

**STAFF REPORT**  
**SOUND TRANSIT**  
**MOTION NO. M2001-41**

**Third Supplement to Memorandum of Agreement (MOA) between Sound Transit and the  
City of Seattle**

<b>Meeting:</b>	<b>Date:</b>	<b>Type of Action:</b>	<b>Staff Contact:</b>	<b>Phone:</b>
Finance Committee	5/03/01	Discussion, Possible Action to Recommend Board Approval	Tuck Wilson, Acting Director	(206) 398-5134
Board	5/10/01	Discussion, Possible Action	Ron Lewis, Project Development Manager	(206) 689-4905

**PROPOSED ACTION**

This action authorizes the Executive Director to execute a supplement to the Memorandum of Agreement (MOA) with the City of Seattle reimbursing the City for project related expenses for the Central Link Light Rail project within City of Seattle jurisdiction ("Third Supplement"). These expenses are to be associated with public works, public safety, program management and business and community assistance services for a total estimated amount not to exceed \$1,590,792.

**KEY FEATURES**

**Highlights of Proposed Action:**

- Authorizes an agreement between the City of Seattle and Sound Transit reimbursing the City for certain Central Link Light Rail project related expenses.
- Requires Sound Transit to reimburse the City for certain project related costs and expenses associated with public works, public safety, program management and business and community assistance services as defined in the supplement to the MOA.
- Authorizes a total amount not to exceed \$1,590,792.
- Covers services for the period of May 2001 through December 2001.

**Discussion of Proposed Action:**

On April 20, 1998, the City of Seattle and Sound Transit entered into a Memorandum of Agreement for Intergovernmental Cooperation in the amount of \$2,500,000. The First Supplement to Memorandum of Agreement for Intergovernmental Cooperation ("First Supplement") covers project related services performed by the City during 1999 and 2000. Unexpended resources from the First Supplement agreement are continuing to fund project related City activities through April or May of 2001. The First Supplement includes reimbursement to various City of Seattle departments for services including design review, design development support, utility coordination, implementation coordination, mitigation

identification, analysis and developmental support in an estimated amount not to exceed \$4,919,821.

The City and Sound Transit then negotiated an agreement titled "Second Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("Second Supplement"). That agreement was approved by the City Council but was never executed by the Sound Transit Board due to the recalibration of the project during the December 2000 and January 2001 timeframe. Although this Third Supplement is similar in substantial respects to the Second Supplement, the two agreements are not identical. (The agreement is identified as the "Third Supplement" and not "Second Supplement" as acknowledgment of the action taken by the City with respect to the "Second Supplement").

### **Description of Services**

The City of Seattle is responsible for administering state and local transportation and land use laws and development regulations for the Central Link project within the City of Seattle jurisdiction. Under the proposed agreement, Sound Transit would reimburse the City for project related expenses in the following three basic areas from May through December 2001 for a total amount not to exceed \$1,590,792.

**Public works** services represent approximately 78% of the estimated budget for the agreement with a total estimated amount of \$1,239,114. Public Works services will be provided by various City departments including Seattle City Light (City Light), Seattle Public Utilities (SPU), Seattle Department of Parks and Recreation (Parks), Seattle Transportation Department (SeaTran), and the Department of Design, Construction and Land Use (DCLU). These funds are for work required to move Central Link Light Rail forward through various City of Seattle departments. Services to be performed include design review approval; design development support; utility coordination and relocation; implementation coordination; construction plan review; and permitting.

**Public safety** services represent approximately 5% of the estimated budget for the agreement with a total estimated amount of \$79,131. Under this agreement, public safety services will be provided by the City's Fire (SFD) and Police (SPD) Departments. Services to be performed by the Fire Department and Police Department include design review.

**Program management, business and community assistance** services represent approximately 17% of the estimated budget for the agreement with a total estimated amount of \$272,547. Services will be provided by the City's Strategic Planning Office (SPO) with support from the Office of Economic Development (OED). Services to be performed by these Executive offices include Citywide Program and Fiscal Management, Communications and Community Relations, Business Assistance, Design Review Services, and Station Area Planning and Management work. The City's Program Management, Business and Community Assistance efforts will be closely coordinated with Sound Transit.

**Summary of Estimated City Expenditures in 2001 (May – December)  
Pursuant to the Third Supplement**

<b>Public Works</b>	
<b>City Light</b>	\$357,000
<b>SPU</b>	\$318,568
<b>Parks</b>	\$9,500
<b>SeaTran</b>	\$393,512
<b>DCLU</b>	\$160,534
<b>Subtotal</b>	\$1,239,114
<b>Public Safety</b>	
<b>Fire</b>	\$56,631
<b>Police</b>	\$22,500
<b>Subtotal</b>	\$79,131
<b>Program Management and Business and Community Assistance</b>	
<b>Executive</b>	\$272,547
<b>Subtotal</b>	\$272,547
<b>Total</b>	\$1,590,792

**BUDGET**

The MOA with the City of Seattle, including the First Supplement, was in the amount of \$7,419,821 and by the end of May will have been fully expended. Funding for this new scope of work is included in Sound Move and in the FY 2001 adopted capital budget for Central Link. The budget for completion of these tasks is identified in the Central Link estimate at completion, as adopted on January 11, 2001 by the Sound Transit Board under third party agreements. Total third party agreements for the Central line are budgeted at \$128,000,000 and agreements with the City of Seattle are budgeted at \$38,000,000.

<b>Total Project Budget</b>	<b>Budget for this Task (A)</b>	<b>Expenditures to Date **(B)</b>	<b>Total Amount Requested (C)</b>	<b>Shortfall* or Surplus (A-[B+C])</b>
\$3,600 million	\$38,000,000	\$7,419,821	\$1,590,792	\$28,989,387
<b>*Amount of Shortfall</b>	<b>Potential Revenues</b>	<b>Funding Sources</b>		
N/A	N/A			

### **Alternatives**

An alternative is to not have an agreement between the City of Seattle and Sound Transit. Not having an agreement would require significant additional work and time invested to deal with the many scattered costs and services that are planned throughout the project for this time period. An agreement will consolidate these costs and services into one package and will reduce delays associated with required city activities and approvals.

### **Consequences of Delay**

The agreement is planned for reimbursement of services from May through December 2001. A delay in signing this agreement would push forward the starting date for the agreement, thereby reducing the time and delaying both the action on and payment for some of the items involved in the agreement.

### **Regional Partnership and Cooperation**

The City of Seattle and Sound Transit have been working closely to draft an agreement.

### **Public Involvement**

N/A

### **Legal Review**

MBL 4/19/01

## SOUND TRANSIT

### MOTION NO. M2001-41

A motion of the Board of the Central Puget Sound Regional Transit Authority, authorizing the Executive Director to execute a supplement to the Memorandum of Agreement (MOA) with the City of Seattle reimbursing the City for project related expenses for the Central Link Light Rail project within City of Seattle jurisdiction. These expenses are to be associated with public works, public safety, program management, and business and community assistance services for a total estimated amount not to exceed \$1,590,792.

#### **Background:**

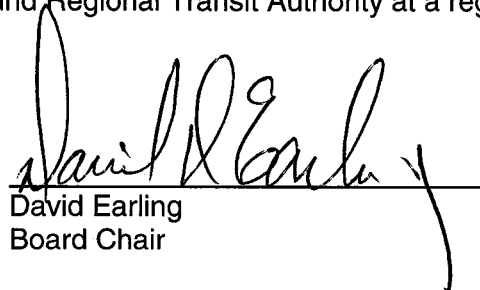
On April 20, 1998, the City of Seattle and Sound Transit entered into a Memorandum of Agreement for Intergovernmental Cooperation in the amount of \$2,500,000. The First Supplement to Memorandum of Agreement for Intergovernmental Cooperation, covers project related services performed by the City during 1999 and 2000. Unexpended resources from the agreement are continuing to fund project related City activities through April or May of 2001. The First Supplement includes reimbursement to various City of Seattle departments for services including design review, design development support, utility coordination, implementation coordination, mitigation identification, analysis and developmental support in an estimated amount not to exceed \$4,919,821.

Under the proposed agreement, Sound Transit would reimburse the City for project related expenses for identified public works, public safety program management, business and community assistance services from May 2001 through December 2001 for a total amount not to exceed \$1,590,792.

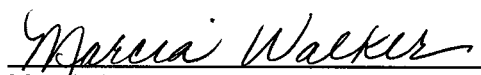
#### **Motion:**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is authorized to execute a supplement to the MOA with the City of Seattle reimbursing the City for project related expenses for the Central Link Light Rail project within City of Seattle jurisdiction. These expenses are to be associated with public works, public safety, program management and business and community assistance services for a total estimated amount not to exceed \$1,590,792.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the 10<sup>th</sup> day of May, 2001.

  
David Earling  
Board Chair

ATTEST:

  
Marcia Walker  
Board Administrator

1  
2  
3 **THIRD SUPPLEMENT TO**  
4 **MEMORANDUM OF AGREEMENT**  
5 **FOR INTERGOVERNMENTAL COOPERATION**

6 between

7 **Central Puget Sound Regional Transit Authority**  
8 **(Sound Transit)**

9 and

10 **The City of Seattle**

11 **For the Central Link Light Rail Project**  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

1 This THIRD SUPPLEMENT to that certain April 20, 1998 MEMORANDUM OF AGREEMENT FOR  
2 INTERGOVERNMENTAL COOPERATION FOR THE CENTRAL LINK LIGHT RAIL TRANSIT  
3 PROJECT ("Third Supplement") is entered into by and between the **CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY** (hereinafter referred to as "Sound Transit") and **THE CITY  
OF SEATTLE** (hereinafter referred to as "the City") as of \_\_\_\_\_, \_\_\_\_.

4  
5 **RECITALS**

- 6 A. The 2001 timeframe is a critical period for Sound Transit's Central Link Light Rail Project. Sound  
7 Transit has now received approval from the Federal Transit Administration (FTA) to perform final  
8 design. The schedule for work during 2001 includes substantial completion of the final designs for  
9 all civil facilities in Seattle (except those items contained in the design/build procurement solicitation  
10 where final design will extend into 2002 and 2003), including the stations. However, for Airport  
11 Link, final design will be limited to those items contained in the Airport Link work program as  
12 approved by the Sound Transit Board.
- 13 B. Sound Transit recognizes that the City is responsible for administering state and local transportation  
14 and land use laws and development regulations that will apply to the development, construction, and  
15 operations of the Central Link Light Rail Project. In addition, the City is responsible for review and  
16 approval of plans, utility relocation, managing the City street system, and the public health and  
17 welfare of citizens.
- 18 C. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for  
19 Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998. That  
20 Memorandum of Agreement ("April 20, 1998 MOA") sets forth the parties' common and individual  
21 objectives with respect to the development of a light rail system between Seattle and the city of Sea-  
22 Tac, and describes arrangements for intergovernmental cooperation; processes for environmental  
23 reviews; expedited processing of requests for permits, easements, and vacations of streets and right-  
24 of-way; understandings regarding the project budget and funding; the schedule for decision making,  
planning and construction; agreements regarding station area and land use planning and public  
involvement; and processes for dispute resolution; all in connection with that proposed light rail  
development. The City's review, approval and oversight of those items contained in subsection B  
above will be consistent with the parties' common and individual objectives contained in said  
Memorandum of Agreement.
- D. Pursuant to paragraph VIII C. of the April 20, 1998 MOA, the City agrees to comply with applicable  
federal funding requirements in connection with its receipt of funds from Sound Transit to perform  
certain tasks under the MOA and subsequent agreements as described in the March 27, 1998 letter  
from Sound Transit to the City.
- E. The City recognizes that Sound Transit has responsibility for acquisition of property and the Transit  
Oriented Development process that is governed by Sound Transit Board policy and state and federal  
regulations.

- 1 F. The City and Sound Transit entered into an agreement on April 30, 1998, pursuant to which the City  
2 provides Geographic Information System (“GIS”) products, services, and data to support the  
activities of Sound Transit (“the GIS MOA”), which agreement may be amended from time to time.
- 3 G. The City and Sound Transit entered into an agreement on April 20, 1998 pursuant to which the  
4 parties established the foundation of their working relationship with common objectives for  
cooperation, described station area planning activities and provided for reimbursement thereof, and  
5 set the stage for future agreements to be developed as the services needed by Sound Transit from the  
City are more clearly defined (“the April 20,1998 MOA”).
- 6 H. The City and Sound Transit entered into an agreement titled “First Supplement to Memorandum of  
7 Agreement for Intergovernmental Cooperation... for the Central Link Light Rail Transit Project”  
8 (“First Supplement”) on October 25, 1999. Services undertaken pursuant to the First Supplement  
9 will be performed through 2001. The scope of the First Supplement included design review services,  
design development support, utility coordination, implementation coordination, mitigation  
identification, and analysis and development support activities, through the Central Link Light Rail  
Project’s preliminary engineering phase.
- 10 I. The City and Sound Transit negotiated an agreement titled “Second Supplement to Memorandum of  
11 Agreement for Intergovernmental Cooperation... for the Central Link Light Rail Transit Project”  
12 (“Second Supplement”). That agreement was approved by the City Council but was never executed  
13 by the Sound Transit Board. Although this Third Supplement is similar in substantial respects to the  
Second Supplement, those two agreements are not identical. Notwithstanding the fact the Second  
Supplement was never fully executed, this agreement is identified as the “Third Supplement.”
- 14 J. As anticipated by the parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by  
15 the City to support the completion of design of the Central Link Light Rail Project. This Third  
16 Supplement, except as otherwise provided herein, shall cover services to be provided by the City in  
three major areas: Public Works; Public Safety; Program Management and Business and  
Community Assistance.
- 17 K. Public Works services will be provided by various City departments including Seattle City Light  
18 (City Light), Seattle Public Utilities (SPU), Seattle Department of Parks and Recreation (Parks),  
Seattle Transportation Department (SeaTran), and portions of the Department of Design,  
19 Construction and Land Use (DCLU). Services to be performed by these City departments include  
design review approval; design development support; utility coordination and relocation;  
implementation coordination; construction plan review; and permitting.
- 20 L. Public Safety services will be provided by the City’s Fire (SFD) and Police (SPD) Departments.  
21 Services to be performed by the Fire Department and Police Department include design review.
- 22 M. Program Management, Business and Community Assistance services will be provided by the City’s  
23 Strategic Planning Office (SPO) with support from its Office of Economic Development (OED).  
Services to be performed by these Executive offices include Citywide Program and Fiscal  
Management, Communications and Community Relations, Business Assistance, Design Review



1 Services, and Station Area Planning and Management works. The City's Program Management,  
2 Business and Community Assistance efforts will be closely coordinated with Sound Transit.

3 **Sound Transit and City Goals and Objectives:**

- 4 A. Work collaboratively on the Central Link Light Rail Project. Effectively manage the project to  
5 provide the citizens of Seattle and the region with a quality light rail system in a cost effective and  
6 timely manner.
- 7 B. Develop and apply innovative state of the art practices in the delivery of Public Works, Public  
8 Safety, Program Management and Business and Community Assistance services to facilitate the  
9 Central Link Light Rail schedule, while addressing the interests of Seattle's business and residential  
10 communities.
- 11 C. Have Sound Transit provide clear and complete design drawings and supplementary information in a  
12 timely manner that will allow the City departments an adequate review period to facilitate the City's  
13 design review to allow the Central Link Light Rail Project to proceed on schedule. Have the City  
14 provide clear and complete design reviews and confirm in writing that all departments have finished  
15 reviews to avoid additional review comments outside of the review comment period.
- 16 D. Communicate clearly, and participate in regularly scheduled interdisciplinary coordination meetings  
17 to address issues that arise that may affect the Central Link Light Rail Project scope, schedule,  
18 budget or the communities directly affected by the Light Rail Project. Where appropriate, City and  
19 Sound Transit will document key design related decisions. Identify and address issues as early as  
20 possible.
- 21 E. To the extent the City is provided a copy of the applicable Federal Transit Administration grant  
22 requirements by Sound Transit, the City shall ensure that its performance under the agreement shall  
23 be consistent with applicable Federal Transit Administration grant requirements.

24 **Status of Work in the First Supplement:**

Pursuant to the First Supplement, the City played a crucial role helping Sound Transit meet several major milestones for the Central Link Light Rail Project. These included the selection of a Locally Preferred Alternative, the timely completion of the Draft and Final Environmental Impact Statements, the issuance of a Record of Decision, completion of Preliminary Engineering, and approval of a Full Funding Grant Agreement.

In addition, the City adopted key legislation to facilitate the construction and operation of the Central Link Light Rail Project. City legislation included resolutions approving rail stations, alignment, an ordinance allowing Sound Transit construction staging areas to be permitted as "temporary" uses, an ordinance approving provisions for permitting permanent light rail facilities on private property, an ordinance allowing Sound Transit to use City right of way for light rail, an ordinance adopting the

1 Downtown Tunnel Transfer Agreement, a resolution for Station Area Planning Framework Goals and  
2 Strategies, an ordinance adopting a Station Area Interim Overlay District and two ordinances extending  
3 the interim overlay, and a resolution adopting Concept Level Recommendations and Citywide Vision for  
4 Station Areas.

5 The City has also completed design review with respect to the 60%-Complete Submittal for all Light  
6 Rail Project contracts between Royal Brougham Way and the Maintenance Base. Design review also  
7 has been completed with respect to the 60%-Complete Submittal for Light Rail Project contracts along  
8 Martin Luther King Jr. Way South to Boeing Access Road. Design review has also been completed for  
9 preliminary engineering plans for work around the South McClellan Street station area. The City has  
10 also provided support to Sound Transit during technical revision, screening and rating, to assist with the  
11 selection by Sound Transit of a preferred Design-Build contractor for the new Light Rail Project tunnel  
12 between Convention Place Station and NE 45<sup>th</sup> Street Station.

## 8 **I. SCOPE OF THIS THIRD SUPPLEMENT**

### 9 **A. Summary of Reimbursable Tasks**

10 As noted in Section III.D in the April 20, 1998 MOA, Sound Transit requested the City to  
11 conduct tasks relating to (1)GIS Services and (2)station area planning, land use planning and  
12 input to the environmental process. In addition to these activities, Section III.E lists potential  
13 future activities to be performed by the City including review of design documents at various  
14 stages of completion. This Third Supplement addresses some additional reimbursable tasks  
15 requested by Sound Transit from the City in three key areas, namely Public Works, Public Safety,  
16 Program Management and Business and Community Assistance.

### 14 **B. Time of Completion and Schedule**

15 All of the tasks included in this Third Supplement shall be completed by the end of 2001 by the  
16 City, except as otherwise indicated in this Third Supplement. The project schedule for the  
17 Central Link Light Rail Project is attached as Exhibit 1.

### 17 **C. Definition of Terms**

18 As used in this Third Supplement, the terms and abbreviations shall be defined and/or identified  
19 as follows.

- 20 1. 30%-Complete Submittal - A submittal that presents the basic concept of the Central Link  
21 Light Rail Project including advanced detail on route alignment; station locations; station  
22 functional layouts and preliminary station architectural concepts; existing utilities and  
23 proposed major utility line relocations; traffic lane configurations; structural types, sizes and  
24 locations; urban design concepts; new and proposed right-of-way limits; extent of roadway  
25 modifications; and other supporting concepts to define the intent of the Central Link Light  
26 Rail Project. The submittal will include technical memoranda documenting trade off studies  
27 undertaken in support of the proposed design.

- 1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24
2. 60%-Complete Submittal - A submittal that is sufficiently complete to illustrate the entire scope of the work under design so that all reviewers can comment on the overall scope of the Central Link Light Rail Project and to support a cost estimate with no items containing a contingency of more than 15% and no significant items with more than a 10% contingency. This submittal shall also include an updated cost estimate. (This submittal is intended to ensure that new, never before seen items of significance do not appear for the first time in the 90%-Complete Submittal.)
3. 90%-Complete Submittal - The submittal that includes drawings, special provisions, supplemental technical specifications, updated quantity estimates, and order of magnitude cost estimates that are essentially complete with only items of insignificance needing detailing or checking. All calculations shall be completed and checked in accordance with established quality control procedures. The structural calculations need not be sent to the City, but will be made available for review at Sound Transit offices. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during design review of the 60%-Complete Submittal, and other informal reviews. Unresolved comments shall be identified and addressed to the satisfaction of both parties.
4. 100%-Complete Submittal - The submittal that is sufficiently complete for City permit approval. SeaTran will provide a confirmation review to ensure that all City comments on the 90%-Complete Submittal have been incorporated into the 100%-Complete Submittal, or otherwise resolved by Sound Transit and the City, prior to permit approval.
5. Central Link Light Rail Project - Sound Transit's proposed light rail system within and between the City of Seattle and SeaTac.
6. LPA - Locally Preferred Alternative
7. TPSS – Traction Power System Substation
8. Working Day – Any calendar day that is not a Saturday, Sunday, City or Sound Transit holiday

#### **D. Assumptions**

City departments and offices used the following assumptions in estimating the effort required to provide the services requested by Sound Transit and the costs to be incurred by the City and reimbursed by Sound Transit in connection therewith and under this Third Supplement.

1. With the exception of the University to Northgate segment, the light rail alignment, station locations, and maintenance base are as reflected in the adopted LPA. These tasks and estimates may need to be revised if changes to the LPA are made.

- 1  
2 2. Unless otherwise stated, these estimates are for work to be performed and reimbursement to  
3 be paid with respect to the light rail alignment.
- 3  
4 3. Unless otherwise stated, these estimates are for work within the City's geographic limits.  
5 The City is willing to assist with additional work outside of its City limits, subject to future  
6 agreements. Sound Transit shall coordinate with Seattle Public Utilities and City Light on  
7 any activity relating to or affecting any City facility or service south of the City's southern  
8 legal boundary.
- 6  
7 4. Sound Transit or its consultants, other than the City, will develop the actual design plans,  
8 except in the case of City Light utility relocations, which will be developed by City Light.  
9 Sound Transit will provide the City with a complete submittal for the work to be done in each  
10 construction contract awarded by Sound Transit. Official City review, per Section II of this  
11 Third Supplement, begins with receipt of these complete submittals.
- 9  
10 5. Sound Transit will involve the City and seek input in the early stages of design development.  
11 Sound Transit will take the lead in coordinating regular Sound Transit/City team  
12 communication/meetings and the Transit Oriented Development process.
- 11  
12 6. The City's estimates are based on Sound Transit meeting the schedule for design and  
13 construction of the Central Link Light Rail Project and adhering to the definitions of 30%-,  
14 60%-, and 90%-Complete Submittal as outlined in Section I.C. of this Third Supplement.  
15 The City will notify Sound Transit at the earliest opportunity if City reviewers believe that  
16 the submittal is insufficient for review and will describe the deficiencies in a memo. This  
17 will serve both parties in achieving the objectives set out in the April 20, 1998 Memorandum  
18 of Agreement for cost effective designs and will help avoid re-work later on and will allow  
19 Sound Transit to understand City needs on future submittals.
- 16  
17 7. Sound Transit will give the City fifteen (15) Working Days prior notice of the expected  
18 delivery date of each submittal so that the City can prepare for the reallocation of staff to  
19 expedite the review.
- 17  
18 8. The City will form interdepartmental teams that will develop a streamlined and expedited  
19 permitting process and business relocation assistance and transit oriented development  
20 support.
- 19  
20 9. Sound Transit will manage and coordinate its consultants' requests for information from the  
21 City.
- 21  
22 10. Sound Transit shall assume responsibility for acquiring all necessary property, easements and  
23 rights of entry for relocation, design and construction activities related to the Central Link  
24 Light Rail Project.

1 11. Major issues will be identified and addressed in the early stages of design. To foster  
2 cooperation and to expedite review, issues shall be identified and resolved at the lowest  
3 practicable City and Sound Transit staff levels.

4 **E. Common Services to be Performed by Appropriate City Departments and Offices**

5 The following services will be performed by appropriate City departments and offices in support  
6 of the Central Link Light Rail Project:

- 7 1. Review and provide comments on technical reports, and environmental documents. Work  
8 with Sound Transit to identify, evaluate and select appropriate mitigation measures for  
9 inclusion in environmental documents.
- 10 2. Conduct design review of plans, achieve consensus on issues among departments and offices  
11 and provide unified, consistent comments to Sound Transit.
- 12 3. Achieve consensus on policy issues. Advise the City Council and Mayor on policy  
13 recommendations in support of formal City actions, including but not limited to an adopted  
14 resolution, to inform Sound Transit of the City's positions at major milestones.
- 15 4. Participate in interdepartmental implementation teams.
- 16 5. When possible, integrate Sound Transit construction plans and schedules with plans and  
17 schedules of other City capital and maintenance projects to minimize the conflicts during  
18 construction and to reduce impacts of the City's long term maintenance projects on Sound  
19 Transit operations.
- 20 6. Provide Sound Transit access to public City records and plans. Copying expenses at the  
21 City's standard fees may be included as part of the City's consolidated invoice to Sound  
22 Transit.
- 23 7. Work with Sound Transit to provide accessible, accurate, and timely information and to  
24 maximize public involvement in Sound Transit and City decision making related to the  
Central Link Light Rail Project.

**F. Services to be Performed by Individual City Departments and Offices**

In addition to the activities identified in Subsection I.E., the scope of activities and services to be performed by individual City departments and offices are grouped into the three categories of "Public Works", "Public Safety", "Program Management, and Business and Community Assistance" as described below:

1 **PUBLIC WORKS**

2 Under this Third Supplement, the City will directly provide Sound Transit with design review, expedited  
3 permitting and utility relocation.

4 Public Works services will be provided by City departments including Seattle City Light, Seattle Public  
5 Utilities, Parks, SeaTran, and portions of DCLU. The following is a description of the scope of work, the  
6 expected results and measurements, and budget estimate for each of these Public Works departments.

7 **Seattle City Light (City Light)**

8 **1. Scope of Work**

- 9 a) Manage, plan, and design electrical transmission and distribution system relocations from  
10 Northgate to South 160<sup>th</sup> Street in the City of SeaTac along the Sound Transit light rail  
11 alignment. The south limit for work in the year 2001 will be at the Boeing Access Road.  
Perform complete civil engineering design for structural poles and electrical undergrounding  
vaults for the E-3 Busway
- 12 b) Plan and preliminary design of temporary and permanent electric service connections for Sound  
13 Transit TPSS and tunnel boring equipment.
- 14 c) Sound Transit and City Light will each identify a central point of contact (within 30 Calendar  
15 Days after full execution of this Third Supplement) for funneling between their respective  
16 organizations, information pertaining to both temporary and permanent electric service planning  
17 and design. Service planning work is limited in this agreement.
- 18 d) Design and construct supporting improvements to distribution feeders and substations as needed.  
It is critical that City Light provide excellent project management and close coordination with all  
19 internal City Light functions, all impacted regional and local utilities, various City departments  
20 and offices and Sound Transit to efficiently and safely design and construct necessary  
21 improvements.

22 **Assumptions:**

- 23 a) Scope of Work assumes Overhead to Overhead utility relocation for Martin Luther King Jr. Way  
24 South.
- b) Right of Way activities, including acquisition rights of entry negotiation for utility related work  
are funded and performed by Sound Transit, in coordination with the City for those utilities  
impacted by the Central Link Light Rail Project.

- 1 c) Sound Transit will perform all survey, drafting, base mapping, and civil contract preparation  
2 unless specifically agreed otherwise. Drafting for City Light performed electrical designs and  
3 construction activities will be done by City Light.
- 4 d) Sound Transit shall develop plans for the protection of City Light facilities deemed by City Light  
5 to be critical, including the 115kV transmission line in Capitol Hill, from impacts related to the  
6 Central Link Light Rail Project.
- 7 e) City Light design and construction schedules are based on Sound Transit progress. However,  
8 City Light, with sufficient notice, may also work in advance of Sound Transit to level  
9 engineering and crew efforts and resources to avoid potential workload constraints. Overtime  
10 may be necessary to meet schedules or clearances.
- 11 f) City Light and Sound Transit shall notify each other in a timely manner about any potential  
12 change in the scope of work or schedule that may have an impact on the others work.
- 13 g) A City Light and Sound Transit working group will identify betterments to City Light facilities.  
14 Betterments shall be paid for by City Light and shall be presented as separate bid items in the  
15 construction documents at the 90%-Complete Submittal stage of design. City Light will prepare  
16 input to such separate bid items and coordinate the same with Sound Transit. City Light will also  
17 prepare input to revisions to the standard specification for items of work that City Light designs;  
18 or input for deleting and inserting City Light's own standards in order to achieve a compatible set  
19 of bid documents in accordance with the methodology developed by Sound Transit. City Light  
20 will also provide input to Sound Transit on division one specifications to integrate the work into  
21 a common set of bid documents.

22 **Overall Project Tasks:**

- 23 a) Perform Project Management through a single point of contact. Manage and coordinate design  
24 schedules among City Light's three service centers, power stations, and systems planning office.
- b) Provide technical input and review of any and all activities related to City Light infrastructure  
and system/services.
- c) Provide Service Representative liaison with City Light customers primarily to schedule and  
negotiate outages. (Required for 6<sup>th</sup> Ave. overhead pole relocation for S. Forest St. among other  
locations)
- d) Supervise City Light staff and attend coordinating meetings.
- e) Oversee material procurement, accounting, and other project administration and management  
activities.

- 1 f) Oversee street use permit acquisition, and asset management and maintenance, operation, and  
ownership negotiations.
- 2 g) Provide quality control of designs and cost estimates.
- 3 h) Oversee and review construction contracts as required.
- 4 i) Represent City Light on interdepartmental and Sound Transit design/permit teams.
- 5 j) Review plans and cost estimates prepared by other agencies.
- 6

7 **Pacific Street/Capitol Hill (Nagle Place)/Pine Street 2001 Design**

- 8 a) Work with Sound Transit's system designers on preliminary design for service feeds to the  
tunnel.
- 9 b) Work with Sound Transit's system designers to provide preliminary design of temporary services  
10 for contractors.
- 11 c) Provide conceptual design for electrical relocation on Capitol Hill to accommodate possible  
12 alternative crossover track and station location.
- 13 d) Provide technical support to the Sound Transit design build team for electrical relocations and  
14 service requirements at the Capitol Hill Station assuming a location on Nagle Place. Redesign  
relocation of system at Pine St as required due to new alignment.

15 **E-3 Busway, Forest St., Maintenance Base & Beacon Hill Tunnel 2001**

- 16 a) Design
- 17 • Design from a 60%-Complete Submittal to a 90%-Complete Submittal level for electrical and  
civil relocation for Forest Street and Maintenance Base.
  - 18 • Design from a 60%-Complete Submittal to a 100%-Complete Submittal level the E-3 Busway  
electrical distribution.
  - 19 • Design from a 60%-Complete Submittal to a 100%-Complete Submittal level the E-3 Busway  
poles/foundations.
  - 20 • Design from a 30%-Complete Submittal to a 60%-Complete Submittal level the electrical  
distribution relocation due to conflict with Beacon Hill Tunnel and Forest Street Aerial Structure.
  - 21 • Design from a 60%-Complete Submittal to a 100%-Complete Submittal level the E-3 Busway  
transmission civil and electrical infrastructure.
- 22 b) Construct overhead Distribution system relocations along 6<sup>th</sup> Ave
- 23
- 24



1  
2 **Martin Luther King Jr. Way South: Beacon Hill East Portal to Boeing Access Road 2001 Design**

- 3 a) Design a 30%-Complete Submittal for electrical & pole distribution overhead to overhead  
4 permanent relocations along Martin Luther King Jr. Way South and adjacent/intersecting streets.  
5 City Light and Sound Transit will first analyze pole types and then identify preliminary pole  
6 locations based on selected pole type.
- 7 b) Electrical Services –
- 8 • Work with Sound Transit system designers on preliminary design for services for TPSS.
  - 9 • Evaluate design concepts of primary on 1 vs. 2 sides of the street considering Sound Transit/City  
10 Light/ community service crossing preferences.
  - 11 • Evaluate options for temporary service during construction and energization. Provide input based  
12 on Sound Transit’s service, Sound Transit schedule needs and construction phasing.
  - 13 • Evaluate concept of overhead primary pole relocations with preliminary underground services at  
14 and around the TPSS’ and stations.
  - 15 • Field check pole locations by City Light staff support.
  - 16 • Forward 30%-Complete Submittal hand marked plans to Sound Transit showing field verified  
17 pole locations.
  - 18 • Participate in urban design group discussion at the McClellan station. Provide input on  
19 feasibility and cost of City Light undergrounding system around the eastern portal.
  - 20 • Coordinate overhead pole relocation issues with the urban design group.
  - 21 • Update the preliminary overhead to overhead pole construction and preliminary design cost  
22 estimate.
  - 23 • Participation in initial preliminary coordination with joint pole utilities (telephone, CATV, fiber  
24 optics).

16 **Boeing Access Road to So. 154<sup>th</sup> and International Boulevard 2001**

17 City Light will not provide design support services for segments 750 or 760 in the year 2001 but will be  
18 available for consultation.

19 **2. Results and Measurements**

- 20 a) Design submittals for each segment of the Central Link Light Rail Project in coordination with  
21 Sound Transit’s schedule as stated in or pursuant to this Third Supplement.
- 22 b) Review and comments within times agreed upon between the City and Sound Transit in Section  
23 II.D of the Third Supplement.

- 1 c) Material and equipment procurement for each segment. Material and equipment procurement  
that is needed for City Light infrastructure work on the Central Link Light Rail Project.
- 2 d) Relocation and installation construction for City Light distribution infrastructure, along 6<sup>th</sup> Ave.  
3 as part of the Forest St. relocations based on Job Order submittals to crews as agreed upon by  
Sound Transit.

4 **3. Budget Estimate**

		<b>May – Dec. 2001</b>
	<b>Seattle City Light Total</b>	<b>\$357,000</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

1 **Seattle Public Utilities (SPU)**

2 **1. Scope of Work**

3 Seattle Public Utilities will assist in overall project management and design coordination; provide  
4 plan reviews for utility infrastructure including water, sewer and drainage systems; and assist Sound  
5 Transit and its consultants in all phases of utility design.

6 **Water Operations and Design**

7 **Assumptions:**

- 8 a) Sound Transit and SPU will develop a strategy to resolve electrical grounding issues resulting from  
9 the Central Link Light Rail Project related to water rearrangements with respect to grounding to City  
10 water facilities.
- 11 b) SPU will have no responsibility for protection or relocation of private or other public water systems  
12 impacted by the Central Link Light Rail Project. SPU will make every effort to help Sound Transit  
13 identify all private and other public water systems and to provide comments on Sound Transit plans  
14 when such lines are not indicated to the best of SPU's knowledge. No estimate for SPU labor is  
15 included for moving SPU staff, equipment, or materials and altering business functions to  
16 accommodate Sound Transit's need to utilize space at the Water Operations Control Center.
- 17 c) No estimate for SPU costs and consultant costs is included for adoption of the Nagle PL Station  
18 option and the resulting Lincoln Reservoir design, coordination, and/or redesign.
- 19 d) Sound Transit will perform all survey, drafting, base mapping, and contract preparation unless  
20 specifically agreed otherwise.
- 21 e) SPU agrees to provide additional services as required. All additional services and costs will be  
22 negotiated and require written authorization from Sound Transit.

23 **Tasks and Activities:**

24 SPU will perform research, plan reviews, preparation of service lists, customer notification and relations,  
internal coordination, and pipeline condition inspections for design.

**Drainage and Wastewater Operations and Design**

**Assumptions:**

- a) Sound Transit will provide complete base mapping (including research of public information  
sources) and geotechnical information.
- b) SPU will complete the Norfolk Drainage Basin Study that will be utilized by Sound Transit when  
preparing drainage plans for the Central Link Light Rail Project in the vicinity of the study.

- 1 c) This estimate excludes review of Central Link Light Rail Project elements that may be off the  
2 light rail main line route, such as a drainage project in the Norfolk drainage basin or  
3 improvements in the station areas outside of the public right of way.
- 4 d) Sound Transit will provide to the City for its review a complete settlement monitoring program.
- 5 e) Sound Transit will coordinate design team contacts with City staff to minimize repetition.

6 **Tasks and Activities:**

- 7 a) Review plans submitted by Sound Transit for impacts on City owned sewers and stormwater  
8 systems.
- 9 b) Review hydraulic calculations and drainage reports submitted with the 60%-Complete Submittal.  
10 SPU recognizes that the drainage reports form the basis for the remainder of the final design and  
11 review and comment on this is critical to Sound Transit for efficient design to follow.
- 12 c) Check plan impacts on service drains and service sewers owned by customers, including wall  
13 drainage when the wall is owned and maintained by SeaTran.
- 14 d) Check the interface with other civil design disciplines.
- 15 e) Review grading within City right-of-way.
- 16 f) Meet with Sound Transit and consultants and respond to requests for information.
- 17 g) Provide design standards to Sound Transit.
- 18 h) Perform field checks.
- 19 i) Review settlement monitoring plans.
- 20 j) Review construction erosion and sediment control plans and the plans for disposal of  
21 construction wastewater.
- 22 k) Provide coordination of Drainage and Wastewater operations, and request special inspections  
23 when SPU deems such actions to be appropriate.
- 24 l) Approve design changes and coordinate reviews with SPU Drainage and Wastewater Operations  
staff.
- m) Assist Sound Transit to identify and evaluate strategies for compliance with storm drainage  
codes.

- 1 n) Assist Sound Transit with the staging of utilities and requirements for such staging considering  
2 utilities that must remain in service during construction to the maximum extent practical. As part  
3 of the review comments for the 60%-Complete Submittal, SPU will identify those utilities that  
4 must remain in service and to what extent others can be taken out of service and for how long in  
5 order for Sound Transit to properly present the requirements to the contractors prior to bid.

#### 4 **Materials Laboratory Services**

5 SPU Materials Laboratory shall provide construction materials and geotechnical engineering oversight in the  
6 City's right-of-way during design and construction.

##### 6 **Assumptions:**

- 7 a) SPU will provide materials oversight and review for Central Link Light Rail Project elements  
8 located in the City's right-of-way.
- 9 b) Sound Transit will be responsible for reviewing all materials submittals prior to sending copies  
10 to the SPU Materials Lab.
- 11 c) Materials Lab will provide technical support and review of materials submittals, specifications  
12 and plans as needed.

##### 12 **Tasks and Activities:**

- 13 a) Geotechnical report review.
- 14 b) Materials Lab consultations and meetings with Sound Transit and consultants.
- 15 c) Geotechnical consultation and meetings with Sound Transit and consultants.
- 16 d) Materials Lab consultations and meetings with SPU/SeaTran design.
- 17 e) Geotechnical consultations and meetings with SPU/SeaTran design.
- 18 f) Research City records and record pertinent information.
- 19 g) Review Central Link Light Rail Project materials specification and plans.
- 20 h) Review geotechnical specification and plans.
- 21 i) Review materials testing, verification and assurance results.
- 22 j) Review and verify fabrication inspection process.
- 23 k) Review Quality Control & Quality Assurance process.

- l) Field and site visits as required.
- m) Provide technical input and review of City's materials standards.

**Real Estate Services**

**Tasks and Activities:**

- a) Review of design plans for descriptions, identification, and property impacts to SPU Control Center and metering and water quality lab.
- b) Meetings, negotiations and review to assist in identification of construction and permanent operational impacts to SPU facilities.
- c) General coordination with Sound Transit on SPU Real Property issues.
- d) Coordinate with Sound Transit all property matters including easements and rights of entry relating to site and geotechnical investigations for impacted SPU properties at the Lincoln Reservoir (Nagle Place) sites, and for all other SPU infrastructure easements required at the Maintenance Base site and E-3 busway.
- e) Legislation preparing and processing for SPU activities.

**2. Results and Measurements**

- a) Utility design disciplines for water, sewer and drainage systems will provide design reviews and comments consistent with City design standards within the agreed upon time frames for City owned and operated facilities.
- b) Water, sewer and drainage pipe systems will be inspected, as necessary, for condition before construction.

**3. Budget Estimate**

		<b>May – Dec. 2001</b>
	<b>Seattle Public Utilities</b>	\$318,568

1 **Parks and Recreation**

2 **1. Scope of Work**

3 **Assumptions:**

- 4 a) No construction activities in 2001, design review and permitting only.
- 5 b) Parks will complete review of up to 90%-Complete Submittal level plans for McClellan Station  
6 with a lesser level of design completion (in 2001) for the Cheasty Boulevard (S. Winthrop St.)  
7 segment immediately south of the station, pending completion of the neighborhood and upper  
8 boulevard planning process underway during 2001.
- 9 c) Parks will complete review of up to 90%-Complete Submittal level plans for stations indirectly  
10 affecting parks and recreation in the MLK corridor south of downtown, specifically the  
11 Edmunds, Othello and Henderson Station areas.
- 12 d) Other coordination work in the segments north of downtown to help Sound Transit prepare to  
13 evaluate proposed new alternatives.

14 **Tasks and Activities:**

- 15 a) Complete review of plans and designs for McClellan Station, the portal(s) and tunnel affecting  
16 Parks property on Beacon Hill.
- 17 b) Initiate fact-finding and negotiations leading up to property agreements for the portals,  
18 subterranean easement, and possible use of the Cheasty Boulevard S. Winthrop St. Right of Way  
19 for support structure(s).
- 20 c) Coordination with the neighborhood planning process for Pro Parks Levy-funded improvements  
21 on upper Cheasty Boulevard, including transitional connections to assure compatibility of that  
22 part of the boulevard with the boulevard improvement design along South Winthrop St., south of  
23 McClellan Station.
- 24 d) Work with Sound Transit staff as necessary in evaluation of changes in design, and additional  
environmental evaluation, for segments north of downtown Lincoln Reservoir Park/Bobby  
Morris Playfield at Capitol Hill Station, possible new portal at northwest end of Capitol Hill,  
high level bridge crossing over South and North Passage Park properties, Ravenna Boulevard  
crossing.
- e) Occasional coordination work with Sound Transit staff as they complete their environmental  
process for Nagle Place/Capitol Hill Station alternatives; reconcile with Parks' initial design  
work to implement the Pro Parks levy project on the surface of the Lincoln Reservoir Park lid.

- f) Initiate work on agreements for Sound Transit subterranean easements under Bobby Morris Playfield – appraisals, etc.
- g) Coordination meetings with Sound Transit and other City departments.
- h) Attend public meetings.

**2. Results and Measurements**

Products will be preliminary stages of work and negotiations eventually leading to property agreements and permits to utilize parklands where necessary, formal written comments on documents reviewed.

- a) Advice to Sound Transit re: parklands implications of rail alignments and station design concepts, and comments on mitigation design alternatives affecting properties where the Department of Parks and Recreation has an interest, e.g., University Heights Center site restoration consistent with subsequent park uses of the site, Ravenna Blvd. crossing, Rainbow Point view protection, and activities related to barging of tunnel spoils in Portage Bay that may affect nearby parklands, e.g., North or South Passage Point Parks, Montlake or West Montlake Parks.
- b) Integration of design of McClellan Station (especially its south entrance and the necessary vehicular connections to the station site and retail properties to the east) with Parks and Recreation Department’s implementation of improvements to Cheasty Boulevard right of way immediately south of the station.
- c) Work leading to eventual issuance of Park use permits after working with Sound Transit to assure Sound Transit meets legal requirements for Sound Transit to utilize surface or subterranean parklands property, and to assure appropriate restoration of any disturbed sites.
- d) Consistency and clarity in communication of City and departmental policies/guidelines re: Sound Transit’s completion of facilities affecting Seattle parklands, and assistance to Sound Transit in evaluating public comments related to parklands.

**3. Budget Estimate**

	<b>May – Dec. 2001</b>
<b>Parks and Recreation</b>	\$9,500



1 **Seattle Transportation Department (SeaTran)**

2 **1. Scope of Work**

3 **Assumptions:**

- 4 a) Final design work will continue on contracts C500, S700, C810, S730, and S740.
- 5 b) There will be no work on contracts north of the downtown transit tunnel except as it may pertain  
6 to tasks associated with the draft 6-month work program as described in the January 2001 Central  
7 Link Board Briefing Book.
- 8 c) SeaTran is responsible for geotechnical and structural review and inspection work that would  
9 normally fall under the purview of DCLU unless stated otherwise in the inter-departmental  
10 agreement between SeaTran and DCLU.
- 11 d) SeaTran is responsible for Citywide coordination of Sound Transit design and construction work.
- 12 e) Design services for projects identified in the downtown tunnel transfer agreement to support  
13 buses coming out of the tunnel in 2004, or later are not included in this estimate.
- 14 f) Design and construction services for projects that Sound Transit is responsible to complete, but  
15 that the City may take the lead on, are not included in this estimate. These projects include: (1)  
16 the NE 43<sup>rd</sup> St. connection to University Way NE; (2) the S. Edmunds St. connection to  
17 Columbia City; (3) the S. Henderson connection to Rainier Beach; and (4) the Chief Sealth Trail  
18 “parallel bike route” in the Rainier Valley.

19 **Tasks and Activities:**

- 20 a) Support design development to help ensure Sound Transit prepares contract packages that are  
21 consistent with City standards, including urban design standards being developed by the Light  
22 Rail Review Panel, and to help facilitate design review and permitting.
- 23 b) Coordinate Citywide design review of all contract packages. This activity includes coordinating  
24 pre-submittal reviews, receiving and disseminating contract packages to City reviewers, collating  
and tracking all City review comments, identifying and resolving conflicting comments,  
preparing and delivering one non-conflicting set of comments to Sound Transit, tracking all City  
comments and Sound Transit responses over time, and facilitating reviews to meet Sound Transit  
schedule requirements.
- c) Provide project management and coordination for SeaTran and the City via SeaTran’s project  
manager and the City’s Implementation Project Manager whose office is in SeaTran.

- d) Review 60%- and 90%-Complete Submittals for consistency with City design standards, LRRP design guidelines and SeaTran design objectives. This work includes review of system elements within the public right-of-way that are within SeaTran’s purview as well as geotechnical/structural elements outside the public right-of-way that are normally within DCLU’s purview.
- e) Review the 100%-Complete Submittals to ensure that review comments regarding the 90%-Complete Submittals have been incorporated, or otherwise resolved by Sound Transit and the City, and that the plans are permit ready. Resolve discrepancies that may still exist. Write and issue construction permits after documents are determined to be permit ready.
- f) Support the Light Rail Project’s 6-month work plan as necessary; design development, design review, environmental review, community outreach, etc.

**2. Results and Measurements**

- a) Deliver consolidated and consistent design review comments on all Sound Transit design submittals. Effective coordination for the City’s plan review efforts, with reviews meeting turnaround times agreed to by Sound Transit and the City in Section II.D of this Agreement, and City comments reflecting consistency among reviewers.
- b) Effective Citywide project management on behalf of the City for public safety and public works services including: early identification and resolution of issues to be addressed by the City and Sound Transit, coordination with Sound Transit of a master schedule for all City permits required for the Central Link Light Rail Project, and coordination of implementation agreements between the City and Sound Transit concerning utility funding, construction management and inspection, and the maintenance and operations interface between City facilities and Sound Transit Light Rail facilities.

**3. Budget Estimate**

	<b>May – Dec. 2001</b>
<b>SeaTran</b>	\$393,512

1 **Department of Design, Construction and Land Use:**

2 **1. Scope of Work**

3 The Department of Design, Construction and Land Use (DCLU), is the lead City agency for land use,  
4 electrical and noise-related permits. DCLU will also review Sound Transit construction plans at the  
5 30%-, 60%-, and 90%-Complete Submittal stages.

6 **Assumptions:**

- 7 a) DCLU will review Sound Transit construction plans for compliance with current City codes  
8 included but not limited to; the Uniform Building and Mechanical Codes, ADA requirements,  
9 site drainage, grading, environmental, critical areas, and energy codes officially adopted via  
10 ordinance by the City, and will advise SeaTran on structural and geotechnical issues as needed.  
11 SeaTran will issue the actual construction permits for Sound Transit according to the April 2000  
12 Memorandum of Agreement between DCLU and SeaTran. This avoids requiring separate  
13 permits for work inside and out of the right-of-way.
- 14 b) Payment by Sound Transit under this Third Supplement, in lieu of paying value-based  
15 construction permit fees for DCLU construction permit review work, will not exceed the hourly  
16 rate set in the DCLU Fee Ordinance.
- 17 c) Sound Transit will pay fees for other types of permits according to the DCLU Fee Ordinance,  
18 including but not limited to the following. The fees for these permits are not a part of the  
19 funding described in this Agreement:
- 20 • Building permits for connections from stations to existing buildings, commercial tenants  
21 within the stations, and shoring of adjacent existing buildings
  - 22 • Electrical permits
  - 23 • Land use permits
  - 24 • Noise-related permits

17 **Tasks and Activities:**

18 The following tasks describe the scope of services for DCLU in May – Dec. 2001:

- 19 a) **Light Rail Review Panel (LRRP)**—Conduct plan review of all sets of construction documents  
20 at the 30%-, 60%-, and 90%-Complete Submittal stages. This plan review is described in the  
21 Seattle Light Rail Review Handbook, ensure compliance with Seattle Design Guidelines for Link  
22 Light Rail; staff LRRP review of design; and assist in resolving urban design issues. Provide  
23 consolidated comments and design review on behalf of three City commissions: Design,  
24 Planning, and Arts.
- b) **Permit Coordination**—Participate in joint City/Sound Transit committees to coordinate  
construction efforts, including Fire Life Safety Committee, Utilities and Construction

1 Committee, Permit Management Work Group, and Light Rail Design Committee. Participate in  
2 City Implementation Team.

- 3 c) **Land Use Permit Expediting**—Expedite Sound Transit permits by holding extensive pre-  
4 application meetings and reviewing plans before applications are made.
- 5 d) **Construction Plan Review**—Review construction contract documents at the 30%-, 60%- and  
6 90%-Complete Submittal levels, for compliance with all applicable current City codes included  
7 but not limited to; the Uniform Building and Mechanical Codes, ADA requirements, site  
8 drainage, grading, environmental, critical areas, and energy codes, and will advise SeaTran on  
9 structural and geotechnical issues as needed. SeaTran will issue the actual construction permits  
10 for Sound Transit according to the April 2000 Memorandum of Agreement between DCLU and  
11 SeaTran.

## 8 **2. Results and Measurements**

- 9 a) **LRRP**--Turnaround time of all plan sets within time agreed by City and Sound Transit in Section  
10 II.D of this Third Supplement; Central Link Light Rail Project meets City design guidelines;  
11 urban design issues are resolved in an effective and timely manner.
- 12 b) **Permit Coordination**--Construction drawings meet City requirements when submitted; surprises  
13 are minimized; public outreach is coordinated; late design changes are avoided; design and  
14 construction issues are resolved in an effective and timely manner.
- 15 c) **Land Use Permit Expediting**—Sound Transit Master Use Permit applications are complete  
16 when submitted; issues are resolved at an early stage, generally before permit application;  
17 reviews are completed expeditiously.
- 18 d) **Construction Plan Review**--Approved Central Link Light Rail Project meets City standards;  
19 reviews are completed within times agreed on between City and Sound Transit in Section II.D of  
20 this Agreement.

## 18 **3. Budget Estimate**

		<b>May – Dec. 2001</b>
	<b>DCLU</b>	\$160,534

1 **PUBLIC SAFETY**

2 Public Safety services will be provided by the City’s Fire Department and Police Department. The  
3 following is a description of the scope of work, the expected results and measurements, and budget  
4 estimate for each of these Public Safety departments.

5 **Seattle Fire Department**

6 **1. Scope of Work**

7 The scope of work during the period defined for this agreement is expected to be strictly design  
8 development and plan reviews as follows:

- 9 a) Review architectural and civil plans at 30%-, 60%-, and 90%-Complete Submittal stages for  
10 compliance with Seattle Fire Code and related Building Code requirements; determine fire  
11 protection and life safety system requirements for various construction and occupancy conditions.
- 12 b) Perform technical reviews of the shop drawings for fire protection systems for conformance with  
13 nationally recognized standards, equipment listings, and sound engineering principles.
- 14 c) Review specialty reports for impacts on fire safety and suppression.
- 15 d) Conduct research for the development of codes, ordinances, inspection programs, and training  
16 programs related to the fire protection and life-safety for fixed guideway mass transit systems.
- 17 e) Participate on the Fire-Life Safety Committee.
- 18 f) Assist with establishing water pressure and hydraulic information, including conducting hydrant  
19 flow tests, if needed.
- 20 g) Respond to Sound Transit requests for information, clarification and resolution of design related  
21 issues and provide written concurrence when requested and, in the opinion of the Fire Chief, such  
22 concurrence is appropriate, in order to avoid any misunderstandings between the parties.
- 23 h) Bring Fire Department inspectors into the design process and assist with minimizing differences  
24 of understanding among various Fire Department sections.
- 25 i) Provide Fire Code review at design milestones to ensure that completed Central Link Light Rail  
26 Project final design documents are acceptable to SFD.

27 **2. Results and Measurements**

- 28 a) Design criteria for approved Central Link Light Rail Projects meet City standards.

- 1 b) Plan reviews are completed within times agreed on between City and Sound Transit in Section II.D of  
2 this Agreement.  
3 c) Technical code and design issues are resolved in a timely and efficient manner.  
4 d) Summaries of research into other transit properties and/or criteria of classes, conferences, or seminars  
are provided with monthly progress reports, when applicable.

5 **3. Budget Estimate**

		<b>May – Dec. 2001</b>
	<b>Seattle Fire Department</b>	\$56,631

1 **Seattle Police Department (SPD)**

2 **1. Scope of Work**

- 3 a) SPD shall participate on the Fire Life/Safety Committee.
- 4 b) SPD shall review and coordinate the traffic control plan produced by Sound Transit Central Link  
5 Light Rail Project to assure compliance with City codes and ordinances.
- 6 c) SPD shall review architectural plans (street level, tunnel, and station area) for impact upon  
7 vehicular and pedestrian traffic flow, especially in reference to the rapid deployment of Police  
8 emergency response and Fire rescue resources.
- 9 d) SPD shall meet regularly with representatives of Sound Transit's security to discuss planning and  
10 coordination in preparation for Sound Transit's law enforcement needs in support of Central Link  
11 Light Rail Project construction as well as future operational security issues.

12 **2. Results and Measurements**

- 13 a) Written consensus on design submittals.

14 **3. Budget Estimate**

		<b>May – Dec. 2001</b>
	<b>Seattle Police Department</b>	\$22,500

1 **PROGRAM MANAGEMENT, AND BUSINESS AND COMMUNITY**  
2 **ASSISTANCE**

3 Sound Transit and the City share goals of expanding ridership, minimizing and mitigating business and  
4 residential impacts, and proactive community involvement. The City recognizes that Sound Transit has  
5 a core mission to build the light rail system and wishes have the City provide certain services that  
6 support these goals.

7 **Executive Department**

8 Program Management, Business and Community Assistance services will be provided by the Strategic  
9 Planning Office and the Office of Economic Development (hereafter collectively referred to as “the  
10 Executive”). The Executive’s services will cover the entire alignment within the City limits and will prioritize  
11 the University Link, as it is the first segment to be constructed. The following is a scope of work, the expected  
12 results and measurements, and budget estimates for each of these Program Management and Business and  
13 Community Assistance activities.

14 **1. Scope of Work**

- 15 a) **City/Sound Transit Program Management:** The Executive will manage the full extent of all  
16 City efforts conducted under various City-Sound Transit Agreements; manage the City’s Sound  
17 Transit-related workplan; manage all invoicing and financial information; provide transportation  
18 analysis and policy support for Sound Transit Board members and the City’s elected officials;  
19 and provide strategic support to Sound Transit communication activities and strategy. The City’s  
20 General Fund funds a portion of this work.
- 21 b) **Business and Community Assistance:** The Executive will identify, initiate, and provide staff  
22 expertise in three task areas: business assistance, design review services, and completion tasks  
23 for station area planning and management. All these efforts will be conducted in support of  
24 Sound Transit’s Link program requirements for business assistance, maximizing Link ridership,  
and ensuring reasonable return on Sound Transit’s real property investments.

**Tasks and Services**

**City/Sound Transit Program Management**

- a) **Citywide Program Management:** Provide oversight and support for a wide range of Central  
Link Light Rail Project activities. Develop and negotiate interlocal agreements with Sound  
Transit and City service providers. Manage budget, work plan, and policy development for City  
initiatives related to Sound Transit.
- b) **City-wide Sound Transit Financial Management, Contracting, and Support Services:** Track  
all City activities related to Sound Transit activities and expenses and provide consolidated  
accounting for all City departments and offices involved in Sound Transit work. Draft necessary



1 legislation, and develop and execute consultant contracts. Provide support services to the City's  
2 Sound Transit-funded program efforts.

- 3 c) **Communications and Community Relations Strategy:** Provide strategic support services to  
4 Sound Transit's community relations and communications efforts.

#### 4 **Business and Community Assistance**

- 5 a) **Business Assistance:** Executive staff will work closely with Sound Transit real estate staff to  
6 devise effective strategies for assisting the businesses and business districts impacted by  
7 construction. In the University Link, Executive staff will provide strategic advice and direction  
8 related to construction-related business impacts in the University District, Capitol Hill and First  
9 Hill business districts. Executive staff will also assist Sound Transit real estate staff in  
10 addressing the needs of the small number of businesses in the University Link that will likely  
11 need help in relocating. In the Airport Link, Executive staff will support impacted businesses in  
12 their interactions with the Community Development Fund and its consultants.

- 13 b) **Design Review Services:** In collaboration with LRRP and SeaTran lead staff, provide  
14 coordinated design review input on Sound Transit final design submittals to maximize ridership,  
15 maximize TOD opportunities and incorporate the City Council's adopted urban design objectives  
16 from Station Area Planning. Identify and pursue Link design options in collaboration with Sound  
17 Transit throughout final design to best meet community, Sound Transit, and City's goals for  
18 Station Areas (e.g., McClellan, Nagle option).

#### 13 c) **Station Area Planning and Management**

14 The Executive will provide Sound Transit with geographically assigned, dedicated staff who are  
15 single points of contact for all City activities in Seattle Link station areas. Airport Link staff will  
16 continue only through September 2001. Staff will manage and support a wide range of City  
17 efforts and initiatives critical to Link success, including capital projects, ongoing programs and  
18 emerging concerns of diverse City and community stakeholders, private and other public  
19 investors. This work includes significant levels of ongoing communication with Sound Transit  
20 staff, and involvement with citizens' committees, public events, and a variety of written, graphic  
21 and electronic communications.

18 For Roosevelt and Northgate, provide the following services: input to Link project development  
19 environmental review and/or preliminary design. In conjunction with Sound Transit, identify  
20 TOD partners and key City actions and investments. This work involves intensive and on-going  
21 public outreach, staffing Station Area Advisory committees, and other activities.

## 21 **2. Results and Measurements**

### 22 **City/Sound Transit Program Management**

- 23 a) **Program Management:** Effective Citywide management of all Sound Transit related policy and  
24 staff work. City of Seattle representatives to the Sound Transit Board and City Council are fully

1 briefed on key Sound Transit issues and upcoming decisions. Sound Transit is provided with  
2 meaningful and timely input on its work program and associated schedule. Mayor's  
3 recommended Budget and Capital Improvement Program reflect City investments for Sound  
4 Transit success. City legislation related to Sound Transit is expedited.

- 5 b) **Citywide Sound Transit Financial Management, Contracting, and Support Services:**  
6 Timely financial and progress reporting to Sound Transit on tasks delivered and funds expended.  
7 Timely services to City departments and offices that provide Sound Transit services.
- 8 c) **Communications and Community Relations Strategy:** Strategic support will be provided to  
9 Sound Transit community relations and communications efforts. City staff will help to inform  
10 Sound Transit external affairs planning and activities.

### 11 **Business and Community Assistance**

- 12 a) **Business Assistance:** The success of the business assistance effort will be measured by the  
13 responsiveness of Executive staff to requests made by Sound Transit staff for assistance and the  
14 quality of assistance provided. For University Link, the number of businesses assisted can also  
15 be looked to as a measure of success in this effort.
- 16 b) **Design Review Services:** Link final design and property decisions support Sound Transit  
17 objectives for ridership and return on real property investments, and incorporate principles from  
18 adopted City policies and community objectives relevant to Sound Transit-controlled properties.
- 19 c) **Station Area Planning and Management:** Communications and interactions with affected  
20 communities indicate high level of awareness. Seattle City Council's budget and policy actions  
21 impacting station areas support adopted City and Sound Transit goals, strategies, and staff  
22 recommendations. The investments, actions, and activities of other City departments' and  
23 outside parties' are highly informed by information and resources made available by Executive  
24 staff. Station Area Management activities in the Airport Link segment will close out at the end  
of September.

For Roosevelt and Northgate Station Area Planning (SAP) activities, results will include high levels of community participation, products and services; a high level of decision-maker interest and community requests for Station Area Planning services. Station Area Planning activities will close out at the end of December

### 3. Budget Estimate

		<b>May – Dec. 2001</b>
	<b>Executive Department</b>	<b>\$272,547</b>

1 **II. DESIGN SUBMITTALS**

2 **A. Central Link Light Rail Project Design Consistency With City Standard Plans &**  
3 **Specifications**

- 4 1. Sound Transit shall work in close cooperation with the City during the preparation of  
5 preliminary and final plans for the Central Link Light Rail Project to ensure that, to the  
6 greatest extent possible, the objectives identified in Subsections I.F. through I.H. of the April  
7 20, 1998 MOA, and Recitals of this Third Supplement are achieved. Except as further  
8 provided in this Subsection II.A., the City's 2000 standard design plans, specifications and  
9 ordinances, shall be used for all Central Link Light Rail Project-related work that either (a) is  
10 in any City right-of-way, or (b) affects, in any way, any utility or other capital facility or asset  
11 that at the time is owned or controlled by the City or is expected to be maintained by the City.
- 12 2. The City's Designated Representative as defined in the April 20, 1998 MOA, or another  
13 official designated by the City, may permit, from time to time, a deviation from the  
14 requirements of Subsection II.A.1. hereof where (i) Sound Transit has requested such  
15 permission in writing and has provided a justification for such request and an explanation for  
16 how Sound Transit intends to address anticipated City concerns if such permission were  
17 granted, either in whole or in part, and a commitment to fund additional Central Link Light  
18 Rail Project costs as required; and (ii) the City's Designated Representative, or other official  
19 designated by the City, has consulted and reached consensus among the head(s) or designated  
20 representative(s) of each City department and office that has an interest in whether or not the  
21 City's standard plans and specifications should be applied to the portion of the Central Link  
22 Light Rail Project work that is identified in Sound Transit's request; and (iii) Sound Transit's  
23 requested deviation from standard plans and specifications is deemed by such City department  
24 and office heads or their designated representatives to be acceptable under the circumstances;  
and (iv) if necessary, the City's Designated Representative, or other official designated by the  
City, has been authorized to grant such permission. Any such permission shall be granted in  
writing by the City's Designated Representative or other official designated by the City, and  
shall not be considered as precedent setting.
3. To ensure the development of the highest quality system, and the most cost-effective  
resolution of problems, all efforts will be made to identify and resolve major design issues at  
the earliest possible stage of design development. If conflicts with City or other laws, codes  
or regulations are identified later in the process, the City is legally obligated, and reserves the  
right, notwithstanding any other provision in this Third Supplement, to require changes to  
bring the Central Link Light Rail Project into compliance with any applicable regulations.
4. Sound Transit has developed a set of Central Link Light Rail Project Standard Specifications  
to be used on each of the Sound Transit civil facilities construction contracts, except for the  
design/build tunnel contract which has its own unique specifications. Sound Transit's Central  
Link Light Rail Project Standard Specifications document has undergone City review and is  
hereby approved. Any contract specific modifications of the Central Link Light Rail Project

1 Standard Specifications shall be accomplished by the preparation of Contract Specifications.  
2 The City shall review each Contract Specification package as part of the review schedule  
3 outlined in Section II. D.

3 **B. Design Submittals**

- 4 1. To expedite design submittal review and to improve product quality, design review and  
5 coordination sessions will be held at least on a bi-weekly basis throughout the design phase  
6 between affected City departments and offices and Sound Transit. Sound Transit shall submit  
7 Central Link Light Rail Project submittals and specifications to the City's Designated  
8 Representative, or other official designated by the City, for review and comment by various,  
9 appropriate City departments and offices including those listed in Section I hereof. Sound  
10 Transit shall submit thirty-five (35) complete copies of each plan package. During 2001, the  
11 City will review plans at the 30%-, 60%-, and 90%-Complete Submittal stages, as defined by  
12 Section I.C. of this Third Supplement. Plans will be submitted in accordance with the City's  
13 CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.
- 14 2. Sound Transit shall establish and provide to the City's Designated Representative a target  
15 schedule for submittals as soon as such schedule is available, and Sound Transit shall notify  
16 the City's Designated Representative fifteen (15) Working Days prior to anticipated plan  
17 submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious  
18 review of Sound Transit documents. If Sound Transit determines that it cannot or is unlikely  
19 to meet its anticipated submittal dates, it shall deliver to the City's Designated Representative  
20 Sound Transit's revised submittal schedule as soon as possible after any delay is known or  
21 suspected.
- 22 3. The City shall establish and provide to Sound Transit's Designated Representative a target  
23 schedule for submittals of City performed designs in conformance with Sound Transit's  
24 schedule as agreed upon by both parties. The City shall notify Sound Transit's Designated  
25 Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure  
26 the Sound Transit can plan and coordinate any required interfaces of said documents into the  
27 overall contract package for construction. If the City determines that it cannot or is unlikely to  
28 meet its anticipated submittal dates, it shall deliver to Sound Transit's Designated  
29 Representative the City's revised submittal schedule as soon as possible after any delay is  
30 known or suspected.

19 **C. Immediate City Notice of Incomplete or Inadequate Design Submittals**

20 The City's Designated Representative or other official designated by the City shall notify Sound  
21 Transit immediately if any plan submittal is incomplete or provides insufficient detail for City  
22 review. The incompleteness or insufficiency of any submittal may result in additional time  
23 needed for City review(s) at a later stage of design completion and the application of resources  
24 that are not included in the City's estimates of work to be performed under this Third  
25 Supplement.

1 Sound Transit's Designated Representative or other official designated by Sound Transit shall  
2 notify the City immediately if any plan submittal is incomplete or provides insufficient detail for  
3 Sound Transit's incorporation into the contract documents. The incompleteness or insufficiency  
4 of any submittal may result in additional time and money needed for the project and is not  
5 included in the Central Link Light Rail Project budget. Sound Transit reserves the right to issue  
6 addenda to correct any insufficient plans.

7 Any notice provided pursuant to this section shall be in writing and describe the deficiency or  
8 insufficient details.

#### 9 **D. City Review Schedule**

10 The City shall have thirty-five (35) Working Days to review the 30%-, 60%-, and 90%-Complete  
11 Submittals. If more than one plan package is submitted during the same review period, the City  
12 shall have forty-five (45) Working Days to review the materials and Sound Transit shall  
13 prioritize these multiple plan packages according to importance to Sound Transit's schedule. If  
14 the City's review of any document is a critical path activity on Sound Transit's design schedule,  
15 Sound Transit may request that the City complete such review in less time than allowed above. In  
16 such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and  
17 notify the City of the need for an expedited review. The City's Designated Representative shall  
18 allocate sufficient resources to accomplish the review within a mutually agreed upon time period.  
19 The City shall return significant comments to Sound Transit for any submittal as soon as they are  
20 available, and to the greatest extent possible, will accomplish reviews in fewer working days than  
21 provided for in this Third Supplement. The City and Sound Transit intend to develop a fast track  
22 design review schedule for the tunnel contract between downtown and the University District.  
23 The 100%-Complete Submittal is for confirmation purposes prior to permit issuance; therefore  
24 one (1) set shall be required five (5) Working Days prior to permit approval.

#### 15 **E. Resolution of Inconsistencies In and Consolidation of City Responses to Design Submittals**

16 The City's Designated Representative, or other official designated by the City, shall resolve any  
17 inconsistencies among review comments by City departments and offices regarding the Central  
18 Link Light Rail Project's design submittals prior to the review comments being consolidated and  
19 transmitted to Sound Transit. After the City comments have been addressed by Sound Transit to  
20 the parties' mutual satisfaction, the City's approval of any design submittal shall be evidenced in  
21 a notice from the City's Designated Representative, or other official designated by the City, to  
22 Sound Transit's Designated Representative as well as by whatever other approval (if any, other  
23 than permit issuance or approval) is contemplated by applicable law or ordinance.

24 The City hereby recognizes the importance of resolving inconsistent review comments and that  
such inconsistencies usually cause delay, result in added staff time for Sound Transit and usually  
result in change orders being submitted by Sound Transit consultants who are performing the  
design. Sound Transit will notify the City in writing of any such inconsistencies and the City  
will resolve immediately in order to mitigate added costs to Sound Transit as a result thereof.

1 The City will take corrective action on future reviews to resolve inconsistency because of the  
2 significant additional cost this represents to Sound Transit.

### 3 **III. CENTRAL LINK LIGHT RAIL PROJECT DESIGN TO MINIMIZE** 4 **IMPACTS**

#### 5 **A. Central Link Light Rail Project Design to Minimize Impact on City Maintenance and** 6 **Operation Costs**

7 The Central Link Light Rail Project shall be designed to the greatest extent practical to minimize  
8 any increase in City maintenance and operation costs directly caused by the Central Link Light  
9 Rail Project. Prior to the issuance of construction permits, Sound Transit and the City shall  
10 develop formal agreements, in accordance with overall policy direction established by the Sound  
11 Transit Board and the City, to clearly delineate ongoing responsibility for maintenance and  
12 operation issues that are likely to be experienced by the City as a direct result of the Central Link  
13 Light Rail Project or operation of the light rail system. Such issues and costs include but are not  
14 limited to the reconstruction or realignment of any street, sidewalk, bikeway or utility facility or  
15 system; the re-timing or other modifications of existing traffic signals; and the installation of new  
16 traffic signal, signage, lane markings, street lighting, sidewalk lighting, or pathway lighting  
17 within the construction limits of the Sound Transit project.

#### 18 **B. Central Link Light Rail Project Design to Minimize Travel and Access Disruptions**

19 The Central Link Light Rail Project shall be designed to the greatest extent practical to minimize  
20 disruptions to City businesses and residents during construction. To achieve that result, Sound  
21 Transit and the City shall work cooperatively with representatives of businesses and  
22 neighborhoods affected by the Central Link Light Rail Project. The Central Link Light Rail  
23 Project, for the entire light rail route within the City, shall also be designed to ensure that:

- 24 1. The number of streets in contiguous blocks that are closed or permitted to have severely  
restricted vehicular or pedestrian traffic during the Central Link Light Rail Project's  
construction phase are minimized, either by construction being undertaken at varying times of  
day, in geographic stages, or through other means;
2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access to every  
business and residence adjacent to the Central Link Light Rail Project construction area, and  
pedestrian access to each such residence at all times and to each such business during its  
normal business hours, are preserved;
3. Vehicular access for types of vehicles other than those identified in Subsection III.B.2 to every  
residence adjacent to the Central Link Light Rail Project construction area is preserved except  
when construction requirements necessitate the complete blockage thereof; and
4. Reasonable prior notice is provided to directly affected property owners, business tenants and  
neighborhood residents of any loss or change of access to or from their respective properties,

1 tenancies and residences, indicating the expected duration of such loss or change, and  
2 alternatives that are available to those affected by such loss or change.

#### 3 **IV. REIMBURSEMENTS**

##### 4 **A. Maximum Reimbursement**

5 The total amount to be paid as reimbursement under this Third Supplement is estimated to be a  
6 maximum of \$1,590,792.

##### 7 **B. Basis for Reimbursement of City Costs**

8 Sound Transit shall reimburse the City for services delivered and work performed under the scope  
9 of work of this Third Supplement. Sound Transit and the City recognize that the cost of delivering  
10 such services and performing such work have been estimated based on information from the City  
11 and Sound Transit and that the reallocation of effort based on actual needs may be necessary should  
12 Sound Transit change planned activities. Sound Transit and the City have agreed to the amounts  
13 estimated by City departments and offices in the table set forth in Subsection IV.F hereof.

##### 14 **C. Invoicing by City**

15 The City will invoice Sound Transit on a quarterly basis based on actual expenditures. Within thirty  
16 (30) Calendar Days after Sound Transit's receipt of any complete and accurate City invoice, Sound  
17 Transit shall remit the reimbursement for the amount of valid expenditures.

##### 18 **D. Monitoring and Reporting of Progress**

19 The City is committed to work efficiently and will closely monitor the time required to complete  
20 work products consistent with the scope of work for the Central Link Light Rail Project. The City  
21 shall prepare and submit detailed monthly progress reports to Sound Transit. These monthly reports  
22 shall document tasks completed, changes in the scope of work assumed and upcoming challenges  
23 and projections of the next month's activities. These monthly reports shall be submitted within  
24 fourteen (14) Calendar Days after the end of the month for which progress is being reported. The  
City and Sound Transit will provide active, ongoing oversight to ensure that Sound Transit funds are  
expended efficiently, in a manner that adds value to the light rail project.

##### **E. Monitoring and Reporting of Costs**

The City's Designated Representative, or other designated City official, shall coordinate requests for  
reimbursements by all City departments and offices and will provide cost reports to Sound Transit  
on a quarterly basis.

1 **F. Reconciliation**

2 Both parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis.  
3 Parties will negotiate additional funding, or a reduction in services relating to the Central Link  
4 Light Rail Project to the extent that such work cannot be performed within the estimate of  
5 compensation and expense reimbursement due for the services delivered and work performed.  
6 Sound Transit will rely on information contained in the monthly progress report to identify  
7 changes in the work as reported on by the City in order to have the opportunity to take corrective  
8 action or clarify assumed work efforts.

9 An exception to this is that if plan review work performed by DCLU, for which payment on an  
10 hourly rate is in lieu of paying value-based construction permit fees, exceeds the estimated  
11 amount, Sound Transit shall be responsible for the additional costs without further negotiations.  
12 DCLU shall report on work performed for each value-based construction permit being reviewed  
13 as compared to the estimated amount so that Sound Transit can see trends in costs estimated vs.  
14 actual amounts. This shall be done on a construction contract basis.

15 At the end of the year 2001, any funds not expended pursuant to this agreement may be  
16 reallocated by Sound Transit to additional Central Link Light Rail Project activities.

17 **Summary Estimated City Expenditures in 2001 (May – December)**  
18 **Pursuant to the Third Supplement**

<b>Public Works</b>		
	<b>City Light</b>	\$357,000
	<b>SPU</b>	\$318,568
	<b>Parks</b>	\$9,500
	<b>SeaTran</b>	\$393,512
	<b>DCLU</b>	\$160,534
	<b>Subtotal</b>	\$1,239,114
<b>Public Safety</b>		
	<b>Fire</b>	\$56,631
	<b>Police</b>	\$22,500
	<b>Subtotal</b>	\$79,131
<b>Program Management and Business and Community Assistance</b>		
	<b>Executive</b>	\$272,547
	<b>Subtotal</b>	\$272,547
	<b>Total</b>	\$1,590,792



1 **V. DISPUTE RESOLUTION PROCESS**

2 The parties remain committed to resolving issues cooperatively, expeditiously, and at the lowest possible  
3 staff level. However, as provided for in the April 20, 1998 MOA, the following is the agreed upon  
4 process for dispute resolution:

4 **A. General**

5 The Designated Representatives will use their best efforts to resolve disputes and issues arising  
6 out of or related to the tasks covered by this Third Supplement. The Designated Representatives  
7 will communicate regularly to discuss the status of the tasks to be performed and to resolve any  
8 issues or disputes related to the successful performance of this Third Supplement. The  
9 Designated Representatives will cooperate in providing staff support to facilitate the performance  
10 of this Third Supplement and the resolution of any issues or disputes arising during the term of  
11 this Third Supplement.

9 **B. Notice of Problem or Dispute and Meeting of Designated Representatives**

10 Each Designated Representative will notify the other in writing of any problem or dispute that  
11 the Designated Representative believes should be resolved. The Designated Representatives  
12 shall meet within three (3) Working Days of receiving the written notice in an attempt to resolve  
13 the dispute.

12 **C. Meeting of Directors**

13 In the event the Designated Representatives cannot resolve a dispute (and that dispute is not  
14 subject to some other formal appeal process), the Sound Transit Executive Director or his/her  
15 designee and the Director of the City's Strategic Planning Office or his/her designee shall meet  
16 within seven (7) Working Days of receiving notice from a Designated Representative and engage  
17 in good faith negotiations to resolve the dispute.

15 **D. Meetings are Prerequisites to Litigation**

16 Neither Sound Transit nor the City shall have the right to seek relief under this Third Supplement  
17 in a court of law until and unless each of the procedural steps specified in Subsections V.B and  
18 V.C has been taken.

18 **E. Designated Representatives**

19 The Designated Representatives are as follows:

- |                        |                          |
|------------------------|--------------------------|
| 20 Sound Transit       | Link Light Rail Director |
| 21 The City of Seattle | Regional Transit Manager |

22 The respective Designated Representative may be changed at the discretion of either the City or  
23 Sound Transit.

1 **VI. RECOGNITION OF CITY'S POLICE POWER**

2 Sound Transit recognizes the right vested in the City pursuant to general law to exercise its police power  
3 for the protection of the health, safety, and welfare of its citizens and their properties. Nothing in this  
4 Third Supplement shall be construed as precluding the City from exercising such power in connection  
5 with Sound Transit's light rail system except as specifically provided in this Third Supplement, and then,  
6 only to the extent this Third Supplement expressly precludes such exercise.

6 **VII. PRIORITY FOR STATE OF EMERGENCY SITUATIONS**

7 The time period required for performance of services under this Third Supplement, other than due dates  
8 for payments for services rendered or work performed by the City, shall be extended to include the  
9 length of any delay caused by or resulting from the prohibition or restriction of such action by the State  
10 or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment  
11 breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control  
12 of the party obligated to perform such services; provided, that the party adversely affected by such  
13 condition shall promptly advise the other party, in writing, of the occurrence of an event of force majeure  
14 and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force  
15 majeure.

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

13 **CENTRAL PUGET SOUND**  
14 **REGIONAL TRANSIT AUTHORITY**  
15 **(SOUND TRANSIT)**

**THE CITY OF SEATTLE**

16 By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

17 \_\_\_\_\_  
Print or type name

\_\_\_\_\_   
Print or type name

18 Date: \_\_\_\_\_

Date: \_\_\_\_\_

19 Approved as to form:

Authorized by Ordinance \_\_\_\_\_

20 By: \_\_\_\_\_  
(Print or type name)

21 Sound Transit Legal Counsel

22 Attachments:

23 Exhibit 1: Schedule for the Central Link Light Rail Project