this Section 9.

9.2 Amtrak Indemnity Obligation. In addition to and without limiting Amtrak's indemnification obligations under Section 11, Amtrak shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed as a result of Amtrak's use, disposal, transportation, generation, or release of Hazardous Substances on, within, or from the Premises. Amtrak shall indemnify, defend and hold the City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon the City (including City's actual and reasonable personnel expenses and attorneys' fees) as a result of Amtrak's use, disposal, transportation, generation or release of Hazardous Substances on, within, or from the Premises. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

10. Signs.

Amtrak may place any signage related to Amtrak's operations on or within the Premises provided that the signage must be installed without damaging the interior finishes to the Premises, the Station and any City property. Amtrak may not install any permanent signage unless it has received prior written consent from the Director, which consent may be granted, conditioned, or withheld in the Director's reasonable discretion. Furthermore, with regard to any interior areas that City has notified Amtrak have been deemed nationally significant by the State of Washington Department of Archaeology and Historic Preservation and the City's Historic Preservation Board, Amtrak shall not install any signage in such interior areas without the prior approval of such Department of Archaeology and Historic Preservation and Historic Preservation Board. At the expiration or termination of this Lease, Amtrak shall remove all signage and

restore any damage caused by such removal. Any exterior signage at the Station is subject to approval by both the City and the State of Washington.

11. Indemnification.

11.1. Amtrak. Amtrak hereby releases the City from and to the fullest extent permitted by law, Amtrak shall indemnify, defend (using legal counsel reasonably acceptable to City) and save City, City's officers, agents, employees and contractors harmless from all claims, suits, losses, damages, fines, penalties, costs, liabilities and expenses (including City's actual and reasonable personnel expenses and attorneys' fees) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property to the extent arising out of or in connection with (i) Amtrak's occupation, use or improvement of the Premises pursuant to this Lease, or that of any of its officers or employees, or (ii) Amtrak's breach of its obligations hereunder, or (iii) any act or omission of Amtrak, or any of its officers, employees, concessionaires, subtenants, licensees or invitees in or around the Station, including the Premises. This indemnification obligation with respect to acts or omissions or liabilities arising from events during the Lease Term shall survive termination or expiration of this Lease for a period equal to the statute of limitations applicable to any claim to which the obligations in this Section 11.1 apply.

11.2. City. City hereby releases Amtrak from and to the fullest extent permitted by law, City shall indemnify, defend (using legal counsel reasonably acceptable to Amtrak) and save Amtrak, Amtrak's officers, employees, contractors and agents harmless from all claims, suits, losses, damages, fines, penalties, costs liabilities, and expenses (including Amtrak's actual and reasonable personnel expenses and attorneys' fees) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss or damage to any property to the extent arising out of or in connection with any or all of the following: (i) City's operation and maintenance of the Station, (ii) any act or omission of the City, its employees, officials, contractors, concessionaires, licensees or invitees in or around the Station, or (iii) City's breach of any of its obligations under this Lease. This indemnification obligation with respect to acts or omissions or liabilities arising from events during the Lease Term shall survive termination or expiration of this Lease for a period equal to the statute of limitations applicable to any claim to which the obligations in this Section 11.2 apply.

THE INDEMNIFICATION IN THIS SECTION WAS MUTUALLY NEGOTIATED AND AGREED UPON BY BOTH PARTIES.

12. Insurance/Self Insurance, Waiver of Subrogation and Release.

12.1. Amtrak's Requirements and Release. At all times during the Term, Amtrak shall be insured under its corporate-wide self-insurance program. Amtrak shall cause all its subcontractors, subtenants, or sub-licensees that perform work at or use the Station to procure commercially reasonable general liability and auto liability insurance policies and include Amtrak and the City as additional insureds for primary and non-contributory limits of liability.

12.2. City Provided Insurance. City shall insure or self-insure the Station in an amount equal to the replacement cost thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss including earth movement and flood, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; and(iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises.

12.3. Waiver of Subrogation. City and Amtrak do each hereby release and relieve the other from responsibility for, and waive their entire claim of recovery for any loss resulting from business interruption at the Premises or loss of income or any loss or damage to the real or personal property of either of them located anywhere on or under the Premises arising out of or incident to the occurrence of any of the perils which are covered by any insurance policy or program of self-insurance now or from time to time carried by the parties hereto. This waiver is intended to include claims or losses falling within deductible amounts, unless the party against whom recovery is sought caused or contributed to the loss, in which case the waiver shall not apply to the deductible amount. Each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

12.4. Assumption of Risk. Amtrak business and personal property, tenant improvements, and trade fixtures shall be located at the Premises and Station at Amtrak's risk, and Amtrak hereby releases the City from any claims for loss or damage to Amtrak's personal property, except to the extent any such loss or damage is caused by of the City, or its officials, employees or contractors.

13. Licenses and Taxes.

Amtrak represents that federal case law has held that pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt, to the same extent as the federal government, from all state and local taxes, surcharges, or fees. Amtrak shall pay any tax arising from its use and occupancy of the Premises pursuant to this Lease to the extent that Amtrak is not exempt pursuant to 49 U.SC. §24301(l).

14. Compliance with Law.

Amtrak shall comply with all laws, ordinances and regulations now in force or hereafter adopted that are applicable to Amtrak and that relate to Amtrak's use or occupancy of the Premises. The City shall comply with all laws, ordinances and regulations not in force or hereinafter adopted that are applicable to the City and that relate to the City's ownership of the Station. Without limiting the generality of the foregoing and solely to the extent consistent with or not preempted by 49 U.S.C. 24101 et seq., Executive Order No. 11246, Amtrak's grant agreements with the Federal Railroad Administration and any other federal requirements imposed upon Amtrak, Amtrak shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal.

15. Alterations.

Amtrak shall not make any alterations, additions or improvements in or to the Premises without first submitting to the Director professionally-prepared plans and specifications (including any plans and specifications prepared by any Amtrak professional) for such work and obtaining the Director's prior written approval thereof, which approval may be withheld, granted or conditioned in the Director's discretion. Amtrak covenants that it will cause all alterations, additions and improvements to the Premises to be completed at Amtrak's sole cost and expense in a manner that (a) is consistent with the City approved plans and specifications and any reasonable conditions imposed by the City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for City's benefit; (d) does not affect the structural integrity of the Premises or the Station or any of the Station's systems, including the Station's LEED certification; and (e) complies with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Amtrak shall secure all governmental permits and approvals that are applicable to Amtrak with regard to any work. Amtrak shall complete all design and alterations in compliance with all applicable building codes and with the Americans with Disabilities Act (ADA). Amtrak expressly acknowledges that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that such instances, the ADA requirements shall control. All alterations, additions and improvements (expressly including all light fixtures; heating and ventilation units; floor, window and wall coverings; and electrical wiring), except Amtrak's moveable trade fixtures and appliances and equipment not affixed to the Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of City at the expiration or termination of this Lease without any obligation on its part to pay for any of the same. At Director's request, Amtrak shall execute a deed or bill of sale in favor of City with respect to such alterations and/or improvements. Within ninety (90) days after the completion of any alteration, addition or improvement to the Premises, Amtrak shall deliver to the Director a full set of "as-built" plans of the Premises showing the details of all alterations, additions and improvements made to the Premises by Amtrak.

16. Assignment or Sublease.

Amtrak shall not sublet, assign, or encumber the whole or any part of the Premises without the prior written consent of the Director, whose consent shall be given or withheld in the Director's sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without the Directors prior written consent, at the Director's option, shall be void. No assignment or sublease shall release Amtrak from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the Director.

17. Surrender of Premises.

17.1 Surrender. At the expiration or sooner termination of the Lease Term, Amtrak shall return the Premises to the City in the same condition in which received on the Commencement Date or, if altered, then the Premises shall be returned in such altered condition

unless otherwise specified by the City at the time of approval of the alteration, excepting reasonable wear and tear, casualty, and condemnation damages not resulting from or contributed to by negligence of Amtrak. Prior to such return, Amtrak shall remove all of its equipment, moveable trade fixtures, and appliances that are not attached to the Premises, and shall repair any damage resulting from the removal. In no event shall Amtrak remove floor coverings; heating or ventilating equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by City in writing at the time when City's approval of the installation is issued. Based on the City's representation that the baggage equipment and carousel were purchased using FTA funds, Amtrak agrees not remove the baggage equipment and carousel without the express approval of the FTA .

17.2 Abandoned Property. After the expiration or earlier termination of the Term, the City shall give Amtrak notice specifying any moveable personal property of Amtrak ("Personal Property") that remains on the Premises and requiring removal of the Personal Property. If Amtrak does not remove the Personal Property within fifteen (15) days after the date of City's notice, the Personal Property will be deemed abandoned by Amtrak and title to such personal property shall vest in the City. The City may retain or dispose of the Personal Property in its discretion. Amtrak waives all claims against the City for any damage to City resulting from City's retention or disposition of any Personal Property not removed by Amtrak as required under this Section 17. If the City sells the Personal Property, the City shall first apply the proceeds to any unpaid Rent due, then to the City's reasonable costs for storing, removing and disposing of the Personal Property, and thereafter shall refund the balance, if any, to Amtrak.

18. Damage and Destruction.

If the Station or any part thereof is damaged or destroyed by fire or other casualty, and if the damage is repairable within twenty-four (24) months from the date of the occurrence and if sufficient insurance proceeds or self-insurance coverages are available to pay the full cost of the repairs, the City shall repair the Station with due diligence; otherwise the City may elect not to rebuild and to terminate this Lease upon sixty (60) days written notice to Amtrak. Rent, including O and M Expenses and Reserve Fund Payments, shall be abated in the proportion that the unusable portion of the Premises bears to the whole thereof, for the period from the date of the casualty to the completion of the repairs. If the damage or casualty renders the Premises and Common Areas unusable for Amtrak's permitted use and the damage cannot reasonably be repaired within twenty-four months, Amtrak may elect to terminate this Lease upon sixty (60) days written notice to City. In the event of damage by casualty, Amtrak shall, at its sole cost and expense, repair all damage to its own personal property. Except in the event of City's negligence, intentional misconduct or breach of this Lease, City shall not be liable to Amtrak for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Station.

19. Eminent Domain.

19.1. Taking. If all of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date title or possession is taken to the Premises by the condemning authority, and all Rent shall be paid to that date. The term "Eminent Domain" shall include the taking or

damaging of property by, through or under any governmental or statutory authority other than that of the City, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If any part, but not the whole, of the Premises are taken by Eminent Domain, this Lease shall terminate as to the portion taken as of the date title or possession of the Premises is granted to the condemning authority. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of Amtrak, the Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after the City gives Amtrak written notice of the taking, and such termination shall be effective as of the date when Amtrak is required to vacate the portion of the Premises so taken. If this Lease is so terminated, all Rent shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Lease is not terminated, City, at its expense, shall proceed with all reasonable dispatch to restore, the remainder of the Premises to the condition they were in immediately prior to such taking, and Amtrak, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premises to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Rent payable hereunder shall be reduced from the date Amtrak is required to partially vacate the Premises in the same proportion that the rentable area taken bears to the total rentable area of the Premises prior to taking.

19.2. Award. Except as otherwise provided below, City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Amtrak waives all claim whatsoever against City for damages for termination of its leasehold interest in the Premises or for interference with its business. Amtrak hereby grants and assigns to City any right Amtrak may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as City, from time to time, may request. Amtrak, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Amtrak on account of any loss incurred by Amtrak in moving Amtrak's relocation costs, merchandise, furniture, trade fixtures and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

20. Default by Amtrak.

20.1. Definition. Amtrak shall be in "Default" in any of the following circumstances:

a. if Amtrak fails to pay any monetary amount due under this Lease to the City within thirty (30) days of the date when due;

b. if Amtrak fails to cure any violation or breach of any of its obligations, other than monetary obligations, under this Lease within thirty (30) days of written notice from the City specifying the provision of the Lease with which Amtrak has failed to comply;

c. if Amtrak files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Amtrak's assets or if Amtrak makes an assignment for the benefit of creditors, or if Amtrak is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; or

d. if Amtrak vacates or abandons the Premises and fails to reoccupy the Premises within thirty (30) days of written demand by the City.

20.2. Amtrak Performance After City Notice. If Amtrak disputes any notice of default provided by City, then within thirty (30) days of the notice Amtrak shall provide written objection detailing the reasons it disputes the notice. If the City disagrees with the basis for Amtrak's objection, the dispute shall be subject to Section 22. Otherwise, if the nature of Amtrak's obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then Amtrak shall not be in Default if it commences performance within thirty (30) days after notice from the City as required under Section 20.1(b) and thereafter diligently prosecutes the same to completion.

20.3. City Remedies. If Amtrak is in Default, then City shall have the following nonexclusive rights and remedies at its option: (i) to cure the Default on Amtrak's behalf and at Amtrak's sole expense and to charge Amtrak for all actual and reasonable costs and expenses incurred by City in effecting such cure as an Additional Charge; or (ii) to terminate this Lease and pursue the additional remedies provided for herein.

20.4. City's Non-exclusive Remedies upon Termination due to Default of Amtrak. If the City terminates this Lease due to the Default of Amtrak, Amtrak shall also be liable to City for any other amount (excluding punitive damages) permitted at law to compensate City for Amtrak's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, any liability or requirement to reimburse funding sources, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

20.5. City's Remedies Cumulative; Waiver. City's rights and remedies hereunder are not exclusive, but cumulative, and City's exercise of any right or remedy due to a Default or breach by Amtrak shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that City may have under this Lease or by law or in equity. Neither the acceptance of rent nor any other act or omission of City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive City of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to estop City at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

21. Default by City.

City shall be in default if City fails to perform its obligations under this Lease within thirty (30) days after its receipt of notice of nonperformance from Amtrak; provided, that if the default cannot reasonably be cured within the thirty (30) day period, City shall not be in default if City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure

to completion. However, if the City disputes any notice of default provided by Amtrak, then within thirty (30) days of the notice the City shall provide written objection detailing the reasons it disputes the notice. If Amtrak disagrees with the basis for the City's objection, the dispute shall be subject to Section 22. Upon City's default, Amtrak may pursue any remedies at law or in equity.

22. Dispute Resolution; Attorneys' Fees.

22.1. Dispute Resolution. Amtrak and the City shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level and to follow the process in this Section 22.1. If an issue cannot be resolved by negotiations between subordinate staff, the matter shall be referred to the Director and the AVP, Real Estate of Amtrak. If those officials are unable to resolve the dispute within a period of fourteen (14) days after the matter has been formally referred to them for resolution, each shall submit to the other the names of three individuals with the goal of choosing a mutually acceptable third-party mediator within seven (7) days to assist in the resolution of such dispute. The parties shall bear equally the cost of any mediator selected.

22.2. Attorneys' Fees. If either party retains the services of one or more attorney in connection with enforcing the terms of this Lease, each party agrees to bear its own attorneys' fees and costs.

23. Access by City.

In emergency situations the City and its agents shall have the right to enter the Premises at any reasonable time to examine the same and act to prevent damage to the Premises or injury to any person. If Amtrak is not personally present to permit entry in an emergency, City may enter the same by master key or may forcibly enter the same, without rendering City liable, except in the event of City's gross negligence or intentional misconduct. Upon reasonable advance notice to Amtrak, the City may enter the Premises to show prospective lenders and to make such repairs, alterations, improvements, additions or improvements to the Premises as City is required or permitted to make under the terms of this Lease. Nothing contained herein shall be construed to impose upon City any duty of repair or other obligation not specifically stated in this Lease. City shall coordinate with the Amtrak Police Department as provided below for entry onto the Premises in non-emergency situations during non-Amtrak business hours when other Amtrak personnel are not present on the Premises.

Amtrak Police Department Contact: **1-800-331-0008**

24. Holding Over.

Unless otherwise agreed in writing by the parties hereto, any holding over by Amtrak after the expiration of the Lease Term, whether or not consented to by City, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Either party may

terminate any holdover tenancy by written notice delivered to the other party not later than twenty (20) days prior to the end of the final month.

25. Notices.

Any notice, demand or request required or permitted hereunder shall be given in writing by either party to the other party's address set forth below:

For City of Seattle: Director, Seattle Department of Transportation
Seattle Municipal Tower
700 5th Avenue, Room 3849
Seattle, WA 98104

For Amtrak: National Railroad Passenger Corporation
30th Street Station
2955 Market Street, Box 25
Philadelphia, PA 19104
ATTN: AVP Real Estate Development (or successor)

Notice may be given by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of the following: (i) actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt or (ii) on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail. If there is an attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, notice shall be deemed to have been given upon the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused.

26. Successors or Assigns.

All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon City, Amtrak, and their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

27. Authority.

Each party warrants that this Lease has been duly authorized, executed and delivered, and that it has the requisite power and authority to enter into this Lease and perform its obligations hereunder.

28. Partial Invalidity.

If any court determines that any provision of this Lease or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

29. Force Majeure.

Neither City nor Amtrak shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the foregoing shall not excuse Amtrak from the timely payment of Rent due hereunder, when due.

30. Counterparts.

The parties may execute this Lease in counterparts, which, taken together, constitute the entire Lease.

31. Headings.

The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

32. Context.

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

33. Execution by City and Amtrak.

Neither City nor Amtrak shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Lease with particulars inserted. No contractual or other rights shall exist or be created between City and Amtrak until all parties hereto have executed this Lease and the appropriate legislative authority approves it. City shall have no liability to Amtrak and shall have the right to terminate this Lease upon written notice to Amtrak if this Lease is legislatively disapproved.

34. Deed.

The City acquired title to the Station by a quitclaim deed dated February 15, 2008, and recorded at King County Recorder's Number 20080215002336 ("Deed"). The Deed includes reservations for the benefit of Amtrak under Paragraph 7. The City and Amtrak disagree on the legal effect

of the language in Paragraph 7 of the Deed, particularly with respect to Amtrak's rights to continued use and occupancy of the Station after the expiration or termination of this Lease. Amtrak's position is that pursuant to the Deed, the City's ownership is subject to Amtrak's continuing rights to use and occupy the Station irrespective of this Lease. The City's position is that Amtrak agreed to attorn to the City as landlord, and that Amtrak's right to use and occupy the Station is governed by the Consent and limited to Amtrak's rights under this Lease and under the Rail Passenger Service Act. Amtrak and the City wish to enter into this Lease notwithstanding the differing interpretations of the Deed, and in furtherance of this intention, both parties reserve all rights under the Deed as the same may be interpreted by a court of law. Nothing in this Lease is intended to act as a waiver by either party with respect to its rights under the Deed.

35. Time of Essence; Time Calculation Method.

Time is of the essence with respect to this Lease. Except as otherwise specifically provided, any reference in this Lease to the word "day" means a calendar day; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Lease to the word "month" means calendar month.

36. Continuous Operation.

Amtrak shall keep the Premises open and use them to transact business with the public daily during regular and established hours reasonable for a passenger rail service. Subject to the City's prior reasonable approval, Amtrak may, upon posting a written notice to the public of not less than one (1) week in duration prior to any approved closure, close the Premises or a portion thereof for a reasonable period for repairs or any approved remodeling. The City shall provide Amtrak with at least thirty (30) days written notice prior to commencing any capital repairs or maintenance within the Premises. If any such capital repairs or maintenance will require that Amtrak cease operations for more than 2 hours, the City shall provide Amtrak with temporary space elsewhere within the Station. If the City determines that the Station must be closed due to an emergency or to protect the safety of the general public, Amtrak shall close the Premises upon written notice from the City and Amtrak's Rent and Reserve Surcharge shall be abated for the duration of the closure.

37. Entire Lease.

This Lease, including the Exhibits attached hereto and incorporated herein by reference, including the Deed, and the Consent and Agreement entered into by Amtrak, the City, and BNSF in February 2008 set forth the entire agreement of City and Amtrak concerning the Premises. There are no other agreements or understanding, oral or written, between City and Lessee concerning the Premises. Any subsequent modification or amendment of this Lease shall be binding upon City and Lessee only if reduced to writing and signed by them. The following Exhibits are incorporated and made a part of this Lease:

Exhibit A Legal Description of Station
Exhibit B Floor Plan of Premises

Exhibit C	Allocation of Station Operations and Maintenance Expenses
Exhibit D	Janitorial Standards for King Street Station
Exhibit E	FRA/WSDOT Approved Maintenance Plan

38. Negotiated Lease.

The parties to this Lease acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Lease reviewed by their respective legal counsel, and that the terms and conditions of this Lease are not to be construed against any party on the basis of such party's draftsmanship thereof.

39. No Partnership or Joint Venture.

Nothing in this Lease shall be construed to create a partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

Next Page for Signatures

CITY OF SEATTLE

By: SEATTLE DEPARTMENT DEPARTMENT OF TRANSPORTION

By: _____
Scott Kubly

Title: Director

Date: _____

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Bruce Looloian

Title: Assistant Vice President, Real Estate Development

Date: _____

STATE OF WASHINGTON)
) ss. (Acknowledgement for City)
COUNTY OF KING)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Scott Kubly, known to me to be the Director of the Department of Transportation of THE CITY OF SEATTLE, the party that executed the foregoing instrument as City, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

[Signature]_____

[Printed Name]_____

NOTARY PUBLIC in and for the State of Washington residing at _____
My commission expires _____.

STATE OF WASHINGTON)
) ss. (Acknowledgement for Amtrak)
COUNTY OF KING)

On this _____ day of _____, 2014, before me, a Notary Public in and for the State of Pennsylvania, duly commissioned and sworn, personally appeared Bruce Loolian to me known to be the Assistant Vice President of Real Estate Development of the NATIONAL RAILROAD PASSENGER CORPORATION, the entity that executed the foregoing instrument as Amtrak; and acknowledged to me that he signed the same as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and that he was authorized to execute said instrument for said entity.

WITNESS my hand and official seal the day and year in this certificate above written.

[Signature]_____

[Printed Name]_____

NOTARY PUBLIC in and for the State of Pennsylvania residing at .
My commission expires _____.

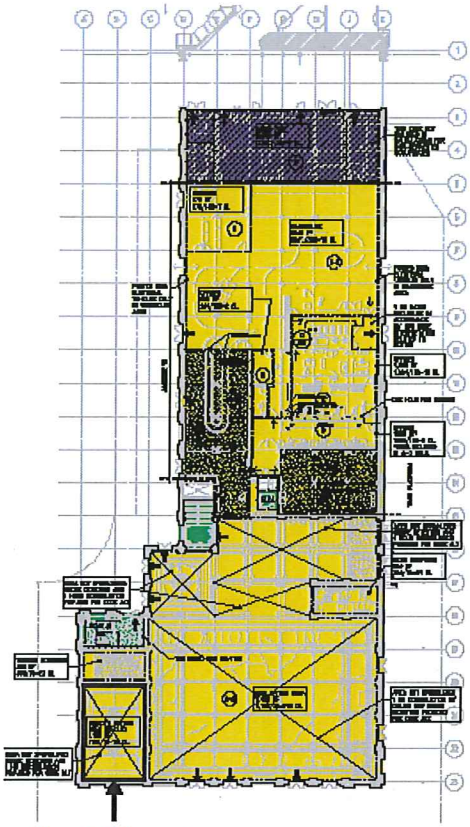
EXHIBIT A. LEGAL DESCRIPTION

A tract of land in the City of Seattle, County of King, state of Washington, lying in the SW ¼ of the NW ¼ Section 5, Township 24 North, Range 4 east, W.M., described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of Block 13, D. S. Maynard's plat, City of Seattle, according to the plat thereof recorded in Volume 1 of plats, page 23, in King County, Washington, with the centerline of vacated 3rd Avenue South; thence South 88°45'17" East, 5.00 feet; thence South 01°19'00" West, 10.00 feet; thence South 88°46'43" East, 151.09 feet; thence South 2°14'23" West, 27.0 feet to the Northeast corner of the King Street Station Building, at ground level, thence South 2°11'41" West, along the East line of said Station Building, at ground level, and its Southerly prolongation, 332 feet; thence North 87°48'19" West, 181.74 feet; thence North 1°12'28"East, 26.15 feet; thence North 88°41'00" West, 1.8 feet; thence North 1°19'00" East, 100.0 feet; thence South 88°41'00" East, 33.0 feet; thence North 01°19'00" East, 239.77 feet to the point of beginning.

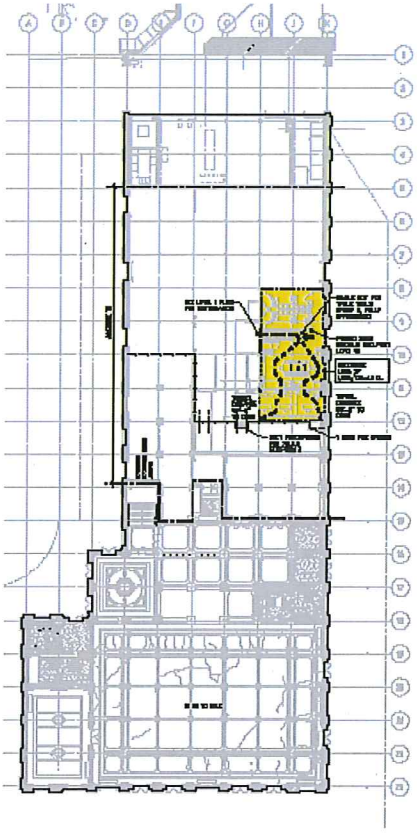
EXHIBIT B

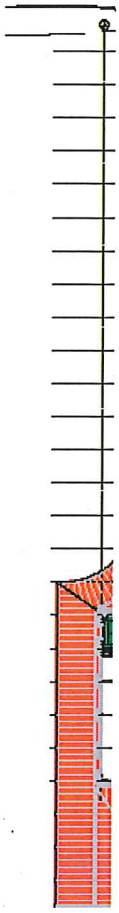
Level 1



Historic Women's Waiting Area

Level 1 Mezzanine





Amtrak Premises

Amtrak Premises Subject to Reserved Rights for Access and City Use in Section 1.4

Common Areas

Second Floor Plaza

Canopies

Attachment 1 – Amtrak Lease Agreement – September 10, 2015

Exhibit C KSS Operating Budget Estimate

Task	Vendor / Scope	Unit $ Qty	Qty	hours	Each Week	Each Month	Each Quarter	Bi-Annual	Year
Building Management	Pacific Coast NW		12			$3,000			$36,000
Administration	SDOT								$0
Cleaning	Capital Building								
Overall Building Cleaning	M-F, 11 hrs/day	$29	50		$1,450				$75,400
Overall Cleaning	Sat-Sun, 8hrs/day	$29	14		$406				$21,112
Plaza daily pick-up, sweep, wash	1 hr/day	$29	7		$203				$10,556
Exterior Glass Canopies	bi-weekly	$200	2			$400			$4,800
Upper Plaza thorough cleaning	4 times /year, 8 hrs ea.	$29	8				$232		$928
Lower Plaza thorough cleaning	3 days/week, 2 hrs/day, **Amtrak**	$29	6		$174				$9,048
Routine floor polishing	5 days/wk, 2 hrs/day **Amtrak**	$29	10		$290				$15,080
Re-seal every 2 years (interior)	TBD / estimated/**Amtrak**	ea							$5,000
Re-seal every year (exterior pavers)	TBD / estimated	ea							$4,500
Window cleaning 1st flr	quarterly, 8hrs **Amtrak**	$29	8				$232		$928
Window cleaning 2nd & 3rd flrs	bi-annual, 24 TI	$29	24					$696	$1,392
Mechanical Systems									
Pumps	Amtrak & TI, annual	$120	5	0.5					$300
Heat Exchanger	Amtrak & TI, annual	$120	1	1					$120
Storage Tank	Amtrak & TI, annual	$120	1	0.5					$60
Water to Water Heat pump	Amtrak, bi-annual	$120	1	0.5				$60	$60
Unit Ventilators									
Filter change (rate incls. materials)	**Amtrak**, quarterly	$150	6	0.5			$450		$1,800
Water air heat pump									
Filter change (rate incls. materials)	**Amtrak**, quarterly	$150	5	0.5			$375		$1,500
Filter change (rate incls. materials)	TI, quarterly	$150	2	0.5			$150		$600
Service	Amtrak & TI, Bi-annual	$120	7	1				$840	$1,680
Fans									
Service	**Amtrak**, annual	$120	4	0.5					$240
Service	Amtrak & TI, annual	$120	8	0.5					$480
Motorized Dampers & Fire smoke	Amtrak & TI, annual	$120	75	0.25					$2,250
Water heaters	Amtrak & TI, annual	$120	3	0.5					$180
Hydronic Equipement	Amtrak & TI, annual	$120	8	0.5					$480
VFD's	Amtrak & TI, annual	$120	7	0.25					$210
Water source heat pump									
Filter change (rate incls. materials)	**Amtrak**, quarterly	$150	8	0.5			$600		$2,400
Service	**Amtrak**, annual	$120	8	0.5					$480
Misc. mechanical equipment	Amtrak & TI, annual	$120	visit	8					$960
Misc. electrical equipment	Amtrak & TI, annual	$120	visit	4					$480
System recommission (incl. lighting)	KBA, $10K every 5 years								$2,000
Elevator service contract	Otis elevator	$375	12						$4,500
Fire Alarm Monitoring & Testing		$100	12						$1,200
Gutter Maintenance	Waynes Roofing							$15,100	$30,200
Light Bulbs & Lighting	**Amtrak**								$3,000
Graffitti removal	J&S / Carpentry								$3,500
Painting & carpentry	TBD								$3,000
Perimeter existing doors	Western Door - **Amtrak**								$2,000
Bird control / pests	Fish & Wildlife / private								$500
Security *	Olympic / nightly security		12			$2,200			$26,400
Landscaping	M. Walton								**$20,000**
Subtotal									**$295,324**
Major Maintenance	**Amtrak**								$12,511
	Other Tenants								$4,182.11
Total									**$312,017**

Exhibit D Janitorial Standards for King Street Station

KING STREET STATION
Janitorial Standards

The overall premise of these Janitorial Standards is to maintain the building in "as like new" condition as possible. It should be noted that frequency of cleaning could be modified and increased for a specific day if impacted by a "Special Event" that occurs at Century Link, Safeco Field, or in the surrounding neighborhoods.

Since the structure is a rehabilitated National Historic Landmark building, great care must be taken in the selection of cleaning methods, chemicals, and cleaning products used for the cleaning tasks. All cleaning materials to be used for cleaning must be first submitted to the Building Manager for review and approval. Approvals will be made once a product has been determined to meet the installed materials manufacturers recommendations.

The Building's cleaning scopes will be separated into specific building areas:

- Upper Plaza exterior
- Lower Plaza exterior
- 2nd Floor Common Area
- 1st Floor Common Area
- 1st Floor Back of House (not Amtrak leased space)

Currently there are no tenants other than Amtrak occupying the building. Once future tenants occupy the 2nd and 3rd floors the cleaning protocols will be modified to include building features in these spaces. It should be noted that any additional cleaning required by the Building Manager due to use and/or abuse in these non-leased areas and common areas other than the 1st and 2nd floors can be added to the work scope at any time and frequency as directed by the Building Manager. The Building's janitorial firm should also be aware that the building receives abuse via vandalism, graffiti, and simple wear and tear from the Amtrak passengers and their flow through the building. The janitorial firm is required to identify these areas of damage as soon as possible to the Building Manager. They will be repaired and/or cleaned by firms that specialize in this sort of repair work and will not be the responsibility of the Janitorial firm.

UPPER PLAZA EXTERIOR:

FREQUENCY: DAILY, minimum 1 hour

- Sweep brick pavers and pick up trash on Grand Stairs daily. Sweep pavers adequately to remove any surface debris. Special note: staining from vandalism or spillage to be reported to the Building Manager.
- Empty 2 Plaza trash cans.
- Check all planter boxes for debris and remove debris as necessary. Care and caution to be emphasized. Employee protection, such as heavy protective gloves, are required. Potential bio-hazardous waste may have been left in planter.
- Pick up loose debris deposited on crushed marble.

FREQUENCY: EVERY OTHER DAY, minimum 2 hours

- Rake and sweep crushed marble from brick pavers and City sidewalk
- Using provided hose and exterior hose bid, wash Grand Stairs and brick pavers.

FREQUENCY: MONTHLY, minimum 3-4 hours

- Using a ladder, climb into mechanical system air intake and remove debris/trash. Care and caution to be emphasized. Employee protection, such as heavy protective gloves, are required. Potential bio-hazardous waste may have been left in intake.
- Clean glass awnings. Awnings to be accessed from the 2nd floor windows. Adequate fall protection is required. Awnings to be cleaned using hose water and scrub brush. No chemical cleaners are to be used. Frequency may also be increased as determined by the Building Manager.

Special Events
Immediately after any special events where the Plaza was heavily used, perform all of the "Daily" and "Every Other Day" tasks listed above.

LOWER PLAZA EXTERIOR:

FREQUENCY: DAILY, minimum 1-2 hours

- Sweep brick pavers and pick up trash in Grand Stairs vestibule area. Sweep pavers adequately to remove any surface debris. Note: staining from vandalism and damage to wood benches to be reported to the Building Manager.
- Empty all plaza trash cans and ash trays
- Check all planter boxes for debris and remove debris as necessary. Care and caution to be emphasized. Employee protection, such as heavy protective gloves, are required. Plant maintenance is handled through a landscape firm.

FREQUENCY: EVERY OTHER DAY, minimum 2 hours

- Wash with hose and water brick pavers and Grand-stairs vestibule.

FREQUENCY: MONTHLY, minimum 2 hours

- Wash all exterior windows and frames using pre-approved washing methods. Squeegee windows and wipe down wood window frames using water and soft cloth. Building Manager to approve of washing method.

Special Events
Immediately after any special events where the Plaza was heavily used, perform all of the "Daily" and "Every Other Day" tasks listed above.

2nd FLOOR COMMON AREA:

FREQUENCY: DAILY, minimum 2 hours

- Sweep & mop terrazzo floors.
- Dust balcony handrail and brass railings.
- Wipe down walls using water if there is evidence of grime and dust
- Wipe down, using approved chemical, SS elevator doors and cab.

- Mop elevator terrazzo floor.
- Clean and mop Stair #1 terracotta
- Wipe clean or use approved glass cleaning product to clean Stair #1's glass panels.

Note: in lieu of mopping, use of an owner provided floor scrubber may be substituted depending on access and area size.

FREQUENCY: WEEKLY, minimum 3 hours

- Using a ladder, dust light fixtures
- Polish terrazzo floors using owner provided power polisher
- Throughout 2nd floor, wipe using a damp cloth to dust off oak window trims

FREQUENCY: MONTHLY, minimum 2 hour

- In all the public use areas (does not include future tenant improvement spaces), wash all exterior windows inside and out using pre-approved washing methods. Squeegee windows and wipe down wood window frames using water and soft cloth. Building Manager to approve of washing method.

1st FLOOR COMMON AREA (Main Waiting Room including baggage handling and ticketing):

FREQUENCY: DAILY

- Sweep & mop terrazzo floors in areas where spillage and dirt is identified.
- Dust all marble panels, Unit ventilators, benches/seats, and plaster walls.
- Frequently empty trashcans (3 times per day average).
- Clean terrazzo floors using Owner provided floor polisher. Main Waiting room to be sectioned off into 8 areas. Clean 2 alternating areas daily. Baggage Claim and Ticketing are separate areas to be polished.
- Wipe down walls using water if there is evidence of grime and dust.
- Wipe down, using approved chemical, SS elevator doors and cab.
- Clean and mop Stair #1 terracotta.
- Wipe clean or use approved glass cleaning product for Stair #1's glass panels.
- Wipe down on grills and mechanical unit covers within reach.
- Clean brass kick plates using pre-approved brass cleaning agent.
- At Men's, Women's, Family Restroom:
    - Thoroughly clean 3 times daily, mid-morning, mid-afternoon, late evening.
    - Toilets, urinals, vanities and floors should all be cleaned using a disinfectant cleaner that is approved for all fixtures.
    - Clean SS partitions using approved SS cleaning chemicals.
    - Hand dryers require minor disassembly to clean and disinfect drip tray. Perform this operation once per week.
    - Ceiling mount air fresheners needs to be re-supplied with new air freshener product once per week.
    - Multiple times per day, check all paper product dispensers. Refill as necessary.
    - Mop floors 3 times per day using an approved disinfectant cleaner made for terrazzo floors.

FREQUENCY: WEEKLY

- With a ladder, dust perimeter light fixtures
- Throughout 1st floor, using a damp cloth, dust off of oak window trims

FREQUENCY: MONTHLY In all the public use areas (does not include TI spaces), wash all exterior windows inside and out using pre-approved washing methods. Squeegee windows and wipe down wood window frames using water and soft cloth. Building Manager to approve of washing method.

Special Events
Immediately after any special events where the main waiting room was heavily used, perform all of the "Daily" frequency tasks listed above.

Exhibit E Maintenance Implementation Plan

Exhibit E

Maintenance Implementation Plan

Seattle Department of Transportation

MAINTENANCE IMPLEMENTATION PLAN

Introduction

A Maintenance Plan provides the framework of standardized procedures to ensure the maintenance obligations are met. Maintenance management affects the sustainability of the site, the quality of the building's indoor environment, and the environment beyond the building's site boundaries.

Site and Building Description

This policy is applicable to King Street Station, a part of Seattle Department of Transportation (SDOT) LEED-EB OM Certification efforts. The King Street Station, located at 301 S King Street in Seattle, WA is a multi-modal station. It is a national historic landmark completed in 1906. The first floor of the building is occupied by Amtrak, who provides passenger rail services.

Goals and Scope

To implement the maintenance implementation plan, environmentally-sensitive best management practices will be used at King Street Station, which will provide a clean, safe, and well maintained building.

This plan addresses the following maintenance elements that occur on the building and grounds:

- Maintenance equipment
- Snow and ice removal
- Cleaning of building exterior, interior, sidewalks, pavement and other hardscape
- Paints and sealants used on building exterior and interior

Responsible Parties

City of Seattle will fund the maintenance of King Street Station. City of Seattle or its assigned representative will complete the following tasks to ensure that the Maintenance Implementation Plan elements are properly executed. Copies of the documents will be kept on site or with property management firm and available for review.

- Documentation of Implementation
    - Facility Inspection Report (see Exhibit A, to be performed twice a year in winter and summer)
    - Building System Inspection List (see Exhibit B, warranties will be kept in a binder on site)
    - Landscape, Hardscape, and Janitorial (future contract)
    - Green purchasing policies and environmental goals (policy will be developed according to City of Seattle purchasing guidelines)
    - Chemicals used in Building maintenance
- All chemicals use on site are required to have the pre-approval of management.
- MSDS sheets for all chemicals used on site are to be maintained in notebooks located on-site.

Guidance for Resources and Implementation

Maintenance Equipment

Pressure washers, and other equipment used to clean and maintain hardscapes, landscaping, or the building exterior consume fossil fuels, can generate significant emissions, and often produce a great deal of noise. This plan outlines City of Seattle's or its assigned representative's intention to reduce the use of such equipment to the minimum levels necessary to maintain safety and surfaces. City of Seattle or its assigned representative intends to replace conventional equipment with lower-impact alternatives (e.g., electric-powered or low-decibel blowers), or use alternative approaches, such as hand raking of leaves, where feasible, to abate the impacts. City of Seattle or its assigned representative plans to choose equipment designed to minimize or recycle waste, such as mulching mowers. Additionally, City of Seattle or its assigned representative plans to implement the quarterly maintenance program through the following strategies:

- Use of battery powered sweeper to keep areas clean and free of debris
- No gas powered machines or leaf blowers
- Use of an electric powered pressure washer for detail cleaning

Snow and Ice Removal

For ice prevention, using an environmentally preferable and proactive approach to deicing, entails applying a small amount of deicer to hardscapes before a storm or heavy frost. Some of the chemicals that are used to melt ice, such as calcium chloride and sodium chloride, produce a chemical runoff and can be toxic to vegetation and local, aquatic ecosystems. City of Seattle or its assigned representative will use less environmentally disruptive deicing chemicals, such as magnesium chloride, potassium acetate, and potassium chloride for smaller areas (e.g., sidewalks, walkways, and entrances). City of Seattle or its assigned representative will test the deicing chemicals to determine the most appropriate products and amounts. Additionally, City of Seattle or its assigned representative plan to implement the snow and ice maintenance program through the following strategies:

- Improve mechanical removal strategies by increasing the frequency of shoveling, brushing, or plowing and increasing the amount of equipment in use.
- Use potassium chloride or magnesium chloride ice melting products instead of sodium chloride or calcium chloride.
- Ice melters should be used to break the bond between ice and the road surface so that the ice and snow and can be physically removed by shoveling or plowing. An application of a liquid anti-icing agent may be considered where it is especially important to prevent ice from forming or where the use of an ice melting chemical is not possible.
- Where occupant and visitor movement and building materials permit, closing redundant stairways, sidewalks, and roads during the winter season can reduce the area that must be cleared of snow and ice. Maintenance staff can better clear snow from necessary areas and de-icing chemicals will be used over a smaller surface area.

- Keep the weather in mind. A light, powdery snow may not require a de-icing chemical, just shoveling or sweeping. If freezing rain, wet, heavy snow, or sleet is expected, apply an ice melter before precipitation begins to maximize its effectiveness.

Building Interior, Exterior, Sidewalks, Pavement, and Other Hardscape

City of Seattle or its assigned representative reduces the cleaning frequency of exterior sidewalks and other hardscape surfaces to the minimum necessary to maintain building and site appearance and safety. City of Seattle or its assigned representative makes efficient use of water and cleaning products to ensure that chemicals do not run into the sewer system. City of Seattle or its assigned representative uses biodegradable and low-impact cleaning products whenever possible. Any cleaning products used should meet the requirements stated in the Green Cleaning Policy. Additionally, City of Seattle or its assigned representative plan to implement the maintenance implementation plan program through the following strategies:

- Building exterior, sidewalk, pavement, and other hardscape:
    - Use an electric or hand-powered sweeper to keep areas clean and free of debris
    - Prohibit the use of gas powered machines or leaf blowers
    - Weekly sweeping of sidewalks and paved pedestrian areas to reduce the tracking of dirt into buildings.
    - Use an electric powered pressure washer for quarterly detail cleaning of the loading dock, sidewalks, and courtyard
- Roof Maintenance: Conduct regular inspections to reduce the likelihood of building damage or major roof repair and associated environmental impacts of the roof. Exhibit A will be used to assist the Quarterly inspections efforts, and records of inspections will be kept with the onsite. The inspection should include, but not be limited to:
    - Debris
    - Unplanned vegetation and its removal
    - Minor damage and repair
    - Roof drains, gutters and downspouts
    - Flashings
    - Penetrations
    - courtyard
- Building Systems Maintenance: Conduct regular inspections to reduce the likelihood of system malfunction that can lead to major repairs. Regular inspection and adjustments will also reduce energy consumption and lessen the emission of green house gases to the environment. See Exhibit B for Building System Inspection List for frequency of inspection.
- Building Interior Maintenance:
    - Weekly inspection of lighting fixtures, replace light bulb as necessary
    - Weekly Inspection of electrical and neon signage, repair as needed
    - Monthly inspection of interior surfaces for damage or stains, and repair and spot paint as needed
- Building Janitorial Service: Conduct services to keep the facility clean and to reduce health issues.

- Regular nightly services including but not limited to:
  - Empty trash and reline waste receptacles
  - Remove recycle material only if three-quarters full
  - Wipe down seating areas
  - Sweep all public non-carpeted areas
  - Vacuum all carpet main traffic and use areas, including conference rooms
  - Sanitize, mop clean and wipe down restrooms and all plumbing fixtures. Re-stock toilet paper, toilet seat covers and napkin holders. (Amtrak employees will conduct regular checks on restrooms during business hours and perform additional cleaning duties as necessary)
  - Clean lunchroom/eating areas. Wash and wipe clean tables and countertops and clean sinks.
- Regular weekly services including but not limited to:
  - Vacuum individual offices once a week
- Regular monthly services including but not limited to:
  - Dust all mini-blinds
  - Vacuum edge all carpets

Paints and Sealants on Building Interior and Exterior

City of Seattle or its assigned representative employs environmentally preferable paints and sealants for the building's exterior to protect the health of workers. There will be monthly inspection of interiors and exteriors and a list will be generated for areas that require patching and spot painting. Minor painting will be performed quarterly.

In selecting paints and sealants, City of Seattle or its assigned representative employs the following guidelines:

- Chemical Component Limitations: The VOC concentrations of the product shall not exceed those listed below as determined by U. S. Environmental Protection Agency (EPA) Reference Test Method 24 (Determination of Volatile Matter Content, Water Content, Density Volume Solids, and Weight Solids of Surface Coatings), Code of Federal Regulations Title 40, Part 60, Appendix A.
- Exterior Coatings:

Coating Type	VOC weight in grams/liter of product minus water
Non-flat	200
Flat	100

-
- Interior Coatings:

Coating Type	VOC weight in grams/liter of product minus water
Non-flat	150
Flat	50

Performance Measurement

The best management practices described in this plan will be evaluated annually for compliance and the outcome submitted to the buildings green team for review.

WSDOT will perform periodic audit checks of the maintenance plan documentation to ensure that it is being followed as described herein as well as keep the requirements listed in the Maintenance Obligations section of agreement GCA 6772 between WSDOT and the City of Seattle.

Time Period

This Plan is effective for a period of 20 years from the date of project completion and will be reviewed on an semi-annual basis.

Relevant Definitions

Chemical runoff is water that transports chemicals from the building landscape, as well as surrounding streets and parking lots, to rivers and lakes. Runoff chemicals may include gasoline, oil, antifreeze, and salts.

Hardscape consists of the inanimate elements of the building landscaping, including pavement, roadways, stone walls, concrete paths and sidewalks, and concrete, brick, or tile patios.

EXHIBIT A

FACILITY INSPECTION REPORT

Property: _____ Inspected by: _____

Date: _____ Floor(s): _____

EXTERIOR MAINTENANCE

PARKING LOT:	Excellent	Good	Fair	Poor	Comments
Abandoned vehicles	☐	☐	☐	☐	
ADA spaces	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Curbing	☐	☐	☐	☐	
Drainage	☐	☐	☐	☐	
Fencing	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Paving	☐	☐	☐	☐	
Railings	☐	☐	☐	☐	
Sidewalks	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Speed bumps	☐	☐	☐	☐	
Striping	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	

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Trash containers	☐	☐	☐	☐	
Wheel stops	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

GARAGE:	Excellent	Good	Fair	Poor	Comments
Abandoned vehicles	☐	☐	☐	☐	
ADA stalls	☐	☐	☐	☐	
Ash Urns	☐	☐	☐	☐	
Ceilings	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Columns	☐	☐	☐	☐	
Curbing	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Drainage	☐	☐	☐	☐	
Duress/Panic	☐	☐	☐	☐	
Exhaust fans	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Fencing	☐	☐	☐	☐	
Gates	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Oil spots	☐	☐	☐	☐	
Oil/Water separator	☐	☐	☐	☐	
Paving	☐	☐	☐	☐	
Railings	☐	☐	☐	☐	
Roll grills & doors	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Speed bumps	☐	☐	☐	☐	
Stairwells	☐	☐	☐	☐	
Striping	☐	☐	☐	☐	
Sumps	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash containers	☐	☐	☐	☐	
Unit heaters	☐	☐	☐	☐	
Voice exit	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
Wheel stops	☐	☐	☐	☐	

LANDSCAPING:	Excellent	Good	Fair	Poor	Comments
Bio swales/Ponds	☐	☐	☐	☐	
Debris	☐	☐	☐	☐	
Grass/Lawn	☐	☐	☐	☐	
Plantings	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sprinkler system	☐	☐	☐	☐	
Trash containers	☐	☐	☐	☐	
Trees	☐	☐	☐	☐	
Walls/Rockeries	☐	☐	☐	☐	
Drains	☐	☐	☐	☐	
	☐	☐	☐	☐	

WALKS & BOARDING PLATFORMS:	Excellent	Good	Fair	Poor	Comments
Benches	☐	☐	☐	☐	
Caulking	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Covered walks	☐	☐	☐	☐	
Drainage	☐	☐	☐	☐	
Duress/Panic	☐	☐	☐	☐	
Fencing	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Pavers	☐	☐	☐	☐	
Physical condition	☐	☐	☐	☐	
Railings	☐	☐	☐	☐	
Stairs	☐	☐	☐	☐	
Water feature	☐	☐	☐	☐	
ADA ramps	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

PATIOS: GARDEN LEVEL	Excellent	Good	Fair	Poor	Comments
Ash urns	☐	☐	☐	☐	
Furniture/benches	☐	☐	☐	☐	
Caulking	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Drainage	☐	☐	☐	☐	
Fencing	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Pavers	☐	☐	☐	☐	
Physical condition	☐	☐	☐	☐	
Pressure washing	☐	☐	☐	☐	
Railings	☐	☐	☐	☐	
Stairs	☐	☐	☐	☐	
Water feature	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

INTERIOR MAINTENANCE

LOBBIES:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Carpet & upholstery spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Entrances	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Reception Desk	☐	☐	☐	☐	
Seating Areas	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	

ELEVATORS:	Excellent	Good	Fair	Poor	Comments
Alarms	☐	☐	☐	☐	
Ceiling	☐	☐	☐	☐	
Certificates & Permits	☐	☐	☐	☐	
Door tracks	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Hand rails	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work	☐	☐	☐	☐	
Phone	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

CONFERENCE ROOMS:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Cabinets	☐	☐	☐	☐	
Carpet & upholstery spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Furniture	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Plantings	☐	☐	☐	☐	
Projection screen	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
White & cork boards	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

OFFICE AREA:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Carpet & upholstery spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Evacuation routes posted	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Fire extinguishers	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Stairs	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
Window treatment	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

CAFETERIA:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Cabinets	☐	☐	☐	☐	
Carpet spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Microwaves cleaned	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	

BUILDING CORE AND SHELL

MAIL/COPY:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Carpet spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Fire extinguishers	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	

RESTROOMS:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Cabinets	☐	☐	☐	☐	
Carpet & upholstery spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Dispensers	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Drains	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Mirrors	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Stall partitions	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Toilets & urinals	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

LOCKERROOMS:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Cabinets	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Dispensers	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Drains	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Lockers	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Mirrors	☐	☐	☐	☐	
Showers	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Stall partitions	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Toilets & urinals	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

KITCHENETTES:	Excellent	Good	Fair	Poor	Comments
Base molding	☐	☐	☐	☐	
Cabinets	☐	☐	☐	☐	
Carpet spot cleaned	☐	☐	☐	☐	
Ceiling tile	☐	☐	☐	☐	
Coverplates	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Dusting	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Floor coverings	☐	☐	☐	☐	
Glass	☐	☐	☐	☐	
Hard surfaces mopped	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Metal work polished	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Sweeping	☐	☐	☐	☐	
Trash Receptacles	☐	☐	☐	☐	
Vacuuming	☐	☐	☐	☐	
Vents & diffusers	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

ELEC/TELECOM/DATA/BATTERY ROOMS:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Clearances	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Firestops	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Panel covers	☐	☐	☐	☐	
Schedules & labels	☐	☐	☐	☐	
Temperature	☐	☐	☐	☐	
Ventilation	☐	☐	☐	☐	
Wire management	☐	☐	☐	☐	
Batteries; visual condition, leaks sulfer buildup	☐	☐	☐	☐	

CHILLER ROOM:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Equipment condition	☐	☐	☐	☐	
Equipment logs	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Eye wash	☐	☐	☐	☐	
Firestops	☐	☐	☐	☐	
Floors	☐	☐	☐	☐	
Hearing protection	☐	☐	☐	☐	
Labels & signage	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
MSDS	☐	☐	☐	☐	
Piping, insulation, & Leaks	☐	☐	☐	☐	
PPE signage	☐	☐	☐	☐	
Spill containment	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	

BOILER ROOM:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Equipment condition	☐	☐	☐	☐	
Equipment logs	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Eye wash	☐	☐	☐	☐	
Firestops	☐	☐	☐	☐	
Floors	☐	☐	☐	☐	
Hearing protection	☐	☐	☐	☐	
Labels & signage	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
MSDS	☐	☐	☐	☐	
Piping, insulation & Leaks	☐	☐	☐	☐	
PPE signage	☐	☐	☐	☐	
Spill containment	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

STORAGE ROOMS:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Chemical labels	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Floors	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
MSDS	☐	☐	☐	☐	
Piping & insulation	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Ventilation	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

MECHANICAL ROOMS:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Equipment condition	☐	☐	☐	☐	
Exit signs	☐	☐	☐	☐	
Eye wash	☐	☐	☐	☐	
Filters	☐	☐	☐	☐	
Firestops	☐	☐	☐	☐	
Floors	☐	☐	☐	☐	
Hearing protection	☐	☐	☐	☐	
Labels & signage	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
MSDS	☐	☐	☐	☐	
Piping & insulation	☐	☐	☐	☐	
PPE signage	☐	☐	☐	☐	
Spill containment	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	
Hazardous Materials Storage	☐	☐	☐	☐	

JANITORS CLOSETS:	Excellent	Good	Fair	Poor	Comments
Ceilings	☐	☐	☐	☐	
Chemical labels	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Floors	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
MSDS	☐	☐	☐	☐	
Piping & insulation	☐	☐	☐	☐	
Sinks & faucets	☐	☐	☐	☐	
Ventilation	☐	☐	☐	☐	
Walls	☐	☐	☐	☐	

BUILDING ENVELOPE:	Excellent	Good	Fair	Poor	Comments
Canopies	☐	☐	☐	☐	
Caulking	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Doors & hardware	☐	☐	☐	☐	
Entrances	☐	☐	☐	☐	
Flashing	☐	☐	☐	☐	
Lighting	☐	☐	☐	☐	
Panels/Walls	☐	☐	☐	☐	
Signage	☐	☐	☐	☐	
Spandrels	☐	☐	☐	☐	
Waterproofing	☐	☐	☐	☐	
Windows & jambs	☐	☐	☐	☐	
Downspouts	☐	☐	☐	☐	
	☐	☐	☐	☐	
	☐	☐	☐	☐	

ROOFS:	Excellent	Good	Fair	Poor	Comments
Antennas & dishes	☐	☐	☐	☐	
Blisters or cracking	☐	☐	☐	☐	
Cleanliness	☐	☐	☐	☐	
Coating	☐	☐	☐	☐	
Door & hardware	☐	☐	☐	☐	
Drains	☐	☐	☐	☐	
Equipment condition	☐	☐	☐	☐	
Flashing	☐	☐	☐	☐	
Ladders	☐	☐	☐	☐	
Membrane	☐	☐	☐	☐	
Moss & weed growth	☐	☐	☐	☐	
Parapets & curbing	☐	☐	☐	☐	
Piping & insulation	☐	☐	☐	☐	
Ponding	☐	☐	☐	☐	
Screens	☐	☐	☐	☐	
Seams	☐	☐	☐	☐	
Skylights	☐	☐	☐	☐	
Vents	☐	☐	☐	☐	
Walkways	☐	☐	☐	☐	
Gutters and downspouts	☐	☐	☐	☐	
	☐	☐	☐	☐	

GENERAL COMMENTS

SUGGESTED IMPROVEMENTS

Exhibit B

BUILDING SYSTEM INSPECTION LIST

King Street Station

Equipment	Inspection Interval	Filter Replacement Interval	Notes
Heat Pumps	Annually	Quarterly	Revaluate after building has been in operation for 1 year.
Pumps	Annually	N/A	
Hydronic Loop	Annually	N/A	
Fans	Quarterly	N/A	Revaluate after building has been in operation for 1 year.
Expansion Tanks	N/A	N/A	
Air Separators	N/A	N/A	
Electric Water Heaters	Annually	N/A	Drain tank and refill.
Frequency Drives	Quarterly	Check/replace enclosure inlet air filter every 3 months. Check/replace enclosure exhaust air filter every 6 months.	Check and clean heat sink every 6 to 12 months. Replace drive module fan every six years. Change capacitor every ten years. Replace battery in assistant control panel every ten years.
Elevator	Annually	N/A	
Fire Alarm System	Annually	N/A	
Lighting Controls	N/A	N/A	
Building Automation System	Annually		Revaluate after building has been in operation for 1 year.

STATE OF WASHINGTON -- KING COUNTY

--ss.

335264

No. 125001,02,03,04,05,06

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

03/25/16

The amount of the fee charged for the foregoing publication is the sum of $95.70 which amount has been paid in full.

Affidavit of Publication

Subscribed and sworn to before me on

03/25/2016

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle
Title Only Ordinances

The full text of the following legislation, passed by the City Council on March 7, 2016, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar.

Contact: Office of the City Clerk at (206) 684-8344.

Ord 125001

An ordinance appropriating money to pay certain audited claims and ordering the payment thereof.

Ord. 125002

AN ORDINANCE requiring periodic building energy tune ups for certain nonresidential buildings; adding a new Chapter 22.930 to the Seattle Municipal Code; and amending Ordinance 124927, which adopted the 2016 Budget, changing appropriations to various departments and budget control levels, and from various funds in the Budget; all by a 3/4 vote of the City Council.

Ord. 125003

AN ORDINANCE relating to the Pacific Place Garage and the Parking Garage Operations Fund; authorizing the loan of funds from the Fleet Services Subfund (50320), a subfund of the Finance and Administrative Services Fund, to the Parking Garage Operations Fund (46010).

Ord. 125004

AN ORDINANCE relating to the Seattle Department of Transportation; authorizing the Director of Transportation to enter into a lease agreement with the National Railroad Passenger Corporation for Amtrak's continued use and occupancy of a portion of King Street Station to provide passenger rail services.

Ord. 125005

AN ORDINANCE relating to the 2016 Budget; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016 2021 Capital Improvement Program (CIP); creating nonexempt positions; adding new projects; and revising existing projects.

Ord. 125006

AN ORDINANCE relating to grant funds from non City sources; authorizing the Director of Transportation to accept specified grants and execute related agreements for and on behalf of the City; amending Ordinance 124927, which adopted the 2016 Budget, including the 2016 2021 Capital Improvement Program (CIP); changing appropriations to the Seattle Department of Transportation; revising allocations and spending plans for certain projects in the 2016 2021 CIP; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, March 25, 2016.

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