

Ordinance No. 121310

Council Bill No. 114688

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit, all by a three-fourths vote of the City Council.

CF No. \_\_\_\_\_

Date Introduced:	SEP 8 - 2003	
Date 1st Referred:	SEP 8 - 2003	To: (committee) TRANSPORTATION
Date Re - Referred:		To: (committee)
Date Re - Referred:		To: (committee)
Date of Final Passage:	10-13-03	Full Council Vote: 9-0
Date Presented to Mayor:	10-13-03	Date Approved: 10/23/03
Date Returned to City Clerk:	10/23/03	Date Published: 4 p.m. T.O. <input checked="" type="checkbox"/> F.T. _____
Date Vetted by Mayor:		Date Veto Published:
Date Passed Over Veto:		Veto Sustained:

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: \_\_\_\_\_

### Committee Action:

10/7/03 - <sup>(T.O.)</sup> move to substitute<sup>to</sup> version  
to Attachment 1 and Exhibit 2

10/11/03 - passed 9-0 yes concur  
10-13-03 Passed 9-0

This file is complete and ready for presentation to Full Council. Co

Law Department

Law Dept. Review

OMP  
Review

City Clerk  
Review

*Richard Conlin*  
Councilmember

**Committee Action:**

10/1/03 - move to ~~substitute~~<sup>to</sup> version 5b, substitute  
to ~~the~~ Attachment 1 and Exhibit 2 passed 3-0 yes  
conclus, unly, McLoe

10/1/03 - passed 3-0 yrs confrm, w/ld, Mc-Joe

10-13-03 Passed 90

**This file is complete and ready for presentation to Full Council.**

Committee: 1017163  
(Initial/Date)

*Law Department*

## Law Dept. Review

## OMP Review

**City Clerk  
Review**

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## Indexed

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ORDINANCE

121310

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit; all by a three-fourths vote of the City Council.

WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a Memorandum of Agreement for Intergovernmental Cooperation with Sound Transit regarding Light Rail Development ("MOA"); and

WHEREAS, on October 25, 1999, pursuant to Ordinance 119514, the City executed an agreement with Sound Transit entitled "First Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("First Supplement"); and

WHEREAS, in recognition of Sound Transit's request to continue City staff involvement with respect to not only the design process but also the commencement of construction activities for the Central Link Project, Ordinance 120120, passed on October 9, 2000, authorized the Director of the Strategic Planning Office to execute an agreement with Sound Transit entitled "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("Second Supplement"); and

WHEREAS, due to changes in Sound Transit's budget and schedule, Sound Transit did not execute the Second Supplement authorized by Ordinance 120120; and

WHEREAS, in response to Sound Transit's request for continued City support for the Central Link Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in connection with such work, Ordinance 120363 was passed on May 14, 2001, authorizing execution of the "Third Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project"; and

WHEREAS, in response to Sound Transit's request for continued City support for the Central Link Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in connection with such work, Ordinance 120784 was passed on April 22, 2002, authorizing execution of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and the City of Seattle for the Central Link Light Rail Transit Project" ("Fourth Supplement"); and



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1 WHEREAS, in response to Sound Transit's request for continued City support for the Central Link  
2 Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in  
3 connection with such work, Ordinance 121150 was passed on May 12, 2003, authorizing an  
4 amendment to the Fourth Supplement, extending the term and increasing the reimbursable  
5 budget for the agreement; and

6 WHEREAS, Sound Transit has requested City staff involvement to complete the design review and  
7 permitting process for the Central Link Project, and for limited ongoing program  
8 management services during construction of the Central Link Project, and has agreed to  
9 reimburse the City for its expenses incurred in connection with such work; NOW,  
10 THEREFORE,

11 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

12 Section 1. As requested by the Director of Transportation and recommended by the Mayor,  
13 the Director of Transportation or her designee is hereby authorized to execute, for and on behalf of  
14 the City of Seattle, the "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20,  
15 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of  
16 Seattle for the Central Link Light Rail Project" ("Fifth Supplement"), substantially in the form of  
17 Attachment 1, providing for Sound Transit reimbursement for City services provided in support of  
18 the light rail project.

19 Section 2. Funds received from Sound Transit pursuant to the Fifth Supplement shall be  
20 deposited in the Transportation Fund, the Light Fund, the Water Fund, the Drainage and Wastewater  
21 Fund, the Construction and Land Use Fund, the General Subfund, or the Parks Operating Fund as  
22 expenses are incurred by these funds.  
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Section 3. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriations for the following Lines of Business in the 2003 Budget of the Department of Design, Construction and Land Use are increased as follows:

Fund	Line of Business	Amount
Construction and Land Use Fund (15700)	Land Use Services (U2200)	14,653
Construction and Land Use Fund (15700)	Construction Permit Services (U2300)	55,851
Construction and Land Use Fund (15700)	Construction Inspections (U23A0)	9,122
Construction and Land Use Fund (15700)	Code Compliance (U2400)	1,051
Construction and Land Use Fund (15700)	Planning (U2900)	1,112

Section 4. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriation for the following Line of Business in the 2003 Budget of the Seattle Fire Department is increased as follows:

Fund	Line of Business	Amount
General Subfund (00100)	Prevention (F50)	49,500

Section 5. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriation for the following Line of Business in the 2003 Budget of the Seattle Police Department is increased as follows:

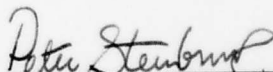
Fund	Line of Business	Amount
General Subfund (00100)	Traffic Enforcement Program (P680)	80,142

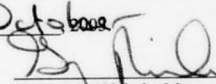
Unspent funds appropriated in this section shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths vote of all the members of the City Council the 13<sup>th</sup> day of October, 2003, and signed by me in open session in authentication of its passage this 13<sup>th</sup> day of October, 2003.

  
President \_\_\_\_\_ of the City Council

Approved by me this 23<sup>rd</sup> day of October, 2003.  
  
Gregory J. Nickels, Mayor

Filed by me this 23<sup>rd</sup> day of Oct., 2003.

  
City Clerk

(Seal)

Attachment 1: Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998)  
Between Central Puget Sound Regional Transit Authority (Sound Transit) and the  
City of Seattle for the Central Link Light Rail Project

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Seattle Department of Transportation

Gregory J. Nickels, Mayor

Grace Crunican, Director

**TRANSMITTAL**

**To:** City Clerk December 1, 2003  
**CC:** Distribution List  
**From:** Jennifer Ryan, PE *JWR*  
Asst Project Manager  
Central Link LRT Project

**RE:** Signed Legislation related to Sound Transit:

Item	Qty	Date
Fifth Supplement to MOA	1	11-20-03
City Ordinance 121310		

**Remarks:** For your records.

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FILED  
CITY OF SEATTLE  
DEC 1 11 20 03  
CITY CLERK

Trmtl signed 5th Supple Legislation 12.1.03

Key Tower, 700 5<sup>th</sup> Avenue, Suite 3900, Seattle, WA 98104-5043  
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Seattle Department of Transportation

Gregory J. Nickels, Mayor

Grace Crunican, Director

Distribution:

<u>Dept</u>	<u>Name</u>	<u>Role</u>	<u>Mail-Stop</u>
City Light	Darnell Cola	Program Mgr	KT-28-22
	James Louie	Acctg	KT-28-22
	Kim Kyung	Acctg	KT-28-22
DPD	Dick Alford	Permits Manager	KT-19-19
	Phuong Nguyen	Acctg	KT-19-19
Fire	John Nelsen	Deputy Fire Chief	TM-02-04
	Lan Olson	Acctg	FD-44-04
Parks	Terry Dunning	PM/Real Estate	PK-01-01
	Flor Abuan	Acctg	PK-01-02
Police	Geoff Getchman	Project Manager	JC-05-01
	Glenda Blecher	Acctg	JC-05-01
Transportation	Jennifer Ryan	Agreement Mgr	KT-39-00
	Rob Gorman	Project Manager	KT-39-00
	Patricia Rigali	Acctg	KT-39-00
	Khadra Abdulle	Acctg	KT-39-00
Utilities	Rich Smith	Project Manager	KT-49-00
	Solomon Alemayehu	Acctg	KT-49-00
	Will Patton	Legal, Civil	CH-04-01
Other	Ken Johnsen	Program Manager	KT-24-75

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Trmtd signed 5th Supple Legislation 12.1.03



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**ATTACHMENT 1**  
**FIFTH SUPPLEMENT TO**  
**MOA FOR INTERGOVERNMENTAL COOPERATION**  
**(APRIL 20, 1998) BETWEEN CENTRAL PUGET SOUND**  
**REGIONAL TRANSIT AUTHORITY**  
**(SOUND TRANSIT) AND THE CITY OF SEATTLE**  
**FOR THE CENTRAL LINK LIGHT RAIL PROJECT**

This Fifth Supplement ("Fifth Supplement") to that certain April 20, 1998 Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("Project") is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and The City of Seattle ("City"), referred to collectively as "Parties" or individually as "Party."

**RECITALS**

- A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the Parties' common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. The City and Sound Transit have entered into other previous agreements that are related to the Project including:
- An agreement on April 30, 1998 pursuant to which the City provided Geographic Information System ("GIS") products, services, and data to support the activities of Sound Transit ("GIS MOA").
  - The October 25, 1999 First Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("First Supplement") for design review services, design development support,



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utility coordination, implementation coordination, mitigation identification, and analysis and development support activities, through the Central Link Light Rail Project's preliminary engineering phase.

- The June 8, 2001 Third Supplement (which agreement was a replacement for the unexecuted "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project") and the April 1, 2002 Fourth Supplement to Memorandum of Agreement for Intergovernmental Cooperation for services to be provided by the City in three major areas: Public Works, Public Safety, Program Management and Business and Community Assistance.

The Parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this Fifth Supplement, including the principles of intergovernmental cooperation; processes for expedited reviews of project documents; expedited processing of requests for permits and other City approvals; and the process for dispute resolution.

- C. The City recognizes that Sound Transit has responsibility for acquisition of property and that the Transit-Oriented Development process is governed by Sound Transit Board policy and state and federal regulations.
- D. As anticipated by the Parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This Fifth Supplement, except as otherwise provided herein, shall cover services to be provided by the City in five primary areas: Program and Project Management, Design Review, Police Recruitment and Training, Permitting, and Right-of-Way Transfer Management.
- E. The September 2003 to December 2004 timeframe is a critical period for the Project. Final design on all contracts will be complete and construction of the Project will begin within this timeframe.
- F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is



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responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.

- G. The City of Seattle recognizes that the Central Link Light Rail Transit Project will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.

#### 1.0 DEFINITION OF TERMS

The terms and abbreviations used in this Fifth Supplement and its exhibits shall be defined and/or identified as follows:

- 1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.
- 1.2. "City's Standard Plans and Specifications, 2000 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.3. "Contract Specifications" means the contract-based modifications to Sound Transit's Link Standard Specifications that may be made by Sound Transit or the City through the contract review process.
- 1.4. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at Convention Place with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154<sup>th</sup> Street to be connected by shuttle bus service to Sea-Tac Airport.
- 1.5. "Link Standard Specifications" means the general specifications specifically entitled "Sound Transit Link Light Rail Project, Standard Specifications for

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Facilities Construction, December 2001" that will be used by Sound Transit in its light rail construction contracts.

- 1.6. "LPA" means Locally Preferred Alternative.
- 1.7. "Permitting Manual" means the manual developed to help Sound Transit and City staff clarify and apply the permit process, identify which permits are necessary under various circumstances, and describe what is required for permit application submittals.
- 1.8. "Project" means Sound Transit's proposed light rail system, as described in the November 5, 1996 voter-approved *Sound Move, the Ten Year Regional Transit System Plan*, and as further defined in Board Resolution R2001-16, and the associated public works elements that Sound Transit has agreed to undertake through separate written agreement with the City.
- 1.9. "*Sound Move, the Ten Year Regional Transit System Plan*" means the November 5, 1996 voter approved ten-year plan for high capacity transit in the Central Puget Sound Region.
- 1.10. "Working Day" means any calendar day that is not a Saturday, Sunday, a City or a Sound Transit observed holiday.

## 2.0 SCOPE OF THIS FIFTH SUPPLEMENT

### 2.1. Goals and Objectives.

The Parties agree to do the following throughout the Project:

- A. The Parties agree to work collaboratively on the Project.
- B. The City shall provide timely services that will enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost effective and timely manner and within the amount budgeted for this Project.
- D. The City shall develop and apply innovative state of the art practices in the delivery of services to facilitate the Project schedule, while addressing the interests of Seattle's



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business and residential communities within the limitations of Sound Transit's budget.

- E. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.
- F. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of last-minute requirements after the review comment period. Both Parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- G. Both Parties shall participate in regularly scheduled interdisciplinary coordination meetings to address issues that may affect the Project scope, schedule, budget or the community.
- H. Where appropriate, the City and Sound Transit will document key design related decisions.
- I. To the extent the City is notified of federal grant requirements, the City shall ensure that its performance under this Fifth Supplement is in conformance with the applicable grant requirements including the Federal Transit Administration grant requirements.

## **2.2. Summary of Services under this Fifth Supplement**

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as is necessary for the issuance of permits and approvals by the City as described in Exhibit 2 to this Fifth Supplement, which by this reference is incorporated herein. The City shall also provide in a timely manner its services as are described in Exhibit 2 for the coordination and integration of the public facilities.



### 2.3. Time of Completion and Schedule

The Project schedule is attached as Exhibit 1. All of the design review and other tasks identified in the Scope of Work attached as Exhibit 2 shall be completed by the end of 2004, unless otherwise agreed by both Parties.

### 2.4. Designated Representatives

The Designated Representatives for each Party are as follows:

Ahmad Fazel, Director  
Link Light Rail Project  
Sound Transit  
401 S. Jackson Street  
Seattle, Washington 98104  
Phone: (206) 398-5389

Jonathan Layzer, Sound Transit Program Manager  
Seattle Department of Transportation  
700 Fifth Avenue, Suite 3900  
Seattle WA 98104  
Phone: (206) 684-8084

Each of the Parties may change its own Designated Representative in such Party's discretion, and the Party making any such change shall give written notice of such change to the other Party.

### 2.5. Responsibilities of Sound Transit

The following services shall be performed by Sound Transit under this Fifth Supplement in support of the Project:

- A. Develop designs, plans and specifications in connection with its construction of the Project, except in the case of designs for City Light utility relocations, which shall be developed by City Light.
- B. Submit its designs, plans and specification to the City for review pursuant to the procedures outlined in this Fifth Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team

- communication/meetings, and the Transit-Oriented Development process as required.
- D. Manage and coordinate its consultants' requests for information from the City.
  - E. Assume responsibility for acquiring all necessary property, easements and rights of entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
  - F. Work with the City to provide notice to private utilities for their relocation.
  - G. Help to staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.

#### **2.6. Responsibilities of the City**

The following services shall be performed by the certain City departments and offices assigned such tasks under this Fifth Supplement in support of the Project:

- A. Organize interdepartmental implementation teams, authorize these teams to expedite review and other timely services to Sound Transit, and work within such interdepartmental review teams to achieve consensus on policy issues.
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.
- C. Provide a confirmation review through the Seattle Department of Transportation 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.
- D. Provide expedited review of Project permit applications through the Department of Design, Construction, and Land Use.
- E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.



- G. Provide program management and financial management of City resources and services.
- H. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both Parties.
- I. Provide Sound Transit with timely access to public City records and plans.
- J. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.
- K. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.
- L. Help staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.
- M. Provide plans and specifications for work to be performed by the City to Sound Transit for its review and comment.

#### **2.7. Specific Tasks to be Performed by Individual City Departments and Offices**

The tasks to be performed by individual City departments and offices and the schedule for completion of these tasks are generally described in Exhibits 1 and 2.

#### **3.0 DESIGN SUBMITTALS**

To ensure uniformity and consistency in the design and review process the Parties have agreed to the design completion levels defined below (namely, "30%-Complete Submittal," "60%-Complete Submittal," "90%-Complete Submittal," and "100% - Complete Submittal"), as well as standards and specifications specified in this section. Sound Transit shall work in close cooperation with the City during the preparation of preliminary and final plans for the Project to ensure that, to the greatest extent possible, the objectives identified in the April 20, 1998 MOA and this Fifth Supplement are achieved.





### 3.1. Level of Completion Defined.

Each level of design completion as used in this Fifth Supplement and its Exhibits shall be defined as follows.

- 3.1.1. 30%-Complete Submittal - A submittal that presents the basic concept of the Project, including advanced detail on route alignment; station locations; station functional layouts and preliminary station architectural concepts; existing utilities and proposed major utility line re-locations; traffic lane configurations; structural types, sizes and locations; urban design concepts; new and proposed right-of-way limits; extent of roadway modifications; and other supporting concepts to define the intent of the Project. The submittal will include technical memoranda documenting trade off studies undertaken in support of the proposed design.
- 3.1.2. 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 Project. 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, excepting new design generated in response to 60% comments.)
- 3.1.3. 90%-Complete Submittal - The submittal that includes drawings, special provisions, supplemental technical specifications, geotechnical data, 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 to the City for review at the City's request. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both Parties.

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3.1.4. 100%-Complete Submittal. The submittal that is sufficiently complete for the City's permit approval as confirmed by Seattle Department of Transportation in writing.

### 3.2. City's Standard Plans and Specifications.

Except as further provided in this subsection, the City's Standard Plans and Specifications, 2000 Edition, shall be used for all Project-related work that either (a) affects existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2000 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

### 3.3. Deviation from City's Standard Specifications.

3.3.1. The City's Designated Representative or another official designated by the City, may permit, from time to time, a deviation from the requirements of Subsection 3.2 whenever:

- A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
- B. The City's Designated Representative, or other official designated by the City, has consulted and reached consensus among the head(s) or designated representative(s) of each City department and office that has an interest in the matter; and
- C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2000 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and



D. If necessary, the City's Designated Representative, or other official designated by the City, has been authorized to grant such permission, which permission shall be expressed in writing by the City's Designated Representative or other official designated by the City, and shall not be used as a precedent for future actions.

3.3.2. If any conflict is discovered between Sound Transit or City work under this Fifth Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this Fifth Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulations; provided that as applied to the work to be completed under this Fifth Supplement, the City's Standard Plans and Specifications, 2000 Edition, or a deviation authorized pursuant to Section 3.3 shall control in the event of a conflict between the City's Standard Plans and Specifications, 2000 Edition, and any subsequent revision to the City Standard Plans and Specifications.

#### **3.4. Sound Transit Link Standard Specifications.**

Sound Transit has developed a set of Link Standard Specifications to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modifications of the Link Standard Specifications shall be accomplished by the preparation of Contract Specifications. The City shall review each Contract Specification package as part of the detailed schedule summarized in Exhibit 1. If the City requests modifications to the Link Standard Specifications for a particular contract under review, Sound Transit, in conjunction with the City, shall make a determination whether the proposed modification is made through Contract Specifications.

#### **3.5. Submission and Review of Design Submittals**

3.5.1. To expedite design submittal review and to improve product quality, design review and coordination sessions will be held at least on a bi-weekly

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basis throughout the design phase between affected City departments and offices and Sound Transit.

- 3.5.2. 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.

**3.6. City Review.**

The City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other official designated by the City, for review and comment by various, appropriate City departments and offices. Sound Transit shall submit thirty-five (35) complete copies of each plan package. During 2003 and 2004, the City is scheduled to review plans at the 60%-, 90%- and 100%-Complete Submittal stages, as defined by this Fifth Supplement. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.

**3.7. For Sound Transit performed work:**

- 3.7.1. Sound Transit or its consultants shall develop the actual design plans and design documents for the Project.
- 3.7.2. Sound Transit shall involve the City and seek input in the early stages of design development and throughout the design process.
- 3.7.3. Sound Transit shall establish and provide to the City's Designated Representative a target schedule for submittals as soon as such schedule is available.
- 3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious review of



Sound Transit documents. The City departments shall be notified by the Designated Representative of the anticipated plan submittal dates.

- 3.7.5. Sound Transit shall provide the City with a complete submittal for the work to be done in each construction contract awarded by Sound Transit. If Sound Transit determines that it cannot or is unlikely to meet its anticipated submittal dates, it shall deliver to the City's Designated Representative Sound Transit's revised submittal schedule as soon as possible after any delay is known or suspected.

**3.8. Immediate Notice of Incomplete or Inadequate Design Submittals**

- 3.8.1. Each Party recognizes that the incompleteness or insufficiency of any submittal may result in project delays and require additional expenditures beyond the budgeted amounts for this Project. To quickly correct incomplete submittals, the City's Designated Representative or other official designated by the City shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

**3.9. City Review Schedule**

- 3.9.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty-five (35) Working Days to review the 30%-, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period, the City shall have forty-five (45) Working Days to review the materials and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.9.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete

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such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.

- 3.9.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer working days than provided for in this Fifth Supplement.

**3.10. Resolution of Inconsistencies and Consolidation of City Responses to Design Submittals.**

- 3.10.1. The City's Designated Representative, or other official designated by the City, shall resolve any inconsistencies among review comments by City departments and offices regarding the Project's design submittals prior to the review comments being consolidated and transmitted, in writing, to Sound Transit.
- 3.10.2. The City recognizes that inconsistent review comments usually cause delay, result in added staff time for review, and may result in unnecessary change orders or additional costs to the Project. The City intends to provide consistent review comments. If inconsistent comments are discovered, the City will resolve the inconsistencies immediately upon written notice from Sound Transit. The City will promptly take corrective action to avoid any added costs to Sound Transit as a result of such inconsistencies and avoid providing similar inconsistent comments on future reviews.

**3.11. Sound Transit Response to City Review Comments and Resolution of Issues**

- 3.11.1. The City will submit formal written comments consolidated by Seattle Department of Transportation to Sound Transit for each of the 30%-, 60%-, 90%-Complete Submittals within the timeframe specified in Section 3.9.



Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. The Seattle Department of Transportation shall notify Sound Transit in writing when all outstanding design issues have been resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Plan approval is a prerequisite to issuance of the Project Construction Permit by Seattle Department of Transportation under the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975).

- 3.11.2. Sound Transit must submit a one-week advance notice prior to submitting the final 100% - Complete Submittal to Seattle Transportation. Sound Transit will submit three - 1/2 size plan sets for final approval. Seattle Department of Transportation will coordinate a final check of the submittal and will provide written concurrence if the 100% - Complete Submittal has adequately addressed the City comments within 15 Working Days of receiving the three plan sets.
- 3.11.3. When written notice of acceptance of the 100% - Complete Submittal is given to Sound Transit, Seattle Department of Transportation will invite Sound Transit to submit full-size vellums of all the Drawings for signature.
- 3.11.4. The cost associated with generating the Project Construction Permit is based on time and materials, which are reimbursed through this, and

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previous, agreements. A final processing/filing fee of \$94.00 will be invoiced for each construction contract's Project Construction Permit.

### **3.12. DCLU Review and Issuance of Permits**

The City and Sound Transit will implement a fast track permit process for DCLU construction and land use approvals. Permit applications to DCLU shall be handled pursuant to the expedited permitting process established by DCLU for handling Sound Transit permit applications.

## **4.0 PROJECT DESIGN TO MINIMIZE IMPACTS**

Certain principles shall be applied by Sound Transit to the greatest extent practicable to achieve certain goals of the City regarding maintenance and operation of the facilities constructed by Sound Transit. These principles are discussed in the following subsections.

### **4.1. Minimize City Maintenance and Operational Costs**

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



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#### **4.2. Project Design to Minimize Travel and Access Disruptions**

The Project shall be designed to the greatest extent practical to minimize disruptions to City businesses and residents during construction. To achieve that result, Sound Transit and the City shall work cooperatively with representatives of businesses and neighborhoods affected by the Project. The Project shall also be designed to ensure that:

- 4.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, either by construction being undertaken at varying times of day, in geographic stages, or through other means;
- 4.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access to every business and residence adjacent to the Project construction area, and pedestrian access to each such residence, and to each such business, during its normal business hours, are preserved at all times;
- 4.2.3. Vehicular access for types of vehicles other than those identified in Subsection 4.2.2 to every residence adjacent to the Project construction area is preserved except when construction requirements necessitate the complete blockage thereof; and
- 4.2.4. 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, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

#### **5.0 REIMBURSEMENTS**

##### **5.1. Sound Transit's Maximum Funding Obligation**

Sound Transit's maximum funding obligation under this Fifth Supplement for the reimbursable services described in Exhibit 2 shall be \$1,347,000. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in this section, unless authorization is received from its Board of Directors and upon the



execution of a new supplement or an amendment of this Fifth Supplement upon such terms and conditions as are approved by the Board. Should estimated costs at any time, for any reason, exceed the amount covered by this Fifth Supplement, the City shall notify Sound Transit without delay.

## **5.2. Budget**

Sound Transit shall reimburse the City for services delivered and work performed under the scope of work of this Fifth Supplement. The amount set forth above and in the budget provided in Exhibit 3, which is attached to this Fifth Supplement and incorporated herein by reference, reflects the Parties' best estimates of the amounts that may be required to accomplish the reimbursable tasks under this Fifth Supplement. Sound Transit and the City recognize that the cost of delivering such services and performing such work have been estimated based on assumptions stated in Exhibit 2 and information from each Party, and the Parties recognize that the reallocation of effort based on actual needs may be necessary should Sound Transit change planned activities. The City shall endeavor to manage the expenditures of departments and offices engaged in work under this Fifth Supplement so that the maximum obligation of Sound Transit is not exceeded.

## **5.3. Reimbursement of City Costs.**

### **5.3.1. Principles for Determining Eligible Reimbursable Costs.**

The following principles shall be applied to determine what costs are reimbursable by Sound Transit.

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add "essential value" to the Project.
- Tasks and the deliverable or product must be clearly described in writing.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).



- Tasks indirectly related to implementing the Link Light Rail Project may be encouraged/supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements, that the City would normally perform without charge.

#### **5.4. Reallocation of Unexpended Funds**

Funds not expended by Sound Transit during the period of this Fifth Supplement may be reallocated by Sound Transit to additional Central Link Light Rail Project activities as defined in future supplements or agreements.

#### **5.5. Approval of Excess Expenditures**

Sound Transit and the City agree to the following rules for increases in Task Budgets:

- A. The City may expend up to the estimated cost of each budgeted Task delineated in Exhibit 3.
- B. As a condition of payment of any costs in excess of the amount shown for any of the budgeted Tasks provided in Exhibit 3, written approval shall be requested by the City in a timely fashion, and approval or disapproval shall be provided by Sound Transit in writing. Written approval must be granted before the excess costs are incurred.
- C. If unforeseen circumstances cause the projected total cost to exceed the total cost of any Task, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- D. Upon receipt of notice from the City regarding unanticipated costs or cost

increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) re-adjust the scope of work, or (3) authorize the use of contingency amounts budgeted for this Fifth Supplement. Any expenditures that exceed the maximum amount authorized for this Fifth Supplement shall require further authorization by Sound Transit's Board of Directors.

#### **5.6. Invoicing by City**

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

#### **5.7. Reimbursement by Sound Transit**

Quarterly reimbursements for eligible expenditures under this Fifth Supplement shall be made upon the satisfactory completion of the work. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting requests for reimbursement to Sound Transit in accordance with the procedures in this Subsection and any other applicable regulations provided to the City's Designated Representative. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of its approval of a request for reimbursement of completed work.

All reimbursements shall be made under the following procedures:

- 5.7.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work submitted shall be reasonably certified as acceptable by Sound Transit before final payment.
- 5.7.2. To be entitled to reimbursement for the satisfactory performance of the activities identified in this Agreement, the City must provide documentation of all expenses eligible for reimbursement to Sound Transit as required by this Fifth Supplement or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and



proper completion of the reports or documents as may be required under this Fifth Supplement.

5.7.3. The City shall supply to Sound Transit an invoice of costs incurred for the period and progress reports for each department including departmental costs in total and by category and a description of work performed.

5.7.4. Invoices shall bear the name and address of the City's Designated Representative, and reference this Fifth Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Fifth Supplement. Invoices shall be properly completed and accompanied with documentation as required by Sound Transit.

**5.8. Addresses for Invoicing and Reimbursement.**

- A. To secure payment the City shall submit all invoices, required reports, and documentation to the Designated Representative of Sound Transit at the address provided in or pursuant to Section 2.4.
- B. Reimbursements will be paid directly to the City to the attention of the Designated Representative of the City at the address provided in or pursuant to Section 2.4.

**6.0 ADMINISTRATION**

**6.1. Monitoring and Reporting of Progress**

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for the Project. The City shall provide clear, accurate and detailed monthly progress reports to Sound Transit. The City shall work with Sound Transit to further refine its progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's Project control system. The City and Sound Transit



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shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

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

- 6.2.1. 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. In addition, Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.
- 6.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements. The City shall inspect all work performed under this Agreement and ensure that payments requested for reimbursement are eligible under this Agreement.

#### **6.3. Reconciliation**

Both Parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. The Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such work cannot be performed within the estimated budget for the services delivered and work performed. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts. Notwithstanding the above, if the permit approval work performed by DCLU (for which payment is to be on an hourly rate in lieu of value-based



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construction permit fees) exceeds the estimated amount, Sound Transit shall pay the additional charges without further negotiations.

**6.4. Availability of Records.**

All project records in support of all costs incurred and actual expenditures kept by the City shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by Sound Transit and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of said records shall be furnished to Sound Transit and/or the Federal government upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Fifth Supplement.

**6.5. Audit.**

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this Fifth Supplement or previous Supplements, or with any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this Fifth Supplement or previous supplements.

**6.6. Third Party Contract Administration**

Each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party to this Fifth Supplement. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

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## **7.0 DISPUTE RESOLUTION PROCESS**

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

### **7.1. General**

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

### **7.2. Notice of Problem or Dispute and Meeting of Designated Representatives**

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

### **7.3. Meeting of Directors**

In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Executive Director or his/her designee and the Director of the Seattle Department of Transportation or his/her designee shall meet within seven (7) Working Days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.



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#### **7.4. Prerequisites to Litigation**

Neither Sound Transit nor the City shall have the right to seek relief under this Fifth Supplement in a court of law until and unless each of the procedural steps specified in Subsections 7.2 and 7.3 have been completed.

### **8.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS.**

#### **8.1. Compliance.**

The City agrees to comply with applicable federal funding requirements of which it is specifically informed, in connection with its receipt of funds from Sound Transit to perform certain tasks under the MOA and its supplements.

#### **8.2. Federal Contract Provisions.**

The work performed by the City's contractors shall comply with federal contract and funding requirements to the extent the City is notified of federal grant requirements and to the extent federal funds are utilized by the City under this Fifth Supplement. All contracts entered into by the City shall include such provisions as required by the Federal Transit Administration ("FTA") to be included in third-party contracts.

### **9.0 EXERCISE OF CITY'S POLICE POWER**

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

### **10.0 PRIORITY FOR STATE OF EMERGENCY SITUATIONS**

The time period required for performance of services under this Fifth Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the

prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the Party obligated to perform such services; provided, that the Party adversely affected by such condition shall promptly advise the other Party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

#### 11.0 LEGAL RELATIONS

##### 11.1. Indemnification.

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions of the indemnifying Party. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the

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event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party. This indemnification shall survive the expiration or earlier termination of this Agreement.

**11.2. Venue**

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Fifth Supplement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

**11.3. Effective Date.**

This Fifth Supplement shall be effective as of September 1, 2003.

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

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

\_\_\_\_\_  
Joni Earl, Executive Director

Date:

Approved as to form:

By:

Sound Transit Legal Counsel

Authorized by Motion:

Exhibits:     Exhibit 1 Project Schedule  
                 Exhibit 2 Scope of Work  
                 Exhibit 3 Budget

**THE CITY OF SEATTLE**

\_\_\_\_\_  
Grace Crunican, Director  
Seattle Department of Transportation

Date:

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

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STATE OF WASHINGTON )

) ss. (Acknowledgment for The City of Seattle)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_.

STATE OF WASHINGTON )

) ss. (Acknowledgment for Sound Transit)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, personally appeared Joni Earl, to me known to be the Executive Director of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_.



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Exhibit  
Fifth Supplement to the MoA for Intergovernmental

ID	Task Name	Start	Finish	Duration	2003		2004		2005		2006		2007		2008		2009		2010		2011	
					H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
1	North Link	Tue 7/23/02	Tue 10/28/03	320 days?																		
2	North Link SEIS (Review of the SEIS is not in Fifth Supplement scope)	Fri 8/29/03	Tue 10/28/03	42 days	8/29	10/28																
3		Tue 7/23/02	Tue 7/23/02	1 day?																		
4																						
5	Contract 500	Tue 10/7/03	Mon 10/27/03	15 days																		
6	500 (100%)	Tue 10/7/03	Mon 10/27/03	15 days	10/7	10/27																
7																						
8	Contract 520	Fri 7/25/03	Thu 5/25/06	725 days?																		
9	520 (60%)	Fri 7/25/03	Fri 9/26/03	45 days	7/25	9/26																
10	520 (90%)	Mon 10/6/03	Wed 12/10/03	45 days	10/6	12/10																
11	520 (100%)	Thu 12/18/03	Fri 1/9/04	15 days	12/18	1/9																
12	520 (Construction)	Mon 7/12/04	Thu 5/25/06	484 days?		7/12						5/25										
13																						
14	Contract 700/705	Tue 7/23/02	Mon 10/31/05	830 days?																		
15	700 (Construction)	Mon 9/15/03	Mon 10/31/05	542 days	9/15						10/31											
16		Tue 7/23/02	Tue 7/23/02	1 day?																		
17	Contract 710	Wed 10/1/03	Fri 2/8/08	1124 days																		
18	710 (100%)	Wed 10/1/03	Tue 10/21/03	15 days	10/1	10/21																
19	710 (Construction)	Wed 3/31/04	Fri 2/8/08	1001 days		3/31							2/8									
20																						
21	Contract 720	Thu 7/11/03	Fri 10/3/03	46 days																		
22	720 (100%)	Thu 7/31/03	Fri 10/3/03	46 days	7/31	10/3																
23																						
24	Contract 735	Tue 9/2/03	Tue 1/9/07	862 days																		
25	735 (100% Stations)	Tue 9/2/03	Mon 9/22/03	15 days	9/2	9/22																
26	735 (100% Urban Design & Civil)	Tue 9/2/03	Mon 9/22/03	15 days	9/2	9/22																
27	735 (Civil Construction)	Wed 3/3/04	Tue 1/9/07	738 days		3/3						1/9										
28																						
29	Contract 755	Thu 8/7/03	Fri 4/9/04	169 days																		
30	755 (60%)	Thu 8/7/03	Thu 10/9/03	45 days	8/7	10/9																
31	755 (90%)	Fri 12/26/03	Tue 2/17/04	35 days		12/26		2/17														
32	755 (100%)	Mon 3/22/04	Fri 4/9/04	15 days		3/22	4/9															
33																						

ACTING  
CITY  
CLERK

**Exhibit 1- Schedule**  
**Fifth Supplement to the MoA for Intergovernmental Cooperation**  
 August 11, 2003

	Finish	Duration	2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		2013
			H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1
7/23/02	Tue 10/28/03	320 days?																					
8/29/03	Tue 10/28/03	42 days	8/29	10/28																			
7/23/02	Tue 7/23/02	1 day?																					
10/7/03	Mon 10/27/03	15 days																					
10/7/03	Mon 10/27/03	15 days			10/7	10/27																	
7/25/03	Thu 5/25/06	725 days?																					
7/25/03	Fri 9/26/03	45 days	7/25	9/26																			
10/6/03	Wed 12/10/03	45 days	10/6	12/10																			
12/18/03	Fri 1/9/04	15 days			12/18	1/9																	
7/12/04	Thu 5/25/06	484 days?			7/12				5/25														
7/23/02	Mon 10/31/05	830 days?																					
9/15/03	Mon 10/31/05	542 days	9/15						10/31														
7/23/02	Tue 7/23/02	1 day?																					
10/1/03	Fri 2/8/06	1124 days																					
10/1/03	Tue 12/21/03	15 days	10/1	10/21																			
3/31/04	Fri 2/8/06	1001 days			3/31								2/8										
7/31/03	Fri 10/3/03	46 days																					
7/31/03	Fri 10/3/03	46 days	7/31	10/3																			
9/2/03	Tue 1/9/07	862 days																					
9/2/03	Mon 9/22/03	15 days	9/2	9/22																			
9/2/03	Mon 9/22/03	15 days	9/2	9/22																			
3/3/04	Tue 1/9/07	738 days			3/3				1/9														
8/7/03	Fri 4/9/04	189 days																					
8/7/03	Thu 10/9/03	45 days	8/7	10/9																			
12/26/03	Tue 2/17/04	35 days			12/26	2/17																	
3/22/04	Fri 4/9/04	15 days			3/22	4/9																	

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Exhibit  
Fifth Supplement to the MoA for Intergovernmental

ID	Task Name	Start	Finish	Duration	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
					H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
34	Contract 802 Signalization	Wed 8/13/03	Tue 3/9/04	142 days										
35	802 (90%)	Wed 8/13/03	Wed 10/15/03	45 days										
36	802 (100%)	Mon 1/5/04	Tue 3/9/04	45 days										
37														
38	Contract 803 Communications	Fri 9/5/03	Mon 3/29/04	140 days										
39	803 (90%)	Fri 9/5/03	Thu 11/6/03	45 days										
40	803 (100%)	Mon 1/26/04	Mon 3/29/04	45 days										
41														
42	Contract 807 Traction Power	Fri 8/8/03	Fri 1/30/04	119 days										
43	807 (90%)	Fri 8/8/03	Fri 10/10/03	45 days										
44	807 (100%)	Mon 11/24/03	Fri 1/30/04	45 days										
45														
46	Contract 810	Mon 3/15/04	Fri 3/24/06	523 days?										
47	810 (Construction)	Mon 3/15/04	Fri 3/24/06	523 days?										

**Exhibit 1- Schedule**  
 Fifth Supplement to the MoA for Intergovernmental Cooperation  
 August 11, 2003

	Finish	Duration	2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		2013	
			H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
1/13/03	Tue 3/8/04	147 days																						
1/13/03	Wed 10/15/03	45 days																						
1/15/04	Tue 3/9/04	45 days																						
9/5/03	Mon 3/29/04	140 days																						
9/5/03	Thu 11/6/03	45 days																						
1/26/04	Mon 3/29/04	45 days																						
8/8/03	Fri 1/30/04	119 days																						
11/8/03	Fri 10/10/03	45 days																						
1/24/03	Fri 1/30/04	45 days																						
1/15/04	Fri 3/24/06	523 days?																						
1/15/04	Fri 3/24/06	523 days?																						

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Exhibit 2

SCOPE OF WORK  
FIFTH SUPPLEMENT

To the April 20, 1998 MOA for Intergovernmental Cooperation between Sound Transit and the  
City of Seattle for the Central Link Light Rail Project

September 2003



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## 1.0 Introduction

This scope of work describes City tasks and deliverables necessary to facilitate Sound Transit's final design and implementation of Link Initial Segment. Under this Supplement, the City agrees to provide project management, expedited design review, recruitment and training of police officers, expedited permit processing, and right-of-way transfer management. The scope of services defined in this Supplement will commence September 1, 2003 and conclude December 31, 2004. Modifications to this Scope of Work may be made by mutual agreement between the Parties.

## 2.0 Scope of Work

### 2.1 Task 1 – Project Management

The City will continue to employ two tiers of project management. The Seattle Transportation's Core Team constitutes the first tier of project management. It is comprised of the City's Program Manager, Assistant Program Manager, Design Review and Permitting Manager, Program Administrator, and consultants. **SDOT's Core Team** will:

- Provide management, oversight and coordination of Project-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate Citywide design review and permitting activities.
- Issue Project Construction Permits as prescribed by Ordinance 119975.
- Facilitate resolution of Project policy and design issues.
- Manage the City's Fifth Supplement budget and administer monthly progress reporting, quarterly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.
- Track and implement the City's Project mitigation commitments.
- Represent the City on the Case Management Group in conjunction with DCLU and Sound Transit to review private property development issues resulting from the Project.

The second tier of management is comprised of managers representing the Seattle Transportation (SDOT), Seattle City Light (SCL), the Department of Design, Construction and Land Use (DCLU), Seattle Public Utilities (SPU), the Department of Parks and Recreation (Parks), the Seattle Fire Department (SFD) and the Seattle Police Department (SPD). These managers coordinate the activities of their departments and represent their departments on all Central Link Light Rail Project (Project) matters. **Departmental Project Managers** will:

- Oversee his/her department's activities as defined in this Fifth Supplement and the companion Construction Services Agreement.
- Ensure that the City has done whatever it reasonably can to help Sound Transit become permit-ready.

- Serve as their department's liaison to Sound Transit.
- Manage resolution of design, permitting, construction and real estate issues.
- Coordinate notification of private utilities about relocation.
- Provide fiscal management of their department's activities.
- Provide procurement assistance, including the development of a preliminary signal prioritization scheme for MLK to support procurement of signal equipment.
- Participate in joint City/Sound Transit committees to further project implementation, including Fire Life Safety Committee, Utilities and Construction Committee, and Permit Management Work Group.
- SCL's project manager will manage the planning and design of electrical transmission and distribution system relocations along the Project alignment.
- SCL's project manager will also coordinate services among SCL's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.
- SFD's Project Manager will participate in development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- SPD's Project Manager will assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs as they relate to Project construction and future operations.
- SPD's Project Manager will promote Crime Prevention through Environmental Design (CPTED) by incorporating the considerations in their review comments.
- SDOT's Project Manager will manage the City design team working on the Chief Sealth Trail Design and coordinate design activity with Sound Transit.
- SDOT's Project Manager will manage the preparation of scope, schedule, and budget estimates for implementing Opticom on Rainier Avenue South.

## 2.2 Task 2 – Design Review

The City of Seattle will review Project design submittals in accordance with the terms and conditions of this Fifth Supplement. City design review activities supporting the final design effort include pre-submittal reviews, identifying and resolving conflicting City comments, and preparing and delivering one set of internally consistent and coordinated City comments to Sound Transit for each submittal.

The specific formal design submittals anticipated for the term of this Agreement are listed below:

- C500 DSTT – 100% submittal



- C520 Pine Street Stub Tunnel – 60% submittal
- C520 Pine Street Stub Tunnel – 90% submittal
- C520 Pine Street Stub Tunnel – 100% submittal
- C710 Beacon Hill Tunnel – 100% submittal
- C720 Beacon Hill East Portal to Walden – 100% submittal
- C735 MLK – 100% submittal
- C755 MLK south of Norfolk – 60% submittal
- C755 MLK south of Norfolk – 90% submittal
- C755 MLK south of Norfolk – 100% submittal
- C802 Signalization – 90% submittal
- C802 Signalization – 100% submittal
- C803 Communications – 90% submittal
- C803 Communications – 100% submittal
- C807 Traction Power – 90% submittal
- C807 Traction Power – 100% submittal

The City will provide a timely review of all submittals for compliance with all applicable current City codes including but not limited to: Uniform Building and Mechanical Codes, Land Use Code, ADA requirements, site drainage, grading, environmentally critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail.

DCLU will incorporate the recommendations of the Seattle Light Rail Review Panel (LRRP) in each formal submittal review. DCLU will also provide consolidated comments on behalf of three City commissions: Design, Planning, and Arts.

### 2.3 Task 3 – Seattle Police Recruitment and Training

The CPD is required to recruit and train additional officers to accommodate the traffic control, security and safety requirements associated with Project construction. Sound Transit's partial funding of recruiting, training and equipping new officers is budgeted, tracked and invoiced as Task 3.

### 2.4 Task 4 – Private Property Permitting by DCLU

Sound Transit and the City have recognized a need to provide tailored permitting assistance to private property owners and businesses whose property or business requires DCLU land use and/or building permits to overcome impacts from Project implementation. DCLU staff will provide this permitting assistance through continued participation in the Case Management Group, as well as direct contact with impacted individuals and businesses at the DCLU office.

The budget for Task 4 was established assuming six (6) properties require permits for structural modifications, and fifty (50) businesses require permits for relocations, including permits for tenant improvements.

### 2.5 Task 5 – Sound Transit Permits by DCLU

DCLU will provide coordinated review of all Sound Transit land use permit applications. DCLU will facilitate resolution of permit issues with other City departments as needed. DCLU will assist Sound Transit with permit submittals to ensure applications are complete.



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DCLU staff will work with Sound Transit to identify ways of expediting the permit process for the Project. Regarding the Master Use Permit processes, at a minimum, DCLU will endeavor to meet the following goals:

- Issue all MUP project numbers upon receipt of Address/Records Worksheets.
- Accept Plot Plans with the best available Sound Transit survey description when the Seattle Engineer's Maps lack sufficient information.
- Ensure delivery of Pre-Application Site Visit Request Forms and Plot Plans to the Site Development Desk in a timely manner.
- Issue a Site Inspection Report within 5 to 10 working days upon receipt of the Pre-Application Site Visit Request Form and Plot Plan.
- Endeavor to schedule MUP Intake Appointments within 5 to 10 working days of the request by Sound Transit contingent upon receipt of a completed Site Inspection Report.
- Accept MUP applications at Intake although Plot Plan issues remain unresolved.
- Work with Sound Transit staff and consultants, and legal advisors on resolving Plot Plan issues during the MUP review process to avoid delay in MUP issuance.
- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications;
- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process.
- Issue a MUP decision within four months after the City required public comment period has expired; and
- Provide Sound Transit draft MUP decisions and notices of applications for review prior to publishing.

## **2.6 Task 6 – Right-of-Way Transfer Review and Coordination**

SDOT will implement the City's responsibilities as established in the intergovernmental Property Acquisition and Transfer Procedures Agreement. Task 6 includes the evaluation of Property Acquisition Proposals and Transfer Proposals, as well as proactive measures to develop SDOT's expectations for the form of right-of-way interest acquired and transferred, and the environmental condition of the property at time of transfer.

Sound Transit is responsible for all due diligence and acquisition activities as established in the Property Acquisition and Transfer Procedures Agreement. Therefore, Task 6 excludes such activities including title research, efforts to resolve special exceptions, environmental investigations and remediation, development of legal descriptions, and preparation of real estate documents.

## **3.0 Assumptions**

### **3.1 Basis of Scope and Budget Estimate**

The City has developed the proposed scope and budget based on current knowledge of the schedule, Sound Transit's design and permitting progress to date, and the scope of work associated with the Construction Services Agreement and the Utility Undergrounding Agreement.



### 3.2 Assumptions.

In addition to those assumptions stated elsewhere in this Fifth Supplement, the following assumptions have been used in estimating the effort required to provide the Scope of Work.

- These estimates are for work to be performed in direct support of the Project.
- These estimates are for work within the City's jurisdiction (including work on property and facilities owned by the City outside of Seattle).
- Estimates are based on the parties adhering to the definitions of 30%-, 60%-, and 90%-Complete Submittal as outlined in the Fifth Supplement.
- Formal design submittals will transpire in substantial compliance with the schedule provided in Exhibit 1.
- All DCLU permit activities established as Task 5 will conclude before January 1, 2004.
- All SCL design, design review, and construction services, including design of temporary and permanent electric service connections for Sound Transit facilities, are provided through other agreements between the City and Sound Transit.
- Sound Transit will pay the standard permitting fees which will not exceed the hourly rate set in the DCLU Fee Ordinance, except with respect to facilities not in the right-of-way such as the Operations & Maintenance Facility (for which a value-based permit fee shall be charged, based on the square foot values set forth in the most current Building Standards publication, as otherwise noted in the Permitting Manual or as negotiated). Sound Transit shall pay fees for other types of permits according to the DCLU Fee Ordinance, including but not limited to the following. The fees for these permits are not a part of the funding described in this agreement. In all cases, services will be paid for either through DCLU fee ordinance or pursuant to this agreement, but not both.
  - Certain building permits –such as connections from stations to existing buildings, commercial tenants within the stations, and shoring of adjacent existing buildings
  - Electrical permits, including systems facilities
  - Land use permits
  - Noise-related permits
  - Permits at portals to the Beacon Hill Tunnel (pending completion of environmental review to determine appropriate permitting mechanisms)
- The estimated budget for Task 5 is based on the following assumed DCLU permit activities by Contract Section. Sound Transit's *Permit Schedule – Initial Segment Matrix Revision 14* is the source of the outstanding permit activities reflected below. In addition to the permits listed below, DCLU will be issuing electrical permits. DCLU's costs for administering electrical permits will be reimbursed through electrical permit fees.



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Contract	Assumed DCLU Permit Activity
500	One MUP for CPS Staging Area
520	Two (2) MUPs for parking and staging areas. One (1) MUP for Stub Tunnel Vent Shaft.
710	Completion of the Noise Variance. Two (2) short plats. Two (2) Lot Boundary Adjustments. One (1) Parking MUP. East Portal MUP. West Portal Short Plat. King County Bus Layover Facility MUP.
720	Short Plat for Bus Layover Facility.
735	Sixteen (16) MUPs. Orcas SW Demo/Staging Area (2302' :7) Beacon: Wooldridge Demo/Staging (2300415) Henderson TPSS/Demo/Staging (2300441) Othello: New Holly Demo (2206668) Othello Plaza: East Block Demo (2300758, 2301976, 2301977, 2301978) Twelve (12) private property retaining wall permits. Thirty-one (31) early building demolition permits.
810	Maintenance Base MUP. Building Development Permit.

- Staffing resources have been negotiated between the Parties and are calculated as Full Time Equivalents (FTEs). The City has assumed the following FTE levels in preparing the estimated budget.

Resource Function	2003 FTE	2004 FTE
Design Review and Permit Manager	1.00	0.65
Program Administrator/Financial Management	0.25	0.25
Right-of-Way Transfer Coordination	0.60	0.40
Assistant Program Manager	0.85	0.70
SDOT Project Manager	0.25	0.15
SCL Project Manager	1.00	0.50
SPU Project Manager	0.33	0.33
DCLU Project Manager	0.10	0.10
SFD Project Manager	0.25	0.5
SPD Project Manager	0.5	0.5

#### 4.0 Budget and Contingency

The Fifth Supplement to the MoA increases the MoA budget by \$1,346,624 which, as evidenced in Exhibit 3, includes a 10% contingency of \$122,420. The resulting revised total MoA budget amount equals \$15,099,309. Of the total, \$192,500 (\$175,000 plus \$17,500 in contingency) is attributable to the work necessary to accommodate right-of-way widening as established in Task 4 – Private Property Permitting and Task 6 – Right-of-Way Transfer Review and Coordination.



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Fifth Supplement to the MoA for Intergovernmental Cooperation  
August 8, 2003

Exhibit 3 - Budget

Department	Task 1 Project Management		Task 2 Design Review		Task 3 Recruitment & Training		Task 4 Private Property Permitting (DCLU)		Task 5 Sound Transit Permits (DCLU)		Task 6 Right-of-Way Transfer Review & Coordination	
	2003	2004	2003	2004	2003	2004	2003	2004	2003	2004	2003	2004
SDOT/Core Team	\$99,782	\$236,594										
SDOT	\$15,253	\$28,279	\$23,750	\$10,625							\$32,000	\$56,000
SCL	\$61,012	\$94,263										
SPU	\$16,356	\$49,068	\$40,000	\$18,125								
DCLU	\$6,101	\$18,853	\$13,750	\$6,250			\$30,000	\$57,000	\$31,079			
Parks	\$5,000	\$16,000	\$7,500									
Fire	\$25,247	\$79,000	\$19,616									
Police	\$14,100	\$44,300			\$74,300							
2003 Task Subtotal:	\$242,851		\$99,616		\$74,300		\$30,000		\$31,079		\$32,000	
2004 Task Subtotal:		\$566,358		\$35,000		\$0		\$57,000		\$0		\$56,000

Fifth Supplement Term: September 1, 2003 through December 31, 2004. The budget estimates shown above for 2003 represent estimated costs for September 1 through December 31, 2003.

2003 Subtotal	\$509,846
2004 Subtotal	\$714,358
Total	\$1,224,204
10% Contingency	\$122,420
Total with Contingency	\$1,346,624





## City of Seattle

Gregory J. Nickels, Mayor

### Office of the Mayor

September 2, 2003

Honorable Peter Steinbrueck  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Steinbrueck:

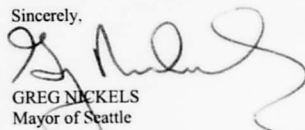
The attached ordinance relates to the Central Puget Sound Regional Transit Authority ("Sound Transit"), and authorizes execution of the "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project."

This legislation allows for a Fifth Supplement to the agreement between the City and Sound Transit for the Central Link Light Rail Project, and provides for Sound Transit reimbursement of City services to be provided to Sound Transit in the areas of program management, design review, permit facilitation, and right-of-way transfer.

This agreement reflects a turning point in the Central Link Light Rail project as the City and Sound Transit prepare to begin construction. Sound Transit is prepared to receive the \$500 million Full Funding Grand Agreement from the Federal Transit Agency and anticipates beginning construction this fall. The Fifth Supplement is being submitted together with the Construction Services Agreement, which provides for Sound Transit reimbursement of construction assistance and construction services associated with the Central Link Light Rail project. Continued funding from Sound Transit for City services in support of the project is vital, both to keep the project on track and to ensure that the project provides maximum benefit to the City and its residents.

Thank you for your consideration of this legislation. Should you have questions, please contact Jon Layzer at 684-8084.

Sincerely,



GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Transportation	Jon Layzer/684-8084	Susan Cole/684-8894

**Legislation Title:**

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, and Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit; all by a three-fourths vote of the City Council.

• **Summary of the Legislation:**

This legislation authorizes a Fifth Supplement to the Memorandum of Agreement with Sound Transit for the provision of, and Sound Transit reimbursement for, City services for completion of design review and permitting, and for continuing program management associated with construction of Sound Transit's Central Link Light Rail Project. This Agreement provides for reimbursement of most City services not covered by the Construction Services Agreement, under review by Council at the same time. This Supplement continues the Memorandum of Agreement through December 2004, adjusting scope and budget to reflect continued progress on the project

• **Background:** (Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):

The City has entered into a series of agreements with Sound Transit beginning with an initial Memorandum of Agreement in April of 1998 (Ordinance 118927). That agreement provided \$2.5 million for station area planning and implementation to be fully reimbursed by Sound Transit. The First Supplement to the MOA was executed in October of 1999 (Ordinance 119514). It provided \$4.9 million for design review and permitting, also to be fully reimbursed by Sound Transit.

The Second Supplement (Ordinance 120120) was to cover 2001 and 2002 activities and was developed in conjunction with the 2001/2002 City budget. It was approved by the City Council but not by the Sound Transit Board, due to significant changes in the Sound Transit budget and workplan. Thus the Second Supplement was never executed. The City used unexpended funds from the previous two agreements to continue to support a reduced demand for services from Sound Transit. In the absence of execution of the Second Supplement, Ordinance 120277 was passed by the City Council in February of 2001. It reallocated \$1.7 million of unspent funds from prior agreements among departments for interim funding until a new agreement could be negotiated.

The Third Supplement was approved by the City Council on May 14, 2001 and was intended to provide a reduced level of funding for City services to Sound Transit while the agency reevaluated its project and budget. That agreement was for \$1.6 million and



was executed on June 8, 2001 (Ordinance 120363). Due to a lower than expected demand for services, the City was able to extend funding from the Third Supplement through March of 2002. The extended timeline was authorized through another interim spending plan, which was authorized by the City Council in December of 2001 (Ordinance 120698). Additionally, Ordinance 120698 redistributed budget authority that remained from the Third Supplement in accordance with a spending plan that was agreed to by the participating departments. This spending plan continued to support City activities through the first quarter of 2002. Sound Transit authorized continued use of unspent funds still available under the Third Supplement through a letter of approval, which use was specifically allowed in Section IV.C. of the First Supplement.

The Fourth Supplement was approved on April 22, 2002 (Ordinance 120784) and was extended on May 12, 2003 (Ordinance 121150), providing for the continuation of the City's partnership with Sound Transit. The Fourth Supplement has been administered using the same method as approved through the First Supplement, which involved the use of a single point of contact for performance reporting and invoicing system. Seattle Transportation has coordinated reimbursements for all departments, providing quarterly invoices and monthly progress reports to Sound Transit, and developing interdepartmental agreements with the participating departments outlining tracking and reporting procedures. Seattle Transportation has managed the general project budget and ensured that participating department costs are within budget and match the scope of the agreement.

City staff have worked with Sound Transit to clarify the scope, schedule, and budget for City services through the completion of the Central Link Light Rail Initial Segment construction in 2009. A separate Construction Services Agreement covers the scope of City reimbursable services for services directly related to the construction of the Central Link project during that time period. This Fifth Supplement to the original MOA provides for City services related to completion of the design review and permitting phases of the Central Link project, and limited ongoing program management expenses associated with the construction phase of the Central Link project.

- Please check one of the following:

☐ This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

☒ X This legislation has financial implications. (Please complete all relevant sections that follow.)

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Jon Layzer:jl/msl  
9/29/03 v.7  
Fifth Supplement to the MOA with Sound Transit

**Appropriations:** (Please only reflect the dollar amount actually appropriated by this legislation.)

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
Construction and Land Use Fund (15700)	DCLU	Land Use Services (U2200)	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Construction Permit Services (U2300)	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Construction Inspections (U23A0)	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Code Compliance (U2400)	1,051	0
Construction and Land Use Fund (15700)	DCLU	Planning (U2900)	1,112	0
General Subfund (00100)	Fire	Prevention (F50)	49,500	83,600
General Subfund (00100)	Police	Traffic Enforcement Program (P680)	80,142	44,300
<b>TOTAL</b>			<b>211,431</b>	<b>210,066</b>

\* This is line of business for operating budgets, and program or project for capital improvements

**Notes:**

No new appropriation is requested for Seattle Transportation, Seattle City Light, Seattle Public Utilities, or Seattle Department of Parks and Recreation. All work in the Fifth Supplement for 2003 for these departments is to be carried out with existing appropriations.

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**Anticipated Revenue/Reimbursement: Resulting From This Legislation:**

Fund Name and Number	Department	Revenue Source	2003 Revenue	2004 Revenue
Transportation Operating Subfund (10310)	Seattle Transportation	Sound Transit	170,785	331,498
Light Fund (41000)	Seattle City Light	Sound Transit	61,012	94,263
Drainage and Wastewater Fund (44010)	SPU	Sound Transit	56,356	67,193
Construction and Land Use Fund (15700)	DCLU	Sound Transit	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Sound Transit	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Sound Transit	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Sound Transit	1,051	0
Construction and Land Use Fund (15700)	DCLU	Sound Transit	1,112	0
General Subfund (00100)	Fire	Sound Transit	44,863	79,000
General Subfund (00100)	Police	Sound Transit	80,142	44,300
Parks Operating Fund (10200)	Parks	Sound Transit	7,500	16,000
<b>TOTAL</b>			<b>502,447</b>	<b>714,420</b>

**Notes:**

All expenses incurred pursuant to the Fifth Supplement will be reimbursed by Sound Transit, except for a portion of the expenses in the General Subfund, Police Department, for recruitment, training, and equipment for new police officers. Twenty (20) percent of these expenses shall be reimbursed by Sound Transit based on an estimated five year project construction period, or roughly 20 percent of the total duration of a police officer's employment with the City. The City's share (80 percent) of the cost of recruitment, training, and equipment will be funded out of existing unused 2003 budget authority in the Police Department.

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:**

No changes to position authority are proposed.

• **Do positions sunset in the future?** (If yes, identify sunset date):

All positions created in response to Sound Transit funding will continue only while funded by Sound Transit and will be abrogated or explicitly converted to other funding sources as soon as the Sound Transit funding ceases.

Positions created under previous legislation shall continue until Sound Transit funding is no longer available, at which time positions shall either be abrogated, or explicitly converted to other funding sources. Within departments for which positions have been created, staffing related to the Sound Transit light rail project continues to exceed the number of positions created.

**Spending/Cash Flow:** (Please complete this section only in those cases where part or all of the funds will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects).)

Fund Name and Number	Department	Budget Control Level*	2003 Expenditures	2004 Anticipated Expenditures
Transportation Operating Subfund (10310)	Seattle Transportation	Transportation Policy & Planning (18310)	170,785	331,498
Light Fund (41000)	Seattle City Light	SCL - CIP Project #8204	61,012	94,263
Drainage and Wastewater Fund (44010)	SPU	General Expense (N000B)	56,356	67,193
Construction and Land Use Fund (15700)	DCLU	Land Use Services (U2200)	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Construction Permit Services (U2300)	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Construction Inspections (U23A0)	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Code Compliance (U2400)	1,051	0
Construction and Land Use Fund (15700)	DCLU	Planning (U2900)	1,112	0
General Subfund (00100)	Fire	Prevention (F50)	44,863	79,000

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General Subfund (00100)	Police	Traffic Enforcement Program (P680)	344,308	44,300
Parks Operating Fund (10200)	Parks	Capital Projects (K3700)	7,500	16,000
<b>TOTAL</b>			<b>766,613</b>	<b>714,420</b>

\* This is line of business for operating budgets, and program or project for capital improvements

**Notes:**

This chart shows expenditure estimates for September through December 2003. For September through December 2003, work by Seattle Transportation, Seattle City Light, Seattle Public Utilities, and Seattle Department of Parks and Recreation will be carried out under existing budget authority for those departments; most other department work will be carried out under the new appropriation within each department; for Police, a portion of the work will be carried out under existing budget authority and a portion will be carried out under the new appropriation in this ordinance.

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

Without this legislation, some or all of the financial cost associated with the legislation could be incurred by City departments without authority to seek reimbursement from Sound Transit.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

No reasonable alternatives have been identified.

- **Is the legislation subject to public hearing requirements?** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)

No

- **Other Issues** (including long-term implications of the legislation):

The City continues to seek full reimbursement for expenses incurred related to Sound Transit's light rail project. Continuing unreimbursed expenses for the City related to Sound Transit are limited to a single Sound Transit Program Manager position in SDOT, and management expenses within affected departments that are not recovered through indirect or overhead charges.

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**ATTACHMENT 1**  
**FIFTH SUPPLEMENT TO**  
**MOA FOR INTERGOVERNMENTAL COOPERATION**  
**(APRIL 20, 1998) BETWEEN CENTRAL PUGET SOUND**  
**REGIONAL TRANSIT AUTHORITY**  
**(SOUND TRANSIT) AND THE CITY OF SEATTLE**  
**FOR THE CENTRAL LINK LIGHT RAIL PROJECT**

This Fifth Supplement ("Fifth Supplement") to that certain April 20, 1998 Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("Project") is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and The City of Seattle ("City"), referred to collectively as "Parties" or individually as "Party."

**RECITALS**

- A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the Parties' common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. The City and Sound Transit have entered into other previous agreements that are related to the Project including:
- An agreement on April 30, 1998 pursuant to which the City provided Geographic Information System ("GIS") products, services, and data to support the activities of Sound Transit ("GIS MOA").
  - The October 25, 1999 First Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("First Supplement") for 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.

- The June 8, 2001 Third Supplement (which agreement was a replacement for the unexecuted "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project") and the April 1, 2002 Fourth Supplement to Memorandum of Agreement for Intergovernmental Cooperation for services to be provided by the City in three major areas: Public Works, Public Safety, Program Management and Business and Community Assistance.

The Parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this Fifth Supplement, including the principles of intergovernmental cooperation; processes for expedited reviews of project documents; expedited processing of requests for permits and other City approvals; and the process for dispute resolution.

- C. The City recognizes that Sound Transit has responsibility for acquisition of property and that the Transit-Oriented Development process is governed by Sound Transit Board policy and state and federal regulations.
- D. As anticipated by the Parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This Fifth Supplement, except as otherwise provided herein, shall cover services to be provided by the City in five primary areas: Program and Project Management, Design Review, Police Recruitment and Training, Permitting, and Right-of-Way Transfer Management.
- E. The September 2003 to December 2004 timeframe is a critical period for the Project. Final design on all contracts will be complete and construction of the Project will begin within this timeframe.
- F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is

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responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.

- G. The City of Seattle recognizes that the Central Link Light Rail Transit Project will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.

#### 1.0 DEFINITION OF TERMS

The terms and abbreviations used in this Fifth Supplement and its exhibits shall be defined and/or identified as follows:

- 1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.
- 1.2. "City's Standard Plans and Specifications, 2000 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.3. "Contract Specifications" means the contract-based modifications to Sound Transit's Link Standard Specifications that may be made by Sound Transit or the City through the contract review process.
- 1.4. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at Convention Place with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154<sup>th</sup> Street to be connected by shuttle bus service to Sea-Tac Airport.
- 1.5. "Link Standard Specifications" means the general specifications specifically entitled "Sound Transit Link Light Rail Project, Standard Specifications for

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Facilities Construction, December 2001" that will be used by Sound Transit in its light rail construction contracts.

- 1.6. "LPA" means Locally Preferred Alternative.
- 1.7. "Permitting Manual" means the manual developed to help Sound Transit and City staff clarify and apply the permit process, identify which permits are necessary under various circumstances, and describe what is required for permit application submittals.
- 1.8. "Project" means Sound Transit's proposed light rail system, as described in the November 5, 1996 voter-approved *Sound Move, the Ten Year Regional Transit System Plan*, and as further defined in Board Resolution R2001-16, and the associated public works elements that Sound Transit has agreed to undertake through separate written agreement with the City.
- 1.9. "*Sound Move, the Ten Year Regional Transit System Plan*" means the November 5, 1996 voter approved ten-year plan for high capacity transit in the Central Puget Sound Region.
- 1.10. "Working Day" means any calendar day that is not a Saturday, Sunday, a City or a Sound Transit observed holiday.

## 2.0 SCOPE OF THIS FIFTH SUPPLEMENT

### 2.1. Goals and Objectives.

The Parties agree to do the following throughout the Project:

- A. The Parties agree to work collaboratively on the Project.
- B. The City shall provide timely services that will enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost effective and timely manner and within the amount budgeted for this Project.
- D. The City shall develop and apply innovative state of the art practices in the delivery of services to facilitate the Project schedule, while addressing the interests of Seattle's

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business and residential communities within the limitations of Sound Transit's budget.

- E. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.
- F. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of last-minute requirements after the review comment period. Both Parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- G. Both Parties shall participate in regularly scheduled interdisciplinary coordination meetings to address issues that may affect the Project scope, schedule, budget or the community.
- H. Where appropriate, the City and Sound Transit will document key design related decisions.
- I. To the extent the City is notified of federal grant requirements, the City shall ensure that its performance under this Fifth Supplement is in conformance with the applicable grant requirements including the Federal Transit Administration grant requirements.

## **2.2. Summary of Services under this Fifth Supplement**

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as is necessary for the issuance of permits and approvals by the City as described in Exhibit 2 to this Fifth Supplement, which by this reference is incorporated herein. The City shall also provide in a timely manner its services as are described in Exhibit 2 for the coordination and integration of the public facilities.

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### 2.3. Time of Completion and Schedule

The Project schedule is attached as Exhibit 1. All of the design review and other tasks identified in the Scope of Work attached as Exhibit 2 shall be completed by the end of 2004, unless otherwise agreed by both Parties.

### 2.4. Designated Representatives

The Designated Representatives for each Party are as follows:

Ahmad Fazel, Director  
Link Light Rail Project  
Sound Transit  
401 S. Jackson Street  
Seattle, Washington 98104  
Phone: (206) 398-5389

Jonathan Layzer, Sound Transit Program Manager  
Seattle Department of Transportation  
700 Fifth Avenue, Suite 3900  
Seattle WA 98104  
Phone: (206) 684-8084

Each of the Parties may change its own Designated Representative in such Party's discretion, and the Party making any such change shall give written notice of such change to the other Party.

### 2.5. Responsibilities of Sound Transit

The following services shall be performed by Sound Transit under this Fifth Supplement in support of the Project:

- A. Develop designs, plans and specifications in connection with its construction of the Project, except in the case of designs for City Light utility relocations, which shall be developed by City Light.
- B. Submit its designs, plans and specification to the City for review pursuant to the procedures outlined in this Fifth Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team

- communication/meetings, and the Transit-Oriented Development process as required.
- D. Manage and coordinate its consultants' requests for information from the City.
  - E. Assume responsibility for acquiring all necessary property, easements and rights of entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
  - F. Work with the City to provide notice to private utilities for their relocation.
  - G. Help to staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.

#### **2.6. Responsibilities of the City**

The following services shall be performed by the certain City departments and offices assigned such tasks under this Fifth Supplement in support of the Project:

- A. Organize interdepartmental implementation teams, authorize these teams to expedite review and other timely services to Sound Transit, and work within such interdepartmental review teams to achieve consensus on policy issues.
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.
- C. Provide a confirmation review through the Seattle Department of Transportation 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.
- D. Provide expedited review of Project permit applications through the Department of Design, Construction, and Land Use.
- E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.

- G. Provide program management and financial management of City resources and services.
- H. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiency for both Parties.
- I. Provide Sound Transit with timely access to public City records and plans.
- J. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.
- K. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.
- L. Help staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.
- M. Provide plans and specifications for work to be performed by the City to Sound Transit for its review and comment.

#### **2.7. Specific Tasks to be Performed by Individual City Departments and Offices**

The tasks to be performed by individual City departments and offices and the schedule for completion of these tasks are generally described in Exhibits 1 and 2.

#### **3.0 DESIGN SUBMITTALS**

To ensure uniformity and consistency in the design and review process the Parties have agreed to the design completion levels defined below (namely, "30%-Complete Submittal," "60%-Complete Submittal," "90%-Complete Submittal," and "100% - Complete Submittal"), as well as standards and specifications specified in this section. Sound Transit shall work in close cooperation with the City during the preparation of preliminary and final plans for the Project to ensure that, to the greatest extent possible, the objectives identified in the April 20, 1998 MOA and this Fifth Supplement are achieved.

### 3.1. Level of Completion Defined.

Each level of design completion as used in this Fifth Supplement and its Exhibits shall be defined as follows.

- 3.1.1. 30%-Complete Submittal - A submittal that presents the basic concept of the Project, including advanced detail on route alignment; station locations; station functional layouts and preliminary station architectural concepts; existing utilities and proposed major utility line re-locations; traffic lane configurations; structural types, sizes and locations; urban design concepts; new and proposed right-of-way limits; extent of roadway modifications; and other supporting concepts to define the intent of the Project. The submittal will include technical memoranda documenting trade off studies undertaken in support of the proposed design.
- 3.1.2. 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 Project. 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, excepting new design generated in response to 60% comments.)
- 3.1.3. 90%-Complete Submittal - The submittal that includes drawings, special provisions, supplemental technical specifications, geotechnical data, 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 to the City for review at the City's request. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both Parties.

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3.1.4. 100%-Complete Submittal. The submittal that is sufficiently complete for the City's permit approval as confirmed by Seattle Department of Transportation in writing.

### 3.2. City's Standard Plans and Specifications.

Except as further provided in this subsection, the City's Standard Plans and Specifications, 2000 Edition, shall be used for all Project-related work that either (a) affects existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2000 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

### 3.3. Deviation from City's Standard Specifications.

3.3.1. The City's Designated Representative or another official designated by the City, may permit, from time to time, a deviation from the requirements of Subsection 3.2 whenever:

- A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
- B. The City's Designated Representative, or other official designated by the City, has consulted and reached consensus among the head(s) or designated representative(s) of each City department and office that has an interest in the matter; and
- C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2000 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and

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D. If necessary, the City's Designated Representative, or other official designated by the City, has been authorized to grant such permission, which permission shall be expressed in writing by the City's Designated Representative or other official designated by the City, and shall not be used as a precedent for future actions.

- 3.3.2. If any conflict is discovered between Sound Transit or City work under this Fifth Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this Fifth Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulations; provided that as applied to the work to be completed under this Fifth Supplement, the City's Standard Plans and Specifications, 2000 Edition, or a deviation authorized pursuant to Section 3.3 shall control in the event of a conflict between the City's Standard Plans and Specifications, 2000 Edition, and any subsequent revision to the City Standard Plans and Specifications.

#### **3.4. Sound Transit Link Standard Specifications.**

Sound Transit has developed a set of Link Standard Specifications to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modifications of the Link Standard Specifications shall be accomplished by the preparation of Contract Specifications. The City shall review each Contract Specification package as part of the detailed schedule summarized in Exhibit 1. If the City requests modifications to the Link Standard Specifications for a particular contract under review, Sound Transit, in conjunction with the City, shall make a determination whether the proposed modification is made through Contract Specifications.

#### **3.5. Submission and Review of Design Submittals**

- 3.5.1. To expedite design submittal review and to improve product quality, design review and coordination sessions will be held at least on a bi-weekly

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basis throughout the design phase between affected City departments and offices and Sound Transit.

- 3.5.2. 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.

### **3.6. City Review.**

The City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other official designated by the City, for review and comment by various, appropriate City departments and offices. Sound Transit shall submit thirty-five (35) complete copies of each plan package. During 2003 and 2004, the City is scheduled to review plans at the 60%-, 90%- and 100%-Complete Submittal stages, as defined by this Fifth Supplement. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.

### **3.7. For Sound Transit performed work:**

- 3.7.1. Sound Transit or its consultants shall develop the actual design plans and design documents for the Project.
- 3.7.2. Sound Transit shall involve the City and seek input in the early stages of design development and throughout the design process.
- 3.7.3. Sound Transit shall establish and provide to the City's Designated Representative a target schedule for submittals as soon as such schedule is available.
- 3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious review of

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Sound Transit documents. The City departments shall be notified by the Designated Representative of the anticipated plan submittal dates.

- 3.7.5. Sound Transit shall provide the City with a complete submittal for the work to be done in each construction contract awarded by Sound Transit. If Sound Transit determines that it cannot or is unlikely to meet its anticipated submittal dates, it shall deliver to the City's Designated Representative Sound Transit's revised submittal schedule as soon as possible after any delay is known or suspected.

**3.8. Immediate Notice of Incomplete or Inadequate Design Submittals**

- 3.8.1. Each Party recognizes that the incompleteness or insufficiency of any submittal may result in project delays and require additional expenditures beyond the budgeted amounts for this Project. To quickly correct incomplete submittals, the City's Designated Representative or other official designated by the City shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

**3.9. City Review Schedule**

- 3.9.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty-five (35) Working Days to review the 30%-, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period, the City shall have forty-five (45) Working Days to review the materials and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.9.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete

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such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.

- 3.9.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer working days than provided for in this Fifth Supplement.

**3.10. Resolution of Inconsistencies and Consolidation of City Responses to Design Submittals.**

- 3.10.1. The City's Designated Representative, or other official designated by the City, shall resolve any inconsistencies among review comments by City departments and offices regarding the Project's design submittals prior to the review comments being consolidated and transmitted, in writing, to Sound Transit.
- 3.10.2. The City recognizes that inconsistent review comments usually cause delay, result in added staff time for review, and may result in unnecessary change orders or additional costs to the Project. The City intends to provide consistent review comments. If inconsistent comments are discovered, the City will resolve the inconsistencies immediately upon written notice from Sound Transit. The City will promptly take corrective action to avoid any added costs to Sound Transit as a result of such inconsistencies and avoid providing similar inconsistent comments on future reviews.

**3.11. Sound Transit Response to City Review Comments and Resolution of Issues**

- 3.11.1. The City will submit formal written comments consolidated by Seattle Department of Transportation to Sound Transit for each of the 30%-, 60%-, 90%-Complete Submittals within the timeframe specified in Section 3.9.

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Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. The Seattle Department of Transportation shall notify Sound Transit in writing when all outstanding design issues have been resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Plan approval is a prerequisite to issuance of the Project Construction Permit by Seattle Department of Transportation under the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975).

- 3.11.2. Sound Transit must submit a one-week advance notice prior to submitting the final 100% - Complete Submittal to Seattle Transportation. Sound Transit will submit three - 1/2 size plan sets for final approval. Seattle Department of Transportation will coordinate a final check of the submittal and will provide written concurrence if the 100% - Complete Submittal has adequately addressed the City comments within 15 Working Days of receiving the three plan sets.
- 3.11.3. When written notice of acceptance of the 100% - Complete Submittal is given to Sound Transit, Seattle Department of Transportation will invite Sound Transit to submit full-size vellums of all the Drawings for signature.
- 3.11.4. The cost associated with generating the Project Construction Permit is based on time and materials, which are reimbursed through this, and

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previous, agreements. A final processing/filing fee of \$94.00 will be invoiced for each construction contract's Project Construction Permit.

### **3.12. DCLU Review and Issuance of Permits**

The City and Sound Transit will implement a fast track permit process for DCLU construction and land use approvals. Permit applications to DCLU shall be handled pursuant to the expedited permitting process established by DCLU for handling Sound Transit permit applications.

## **4.0 PROJECT DESIGN TO MINIMIZE IMPACTS**

Certain principles shall be applied by Sound Transit to the greatest extent practicable to achieve certain goals of the City regarding maintenance and operation of the facilities constructed by Sound Transit. These principles are discussed in the following subsections.

### **4.1. Minimize City Maintenance and Operational Costs**

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

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#### **4.2. Project Design to Minimize Travel and Access Disruptions**

The Project shall be designed to the greatest extent practical to minimize disruptions to City businesses and residents during construction. To achieve that result, Sound Transit and the City shall work cooperatively with representatives of businesses and neighborhoods affected by the Project. The Project shall also be designed to ensure that:

- 4.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, either by construction being undertaken at varying times of day, in geographic stages, or through other means;
- 4.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access to every business and residence adjacent to the Project construction area, and pedestrian access to each such residence, and to each such business, during its normal business hours, are preserved at all times;
- 4.2.3. Vehicular access for types of vehicles other than those identified in Subsection 4.2.2 to every residence adjacent to the Project construction area is preserved except when construction requirements necessitate the complete blockage thereof; and
- 4.2.4. 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, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

#### **5.0 REIMBURSEMENTS**

##### **5.1. Sound Transit's Maximum Funding Obligation**

Sound Transit's maximum funding obligation under this Fifth Supplement for the reimbursable services described in Exhibit 2 shall be \$1,347,000. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in this section, unless authorization is received from its Board of Directors and upon the

execution of a new supplement or an amendment of this Fifth Supplement upon such terms and conditions as are approved by the Board. Should estimated costs at any time, for any reason, exceed the amount covered by this Fifth Supplement, the City shall notify Sound Transit without delay.

#### **5.2. Budget**

Sound Transit shall reimburse the City for services delivered and work performed under the scope of work of this Fifth Supplement. The amount set forth above and in the budget provided in Exhibit 3, which is attached to this Fifth Supplement and incorporated herein by reference, reflects the Parties' best estimates of the amounts that may be required to accomplish the reimbursable tasks under this Fifth Supplement. Sound Transit and the City recognize that the cost of delivering such services and performing such work have been estimated based on assumptions stated in Exhibit 2 and information from each Party, and the Parties recognize that the reallocation of effort based on actual needs may be necessary should Sound Transit change planned activities. The City shall endeavor to manage the expenditures of departments and offices engaged in work under this Fifth Supplement so that the maximum obligation of Sound Transit is not exceeded.

#### **5.3. Reimbursement of City Costs.**

##### **5.3.1. Principles for Determining Eligible Reimbursable Costs.**

The following principles shall be applied to determine what costs are reimbursable by Sound Transit.

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add "essential value" to the Project.
- Tasks and the deliverable or product must be clearly described in writing.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).

- Tasks indirectly related to implementing the Link Light Rail Project may be encouraged/supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements, that the City would normally perform without charge.

#### **5.4. Reallocation of Unexpended Funds**

Funds not expended by Sound Transit during the period of this Fifth Supplement may be reallocated by Sound Transit to additional Central Link Light Rail Project activities as defined in future supplements or agreements.

#### **5.5. Approval of Excess Expenditures**

Sound Transit and the City agree to the following rules for increases in Task Budgets:

- A. The City may expend up to the estimated cost of each budgeted Task delineated in Exhibit 3.
- B. As a condition of payment of any costs in excess of the amount shown for any of the budgeted Tasks provided in Exhibit 3, written approval shall be requested by the City in a timely fashion, and approval or disapproval shall be provided by Sound Transit in writing. Written approval must be granted before the excess costs are incurred.
- C. If unforeseen circumstances cause the projected total cost to exceed the total cost of any Task, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- D. Upon receipt of notice from the City regarding unanticipated costs or cost

increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) re-adjust the scope of work, or (3) authorize the use of contingency amounts budgeted for this Fifth Supplement. Any expenditures that exceed the maximum amount authorized for this Fifth Supplement shall require further authorization by Sound Transit's Board of Directors.

#### **5.6. Invoicing by City**

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

#### **5.7. Reimbursement by Sound Transit**

Quarterly reimbursements for eligible expenditures under this Fifth Supplement shall be made upon the satisfactory completion of the work. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting requests for reimbursement to Sound Transit in accordance with the procedures in this Subsection and any other applicable regulations provided to the City's Designated Representative. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of its approval of a request for reimbursement of completed work.

All reimbursements shall be made under the following procedures:

- 5.7.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work submitted shall be reasonably certified as acceptable by Sound Transit before final payment.
- 5.7.2. To be entitled to reimbursement for the satisfactory performance of the activities identified in this Agreement, the City must provide documentation of all expenses eligible for reimbursement to Sound Transit as required by this Fifth Supplement or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and

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proper completion of the reports or documents as may be required under this Fifth Supplement.

5.7.3. The City shall supply to Sound Transit an invoice of costs incurred for the period and progress reports for each department including departmental costs in total and by category and a description of work performed.

5.7.4. Invoices shall bear the name and address of the City's Designated Representative, and reference this Fifth Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Fifth Supplement. Invoices shall be properly completed and accompanied with documentation as required by Sound Transit.

**5.8. Addresses for Invoicing and Reimbursement.**

- A. To secure payment the City shall submit all invoices, required reports, and documentation to the Designated Representative of Sound Transit at the address provided in or pursuant to Section 2.4.
- B. Reimbursements will be paid directly to the City to the attention of the Designated Representative of the City at the address provided in or pursuant to Section 2.4.

**6.0 ADMINISTRATION**

**6.1. Monitoring and Reporting of Progress**

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for the Project. The City shall provide clear, accurate and detailed monthly progress reports to Sound Transit. The City shall work with Sound Transit to further refine its progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's Project control system. The City and Sound Transit

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shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

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

- 6.2.1. 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. In addition, Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.
- 6.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements. The City shall inspect all work performed under this Agreement and ensure that payments requested for reimbursement are eligible under this Agreement.

#### **6.3. Reconciliation**

Both Parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. The Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such work cannot be performed within the estimated budget for the services delivered and work performed. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts. Notwithstanding the above, if the permit approval work performed by DCLU (for which payment is to be on an hourly rate in lieu of value-based

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construction permit fees) exceeds the estimated amount, Sound Transit shall pay the additional charges without further negotiations.

#### **6.4. Availability of Records.**

All project records in support of all costs incurred and actual expenditures kept by the City shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by Sound Transit and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of said records shall be furnished to Sound Transit and/or the Federal government upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Fifth Supplement.

#### **6.5. Audit.**

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this Fifth Supplement or previous Supplements, or with any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this Fifth Supplement or previous supplements.

#### **6.6. Third Party Contract Administration**

Each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party to this Fifth Supplement. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

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## **7.0 DISPUTE RESOLUTION PROCESS**

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

### **7.1. General**

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

### **7.2. Notice of Problem or Dispute and Meeting of Designated Representatives**

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

### **7.3. Meeting of Directors**

In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Executive Director or his/her designee and the Director of the Seattle Department of Transportation or his/her designee shall meet within seven (7) Working Days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

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#### **7.4. Prerequisites to Litigation**

Neither Sound Transit nor the City shall have the right to seek relief under this Fifth Supplement in a court of law until and unless each of the procedural steps specified in Subsections 7.2 and 7.3 have been completed.

### **8.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS.**

#### **8.1. Compliance.**

The City agrees to comply with applicable federal funding requirements of which it is specifically informed, in connection with its receipt of funds from Sound Transit to perform certain tasks under the MOA and its supplements.

#### **8.2. Federal Contract Provisions.**

The work performed by the City's contractors shall comply with federal contract and funding requirements to the extent the City is notified of federal grant requirements and to the extent federal funds are utilized by the City under this Fifth Supplement. All contracts entered into by the City shall include such provisions as required by the Federal Transit Administration ("FTA") to be included in third-party contracts.

### **9.0 EXERCISE OF CITY'S POLICE POWER**

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

### **10.0 PRIORITY FOR STATE OF EMERGENCY SITUATIONS**

The time period required for performance of services under this Fifth Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the

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prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the Party obligated to perform such services; provided, that the Party adversely affected by such condition shall promptly advise the other Party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

#### 11.0 LEGAL RELATIONS

##### 11.1. Indemnification.

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions of the indemnifying Party. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the

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event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party. This indemnification shall survive the expiration or earlier termination of this Agreement.

**11.2. Venue**

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Fifth Supplement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

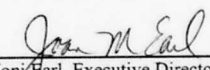
**11.3. Effective Date.**

This Fifth Supplement shall be effective as of September 1, 2003.

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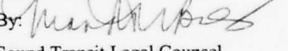
IN WITNESS WHEREOF, each of the Parties hereto has executed this Fifth Supplement by having its authorized representative affix his/her name in the appropriate space below:

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

  
Jon Earl, Executive Director

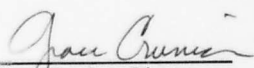
Date: 11/12/03

Approved as to form:

By:   
Sound Transit Legal Counsel

Authorized by Motion: M2003-89

**THE CITY OF SEATTLE**

  
Grace Crunican, Director  
Seattle Department of Transportation

Date: 11/20/03

Authorized by Ordinance 121310

Exhibits: Exhibit 1 Project Schedule  
Exhibit 2 Scope of Work  
Exhibit 3 Budget

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STATE OF WASHINGTON )

) ss. (Acknowledgment for The City of Seattle)

COUNTY OF KING )

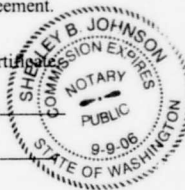
On this 20 day of November, 2003, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature) Shelley B. Johnson

Shelley B. Johnson  
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at Bothell  
My appointment expires 9-9-06.



STATE OF WASHINGTON )

) ss. (Acknowledgment for Sound Transit)

COUNTY OF KING )

On this 15<sup>th</sup> day of November, 2003, before me, personally appeared Joni Earl, to me known to be the Executive Director of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature) Jennifer Belk

Jennifer Belk  
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at Seattle, WA  
My appointment expires 1-29-06.



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## August 11, 2003

[illegible]



August 11, 2003

[illegible]

Exhibit 2

SCOPE OF WORK  
FIFTH SUPPLEMENT

To the April 20, 1998 MOA for Intergovernmental Cooperation between Sound Transit and the  
City of Seattle for the Central Link Light Rail Project

September 2003

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## 1.0 Introduction

This scope of work describes City tasks and deliverables necessary to facilitate Sound Transit's final design and implementation of Link Initial Segment. Under this Supplement, the City agrees to provide project management, expedited design review, recruitment and training of police officers, expedited permit processing, and right-of-way transfer management. The scope of services defined in this Supplement will commence September 1, 2003 and conclude December 31, 2004. Modifications to this Scope of Work may be made by mutual agreement between the Parties.

## 2.0 Scope of Work

### 2.1 Task 1 – Project Management

The City will continue to employ two tiers of project management. The Seattle Transportation's Core Team constitutes the first tier of project management. It is comprised of the City's Program Manager, Assistant Program Manager, Design Review and Permitting Manager, Program Administrator, and consultants. **SDOT's Core Team** will:

- Provide management, oversight and coordination of Project-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate Citywide design review and permitting activities.
- Issue Project Construction Permits as prescribed by Ordinance 119975.
- Facilitate resolution of Project policy and design issues.
- Manage the City's Fifth Supplement budget and administer monthly progress reporting, quarterly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.
- Track and implement the City's Project mitigation commitments.
- Represent the City on the Case Management Group in conjunction with DCLU and Sound Transit to review private property development issues resulting from the Project.

The second tier of management is comprised of managers representing the Seattle Transportation (SDOT), Seattle City Light (SCL), the Department of Design, Construction and Land Use (DCLU), Seattle Public Utilities (SPU), the Department of Parks and Recreation (Parks), the Seattle Fire Department (SFD) and the Seattle Police Department (SPD). These managers coordinate the activities of their departments and represent their departments on all Central Link Light Rail Project (Project) matters. **Departmental Project Managers** will:

- Oversee his/her department's activities as defined in this Fifth Supplement and the companion Construction Services Agreement.
- Ensure that the City has done whatever it reasonably can to help Sound Transit become permit-ready.

- Serve as their department's liaison to Sound Transit.
- Manage resolution of design, permitting, construction and real estate issues.
- Coordinate notification of private utilities about relocation.
- Provide fiscal management of their department's activities.
- Provide procurement assistance, including the development of a preliminary signal prioritization scheme for MLK to support procurement of signal equipment.
- Participate in joint City/Sound Transit committees to further project implementation, including Fire Life Safety Committee, Utilities and Construction Committee, and Permit Management Work Group.
- SCL's project manager will manage the planning and design of electrical transmission and distribution system relocations along the Project alignment.
- SCL's project manager will also coordinate services among SCL's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.
- SFD's Project Manager will participate in development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- SPD's Project Manager will assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs as they relate to Project construction and future operations.
- SPD's Project Manager will promote Crime Prevention through Environmental Design (CPTED) by incorporating the considerations in their review comments.
- SDOT's Project Manager will manage the City design team working on the Chief Sealth Trail Design and coordinate design activity with Sound Transit.
- SDOT's Project Manager will manage the preparation of scope, schedule, and budget estimates for implementing Opticom on Rainier Avenue South.

## 2.2 Task 2 – Design Review

The City of Seattle will review Project design submittals in accordance with the terms and conditions of this Fifth Supplement. City design review activities supporting the final design effort include pre-submittal reviews, identifying and resolving conflicting City comments, and preparing and delivering one set of internally consistent and coordinated City comments to Sound Transit for each submittal.

The specific formal design submittals anticipated for the term of this Agreement are listed below:

- C500 DSTT – 100% submittal

- C520 Pine Street Stub Tunnel – 60% submittal
- C520 Pine Street Stub Tunnel – 90% submittal
- C520 Pine Street Stub Tunnel – 100% submittal
- C710 Beacon Hill Tunnel – 100% submittal
- C720 Beacon Hill East Portal to Walden – 100% submittal
- C735 MLK – 100% submittal
- C755 MLK south of Norfolk – 60% submittal
- C755 MLK south of Norfolk – 90% submittal
- C755 MLK south of Norfolk – 100% submittal
- C802 Signalization – 90% submittal
- C802 Signalization – 100% submittal
- C803 Communications – 90% submittal
- C803 Communications – 100% submittal
- C807 Traction Power – 90% submittal
- C807 Traction Power – 100% submittal

The City will provide a timely review of all submittals for compliance with all applicable current City codes including but not limited to: Uniform Building and Mechanical Codes, Land Use Code, ADA requirements, site drainage, grading, environmentally critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail.

DCLU will incorporate the recommendations of the Seattle Light Rail Review Panel (LRRP) in each formal submittal review. DCLU will also provide consolidated comments on behalf of three City commissions: Design, Planning, and Arts.

### **2.3 Task 3 –Seattle Police Recruitment and Training**

The SPD is required to recruit and train additional officers to accommodate the traffic control, security and safety requirements associated with Project construction. Sound Transit's partial funding of recruiting, training and equipping new officers is budgeted, tracked and invoiced as Task 3.

### **2.4 Task 4 –Private Property Permitting by DCLU**

Sound Transit and the City have recognized a need to provide tailored permitting assistance to private property owners and businesses whose property or business requires DCLU land use and/or building permits to overcome impacts from Project implementation. DCLU staff will provide this permitting assistance through continued participation in the Case Management Group, as well as direct contact with impacted individuals and businesses at the DCLU office.

The budget for Task 4 was established assuming six (6) properties require permits for structural modifications, and fifty (50) businesses require permits for relocations, including permits for tenant improvements.

### **2.5 Task 5 – Sound Transit Permits by DCLU**

DCLU will provide coordinated review of all Sound Transit land use permit applications. DCLU will facilitate resolution of permit issues with other City departments as needed. DCLU will assist Sound Transit with permit submittals to ensure applications are complete.

DCLU staff will work with Sound Transit to identify ways of expediting the permit process for the Project. Regarding the Master Use Permit processes, at a minimum, DCLU will endeavor to meet the following goals:

- Issue all MUP project numbers upon receipt of Address/Records Worksheets.
- Accept Plot Plans with the best available Sound Transit survey description when the Seattle Engineer's Maps lack sufficient information.
- Ensure delivery of Pre-Application Site Visit Request Forms and Plot Plans to the Site Development Desk in a timely manner.
- Issue a Site Inspection Report within 5 to 10 working days upon receipt of the Pre-Application Site Visit Request Form and Plot Plan.
- Endeavor to schedule MUP Intake Appointments within 5 to 10 working days of the request by Sound Transit contingent upon receipt of a completed Site Inspection Report.
- Accept MUP applications at Intake although Plot Plan issues remain unresolved.
- Work with Sound Transit staff and consultants, and legal advisors on resolving Plot Plan issues during the MUP review process to avoid delay in MUP issuance.
- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications;
- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process.
- Issue a MUP decision within four months after the City required public comment period has expired; and
- Provide Sound Transit draft MUP decisions and notices of applications for review prior to publishing.

#### **2.6 Task 6 – Right-of-Way Transfer Review and Coordination**

SDOT will implement the City's responsibilities as established in the intergovernmental Property Acquisition and Transfer Procedures Agreement. Task 6 includes the evaluation of Property Acquisition Proposals and Transfer Proposals, as well as proactive measures to develop SDOT's expectations for the form of right-of-way interest acquired and transferred, and the environmental condition of the property at time of transfer.

Sound Transit is responsible for all due diligence and acquisition activities as established in the Property Acquisition and Transfer Procedures Agreement. Therefore, Task 6 excludes such activities including title research, efforts to resolve special exceptions, environmental investigations and remediation, development of legal descriptions, and preparation of real estate documents.

### **3.0 Assumptions**

#### **3.1 Basis of Scope and Budget Estimate**

The City has developed the proposed scope and budget based on current knowledge of the schedule, Sound Transit's design and permitting progress to date, and the scope of work associated with the Construction Services Agreement and the Utility Undergrounding Agreement.

### 3.2 Assumptions.

In addition to those assumptions stated elsewhere in this Fifth Supplement, the following assumptions have been used in estimating the effort required to provide the Scope of Work.

- These estimates are for work to be performed in direct support of the Project.
- These estimates are for work within the City's jurisdiction (including work on property and facilities owned by the City outside of Seattle).
- Estimates are based on the parties adhering to the definitions of 30%-, 60%-, and 90%-Complete Submittal as outlined in the Fifth Supplement.
- Formal design submittals will transpire in substantial compliance with the schedule provided in Exhibit 1.
- All DCLU permit activities established as Task 5 will conclude before January 1, 2004.
- All SCL design, design review, and construction services, including design of temporary and permanent electric service connections for Sound Transit facilities, are provided through other agreements between the City and Sound Transit.
- Sound Transit will pay the standard permitting fees which will not exceed the hourly rate set in the DCLU Fee Ordinance, except with respect to facilities not in the right-of-way such as the Operations & Maintenance Facility (for which a value-based permit fee shall be charged, based on the square foot values set forth in the most current Building Standards publication, as otherwise noted in the Permitting Manual or as negotiated). Sound Transit shall pay fees for other types of permits according to the DCLU Fee Ordinance, including but not limited to the following. The fees for these permits are not a part of the funding described in this agreement. In all cases, services will be paid for either through DCLU fee ordinance or pursuant to this agreement, but not both.
  - Certain building permits –such as connections from stations to existing buildings, commercial tenants within the stations, and shoring of adjacent existing buildings
  - Electrical permits, including systems facilities
  - Land use permits
  - Noise-related permits
  - Permits at portals to the Beacon Hill Tunnel (pending completion of environmental review to determine appropriate permitting mechanisms)
- The estimated budget for Task 5 is based on the following assumed DCLU permit activities by Contract Section. Sound Transit's *Permit Schedule – Initial Segment Matrix Revision 14* is the source of the outstanding permit activities reflected below. In addition to the permits listed below, DCLU will be issuing electrical permits. DCLU's costs for administering electrical permits will be reimbursed through electrical permit fees.



Contract	Assumed DCLU Permit Activity
500	One MUP for CPS Staging Area
520	Two (2) MUPs for parking and staging areas. One (1) MUP for Stub Tunnel Vent Shaft.
710	Completion of the Noise Variance. Two (2) short plats. Two (2) Lot Boundary Adjustments. One (1) Parking MUP. East Portal MUP. West Portal Short Plat. King County Bus Layover Facility MUP.
720	Short Plat for Bus Layover Facility.
735	Sixteen (16) MUPs. Oreca SW Demo/Staging Area (2302177) Beacon: Wooldridge Demo/Staging (2300415) Henderson TPSS/Demo/Staging (2300441) Othello: New Holly Demo (2206668) Othello Plaza: East Block Demo (2300758, 2301976, 2301977, 2301978) Twelve (12) private property retaining wall permits. Thirty-one (31) early building demolition permits.
810	Maintenance Base MUP. Building Development Permit.

- Staffing resources have been negotiated between the Parties and are calculated as Full Time Equivalents (FTEs). The City has assumed the following FTE levels in preparing the estimated budget.

Resource Function	2003 FTE	2004 FTE
Design Review and Permit Manager	1.00	0.65
Program Administrator/Financial Management	0.25	0.25
Right-of-Way Transfer Coordination	0.60	0.40
Assistant Program Manager	0.85	0.70
SDOT Project Manager	0.25	0.15
SCL Project Manager	1.00	0.50
SPU Project Manager	0.33	0.33
DCLU Project Manager	0.10	0.10
SFD Project Manager	0.25	0.5
SPD Project Manager	0.5	0.5

#### 4.0 Budget and Contingency

The Fifth Supplement to the MoA increases the MoA budget by \$1,346,624 which, as evidenced in Exhibit 3, includes a 10% contingency of \$122,420. The resulting revised total MoA budget amount equals \$15,099,309. Of the total, \$192,500 (\$175,000 plus \$17,500 in contingency) is attributable to the work necessary to accommodate right-of-way widening as established in Task 4 – Private Property Permitting and Task 6 – Right-of-Way Transfer Review and Coordination.

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Fifth  
August 8, 2003

Department  
SDOT/Cor  
SDOT  
SCL  
SPU  
DCLU  
Parks  
Fire  
Police

2003  
2004

Fifth Suppl  
costs for 3

# Fifth Supplement to the MoA for Intergovernmental Cooperation

August 8, 2003

## Exhibit 3 - Budget

Department	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6	
	Project Management		Design Review		Recruitment & Training		Private Property Permitting (DCLU)		Sound Transit Permits (DCLU)		Right-of-Way Transfer Review & Coordination	
	2003	2004	2003	2004	2003	2004	2003	2004	2003	2004	2003	2004
SDOT/Core Team	\$99,782	\$236,594									\$32,000	\$56,000
SDOT	\$15,253	\$28,279	\$23,750	\$10,625								
SCL	\$61,012	\$94,263										
SPU	\$16,356	\$49,068	\$40,000	\$18,125								
DCLU	\$6,101	\$18,853	\$13,750	\$6,250			\$30,000	\$57,000	\$31,079			
Parks	\$5,000	\$16,000	\$2,500									
Fire	\$25,247	\$79,000	\$19,616									
Police	\$14,100	\$44,300			\$74,300							
2003 Task Subtotals:	\$242,851		\$99,616		\$74,300		\$30,000		\$31,079		\$32,000	
2004 Task Subtotals:		\$566,358		\$35,000	\$0		\$57,000		\$0			\$56,000

Fifth Supplement Term: September 1, 2003 through December 31, 2004. The budget estimates shown above for 2003 represent estimated costs for September 1 through December 31, 2003.

2003 Subtotal	\$509,846
2004 Subtotal	\$714,358
Total	\$1,224,204
10% Contingency	\$122,420
Total with Contingency	\$1,346,624

ORDINANCE \_\_\_\_\_

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit; all by a three-fourths vote of the City Council.

WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a Memorandum of Agreement for Intergovernmental Cooperation with Sound Transit regarding Light Rail Development ("MOA"); and

WHEREAS, on October 25, 1999, pursuant to Ordinance 119514, the City executed an agreement with Sound Transit entitled "First Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("First Supplement"); and

WHEREAS, in recognition of Sound Transit's request to continue City staff involvement with respect to not only the design process but also the commencement of construction activities for the Central Link Project, Ordinance 120120, passed on October 9, 2000, authorized the Director of the Strategic Planning Office to execute an agreement with Sound Transit entitled "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("Second Supplement"); and

WHEREAS, due to changes in Sound Transit's budget and schedule, Sound Transit did not execute the Second Supplement authorized by Ordinance 120120; and

WHEREAS, in response to Sound Transit's request for continued City support for the Central Link Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in connection with such work, Ordinance 120363 was passed on May 14, 2001, authorizing execution of the "Third Supplement to Memorandum of Agreement For Intergovernmental Cooperation for the Central Link Light Rail Transit Project"; and

WHEREAS, in response to Sound Transit's request for continued City support for the Central Link Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in connection with such work, Ordinance 120784 was passed on April 22, 2002, authorizing execution of the "Fourth Supplement to MOA for Intergovernmental

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1 Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority  
2 (Sound Transit) and the City of Seattle for the Central Link Light Rail Transit Project"  
3 ("Fourth Supplement"); and

4 WHEREAS, in response to Sound Transit's request for continued City support for the Central  
5 Link Project in exchange for Sound Transit's reimbursement of expenses incurred by the  
6 City in connection with such work, Ordinance 121150 was passed on May 12, 2003,  
7 authorizing an amendment to the Fourth Supplement, extending the term and increasing  
8 the reimbursable budget for the agreement; and

9 WHEREAS, Sound Transit has requested City staff involvement to complete the design review  
10 and permitting process for the Central Link Project, and for limited ongoing program  
11 management services during construction of the Central Link Project, and has agreed to  
12 reimburse the City for its expenses incurred in connection with such work; NOW,  
13 THEREFORE,

14 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

15 Section 1. As requested by the Director of Transportation and recommended by the  
16 Mayor, the Director of Transportation or her designee is hereby authorized to execute, for and on  
17 behalf of the City of Seattle, the "Fifth Supplement to MOA for Intergovernmental Cooperation  
18 (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and  
19 The City of Seattle for the Central Link Light Rail Project" ("Fifth Supplement"), providing for  
20 Sound Transit reimbursement for City services provided in support of the light rail project.

21 Section 2. Funds received from Sound Transit pursuant to the Fifth Supplement shall be  
22 deposited in the Transportation Fund, the Light Fund, the Water Fund, the Drainage and  
23 Wastewater Fund, the Construction and Land Use Fund, the General Subfund, or the Parks  
24 Operating Fund as expenses are incurred by these funds.



Section 3. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriation for the following Lines of Business in the 2003 Budget of the Department of Design, Construction and Land Use is increased as follows:

Fund	Line of Business	Amount
Construction and Land Use Fund (15700)	Land Use Services (U2200)	14,653
Construction and Land Use Fund (15700)	Construction Permit Services (U2300)	55,851
Construction and Land Use Fund (15700)	Construction Inspections (U23A0)	9,122
Construction and Land Use Fund (15700)	Code Compliance (U2400)	1,051
Construction and Land Use Fund (15700)	Planning (U2900)	1,122

Section 4. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriation for the following Line of Business in the 2003 Budget of the Seattle Fire Department is increased as follows:

Fund	Line of Business	Amount
General Subfund (00100)	Prevention (F50)	49,500

Section 5. In order to pay for necessary costs and expenses to be incurred in 2003, but for which insufficient appropriations were made, the appropriation for the following Line of Business in the 2003 Budget of the Seattle Police Department is increased as follows:

Fund	Line of Business	Amount
General Subfund (00100)	Traffic Enforcement Program (P680)	385,582

Unspent funds appropriated in this section shall carry forward to subsequent fiscal years until they are exhausted or abandoned by ordinance.

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths vote of all members of the City Council the \_\_\_\_ day of \_\_\_\_\_, 2003, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
City Clerk

(Seal)



Jon Layzer/jl  
Fifth Supp Ordinance v5 082703  
August 27, 2003  
version 3b

1 Attachment 1: Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998)  
2 Between Central Puget Sound Regional Transit Authority (Sound Transit) and  
3 the City of Seattle for the Central Link Light Rail Project  
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**ATTACHMENT 1**  
**FIFTH SUPPLEMENT TO**  
**MOA FOR INTERGOVERNMENTAL COOPERATION**  
**(APRIL 20, 1998) BETWEEN CENTRAL PUGET SOUND**  
**REGIONAL TRANSIT AUTHORITY**  
**(SOUND TRANSIT) AND THE CITY OF SEATTLE**  
**FOR THE CENTRAL LINK LIGHT RAIL PROJECT**

This Fifth Supplement ("Fifth Supplement") to that certain April 20, 1998 Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("Project") is entered into by and between the Central Puget Sound Regional Transit Authority ("Sound Transit") and The City of Seattle ("City").

**RECITALS**

- A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the parties' common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. The City and Sound Transit have entered into other previous agreements that are related to the Project including:
- An agreement on April 30, 1998 pursuant to which the City provided Geographic Information System ("GIS") products, services, and data to support the activities of Sound Transit ("GIS MOA").
  - The October 25, 1999 First Supplement to Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project ("First Supplement") for 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; and

- The June 8, 2001 Third Supplement (which agreement was a replacement for the unexecuted "Second Supplement to the Memorandum of Agreement for Intergovernmental Cooperation for the Central Link Light Rail Transit Project") and the April 1, 2002 Fourth Supplement to Memorandum of Agreement for Interlocal Governmental Cooperation for services to be provided by the City in three major areas: Public Works, Public Safety, Program Management, and Business and Community Assistance.
  - The parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this Fifth Supplement, including the principles of intergovernmental cooperation; processes for expedited reviews of project documents; expedited processing of requests for permits and other City approvals; and the process for dispute resolution.
- C. The City recognizes that Sound Transit has responsibility for acquisition of property and that the Transit-Oriented Development process is governed by Sound Transit Board policy and state and federal regulations.
- D. As anticipated by the parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This Fifth Supplement, except as otherwise provided herein, shall cover services to be provided by the City in five primary areas: Program and Project Management, Design Review, Police Recruitment and Training, Permitting, and Right-of-Way Transfer Management.
- E. The September 2003 to December 2004 timeframe is a critical period for the Project. Final design on all contracts will be complete and construction of the Project will begin within this timeframe.
- F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is

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responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.

- G. The City of Seattle recognizes that the Central Link Light Rail Transit Project will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.

#### 1.0 DEFINITION OF TERMS

The terms and abbreviations used in this Fifth Supplement and its exhibits shall be defined and/or identified as follows:

- 1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.
- 1.2. "City's Standard Plans and Specifications, 2000 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.3. "Contract Specifications" means the contract-based modifications to Sound Transit's Link Standard Specifications that may be made by Sound Transit or the City through the contract review process.
- 1.4. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at Convention Place with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154<sup>th</sup> Street to be connected by shuttle bus service to Sea-Tac Airport.
- 1.5. "LPA" means Locally Preferred Alternative.
- 1.6. "Link Standard Specifications" means the general specifications specifically entitled "Sound Transit Link Light Rail Project, Standard Specifications for

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Facilities Construction, December 2001" that will be used by Sound Transit in its light rail construction contracts.

- 1.7. "Project" means Sound Transit's proposed light rail system within the City of Seattle, as described in the November 5, 1996 voter-approved *Sound Move, the Ten Year Regional Transit System Plan*, and as further defined in Board Resolution R2001-16, and the associated public works elements that Sound Transit has agreed to undertake through separate written agreement with the City.
- 1.8. "*Sound Move, the Ten Year Regional Transit System Plan*" means the November 5, 1996 voter approved ten-year plan for high capacity transit in the Central Puget Sound Region.
- 1.9. "Working Day" means any calendar day that is not a Saturday, Sunday, a City or a Sound Transit observed holiday.
- 1.10. "Permitting Manual" means the manual developed to help Sound Transit and City staff clarify and apply the permit process, identify which permits are necessary under various circumstances, and describe what is required for permit application submittals.

## 2.0 SCOPE OF THIS FIFTH SUPPLEMENT

### 2.1. Goals and Objectives.

The Parties agree to do the following throughout the Project:

- A. The parties agree to work collaboratively on the Project.
- B. The City shall provide timely services that will enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost effective and timely manner and within the amount budgeted for this Project.
- D. The City shall develop and apply innovative state of the art practices in the delivery of services to facilitate the Project schedule, while addressing the interests of Seattle's business and residential communities within the limitations of Sound Transit's budget.



- E. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.
- F. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of last-minute requirements after the review comment period. Both parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- G. Both parties shall participate in regularly scheduled interdisciplinary coordination meetings to address issues that may affect the Project scope, schedule, budget or the community.
- H. Where appropriate, the City and Sound Transit will document key design related decisions.
- I. To the extent the City is notified of federal grant requirements, the City shall ensure that its performance under this Fifth Supplement is in conformance with the applicable grant requirements including the Federal Transit Administration grant requirements.

## **2.2. Summary of Services under this Fifth Supplement**

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as is necessary for the issuance of permits and approvals by the City as described in Exhibit 2 to this Fifth Supplement, which by this reference is incorporated herein. The City shall also provide in a timely manner its services as are described in Exhibit 2 for the coordination and integration of the public facilities.

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### 2.3. Time of Completion and Schedule

The Project schedule is attached as Exhibit 1. All of the design review and other tasks identified in the Scope of Work attached as Exhibit 2 shall be completed by the end of 2004, unless otherwise agreed by both parties.

### 2.4. Designated Representatives

The Designated Representatives for each party are as follows:

Ahmad Fazel, Director  
Link Light Rail Project  
Sound Transit  
401 S. Jackson Street  
Seattle, Washington 98104  
Phone: (206) 398-5389

Jonathan Layzer, Sound Transit Program Manager  
Seattle Department of Transportation  
700 Fifth Avenue, Suite 3900  
Seattle WA 98104  
Phone: (206) 684-8084

Each of the parties may change its own Designated Representative in such party's discretion, and the party making any such change shall give written notice of such change to the other party.

### 2.5. Responsibilities of Sound Transit

The following services shall be performed by Sound Transit under this Fifth Supplement in support of the Project:

- A. Develop designs, plans and specifications in connection with its construction of the Project, except in the case of designs for City Light utility relocations, which shall be developed by City Light.
- B. Submit its designs, plans and specification to the City for review pursuant to the procedures outlined in this Fifth Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team



- communication/meetings, and the Transit-Oriented Development process as required.
- D. Manage and coordinate its consultants' requests for information from the City.
  - E. Assume responsibility for acquiring all necessary property, easements and rights of entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
  - F. Work with the City to provide notice to private utilities for their relocation.
  - G. Help to staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the Project.

#### **2.6. Responsibilities of the City**

The following services shall be performed by the certain City departments and offices assigned such tasks under this Fifth Supplement in support of the Project:

- A. Organize interdepartmental implementation teams, authorize these teams to expedite review and other timely services to Sound Transit, and work within such interdepartmental review teams to achieve consensus on policy issues.
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.
- C. Provide a confirmation review through the Seattle Department of Transportation 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.
- D. Provide expedited review of Project permit applications through the Department of Design, Construction, and Land Use.
- E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.





- G. Provide program management and financial management of City resources and services.
- H. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both parties.
- I. Provide Sound Transit with timely access to public City records and plans.
- J. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.
- K. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.
- L. Help staff and support the Case Management Review Committee to resolve design issues for persons or entities impacted by the project.
- M. Provide plans and specifications for work to be performed by the City to Sound Transit for its review and comment.

#### **2.7. Specific Tasks to be Performed by Individual City Departments and Offices**

The tasks to be performed by individual City departments and offices and the schedule for completion of these tasks are generally described in Exhibits 1 and 2.

#### **3.0 DESIGN SUBMITTALS**

To ensure uniformity and consistency in the design and review process the parties have agreed to the design completion levels defined below (namely, "30%-Complete Submittal," "60%-Complete Submittal," "90%-Complete Submittal," and "100% - Complete Submittal"), as well as standards and specifications specified in this section. Sound Transit shall work in close cooperation with the City during the preparation of preliminary and final plans for the Project to ensure that, to the greatest extent possible, the objectives identified in the April 20, 1998 MOA and this Fifth Supplement are achieved.



### 3.1. Level of Completion Defined.

Each level of design completion as used in this Fifth Supplement and its Exhibits shall be defined as follows.

- 3.1.1. 30%-Complete Submittal - A submittal that presents the basic concept of the Project, including advanced detail on route alignment; station locations; station functional layouts and preliminary station architectural concepts; existing utilities and proposed major utility line re-locations; traffic lane configurations; structural types, sizes and locations; urban design concepts; new and proposed right-of-way limits; extent of roadway modifications; and other supporting concepts to define the intent of the Project. The submittal will include technical memoranda documenting trade off studies undertaken in support of the proposed design.
- 3.1.2. 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 Project. 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, excepting new design generated in response to 60% comments.)
- 3.1.3. 90%-Complete Submittal - The submittal that includes drawings, special provisions, supplemental technical specifications, geotechnical data, 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 to the City for review at the City's request. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both parties.

- 3.1.4. 100%-Complete Submittal. The submittal that is sufficiently complete for the City's permit approval as confirmed by Seattle Department of Transportation in writing.

### **3.2. City's Standard Plans and Specifications.**

Except as further provided in this subsection, the City's Standard Plans and Specifications, 2000 Edition, shall be used for all Project-related work that either (a) existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2000 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

### **3.3. Deviation from City's Standard Specifications.**

- 3.3.1. The City's Designated Representative or another official designated by the City, may permit, from time to time, a deviation from the requirements of Subsection 3.2 whenever:
- A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
  - B. The City's Designated Representative, or other official designated by the City, has consulted and reached consensus among the head(s) or designated representative(s) of each City department and office that has an interest in the matter; and
  - C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2000 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and



D. If necessary, the City's Designated Representative, or other official designated by the City, has been authorized to grant such permission, which permission shall be expressed in writing by the City's Designated Representative or other official designated by the City, and shall not be used as a precedent for future actions.

3.3.2. If any conflict is discovered between Sound Transit or City work under this Fifth Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this Fifth Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulations; provided that as applied to the work to be completed under this Fifth Supplement, the City's 2000 Standard Plans and Specifications or a deviation authorized pursuant to Section 3.3 shall control in the event of a conflict between the City's 2000 Standard Plans and Specifications and any subsequent revision to the City Standard Plans and Specifications.

#### **3.4. Sound Transit Link Standard Specifications.**

Sound Transit has developed a set of Link Standard Specifications to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modifications of the Link Standard Specifications shall be accomplished by the preparation of Contract Specifications. The City shall review each Contract Specification package as part of the detailed schedule summarized in Exhibit 1. If the City requests modifications to the Link Standard Specifications for a particular contract under review, Sound Transit, in conjunction with the City, shall make a determination whether the proposed modification is made through Contract Specifications.

#### **3.5. Submission and Review of Design Submittals**

3.5.1. To expedite design submittal review and to improve product quality, design review and coordination sessions will be held at least on a bi-weekly



basis throughout the design phase between affected City departments and offices and Sound Transit.

- 3.5.2. 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.

### **3.6. City Review.**

The City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other official designated by the City, for review and comment by various, appropriate City departments and offices. Sound Transit shall submit thirty-five (35) complete copies of each plan package. During 2003 and 2004, the City is scheduled to review plans at the 60%-, 90%- and 100%-Complete Submittal stages, as defined by this Fifth Supplement. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.

### **3.7. For Sound Transit performed work:**

- 3.7.1. Sound Transit or its consultants shall develop the actual design plans and design documents for the Project.
- 3.7.2. The City shall consult Sound Transit in Project design. Sound Transit shall seek input in the early stages of design development.
- 3.7.3. Sound Transit shall establish and provide to the City's Designated Representative a target schedule for submittals as soon as such schedule is available.
- 3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates to ensure that City staff can be reallocated to be dedicated to the expeditious review of



Sound Transit documents. The City Departments shall be notified by the Designated Representative of the anticipated plan submittal dates.

- 3.7.5. Sound Transit shall provide the City with a complete submittal for the work to be done in each construction contract awarded by Sound Transit. If Sound Transit determines that it cannot or is unlikely to meet its anticipated submittal dates, it shall deliver to the City's Designated Representative Sound Transit's revised submittal schedule as soon as possible after any delay is known or suspected.

### **3.8. Immediate Notice of Incomplete or Inadequate Design Submittals**

- 3.8.1. Each party recognizes that the incompleteness or insufficiency of any submittal may result in project delays and require additional expenditures beyond the budgeted amounts for this Project. To quickly correct incomplete submittals, the City's Designated Representative or other official designated by the City shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

### **3.9. City Review Schedule**

- 3.9.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty-five (35) Working Days to review the 30%-, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period, the City shall have forty-five (45) Working Days to review the materials and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.9.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete



such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.

- 3.9.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer working days than provided for in this Fifth Supplement.

**3.10. Resolution of Inconsistencies and Consolidation of City Responses to Design Submittals.**

- 3.10.1. The City's Designated Representative, or other official designated by the City, shall resolve any inconsistencies among review comments by City departments and offices regarding the Project's design submittals prior to the review comments being consolidated and transmitted, in writing, to Sound Transit.

- 3.10.2. The City recognizes that inconsistent review comments usually cause delay, result in added staff time for review, and may result in unnecessary change orders or additional costs to the Project. The City intends to provide consistent review comments. If inconsistent comments are discovered, the City will resolve the inconsistencies immediately upon written notice from Sound Transit. The City will promptly take corrective action to avoid any added costs to Sound Transit as a result of such inconsistencies and avoid providing similar inconsistent comments on future reviews.

**3.11. Sound Transit Response to City Review Comments and Resolution of Issues**

- 3.11.1. The City will submit formal written comments consolidated by Seattle Department of Transportation to Sound Transit for each of the 30%-, 60%-, 90%-Complete Submittals within the timeframe specified in Section 3.9. Sound Transit must address and respond to every written comment



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submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. The Seattle Department of Transportation shall notify Sound Transit in writing when all outstanding design issues have been resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Plan approval is a prerequisite to issuance of the Project Construction Permit by Seattle Department of Transportation under the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975).

- 3.11.2. Sound Transit must submit a one-week advance notice prior to submitting the final 100% - Complete Submittal to Seattle Transportation. Sound Transit will submit three - 1/2 size plan sets for final approval. Seattle Department of Transportation will coordinate a final check of the submittal and will provide written concurrence if the 100% - Complete Submittal has adequately addressed the City comments within 15 Working Days of receiving the three plan sets.
- 3.11.3. When written notice of acceptance of the 100% - Complete Submittal is given to Sound Transit, Seattle Department of Transportation will invite Sound Transit to submit full-size vellums of all the Drawings for signature.
- 3.11.4. The cost associated with generating the Project Construction Permit is based on time and materials, which are reimbursed through this, and



previous, agreements. A final processing/filing fee of \$94.00 will be invoiced for each construction contract's Project Construction Permit.

### **3.12. DCLU Review and Issuance of Permits**

The City and Sound Transit will implement a fast track permit process for DCLU construction and land use approvals. Permit applications to DCLU shall be handled pursuant to the expedited permitting process established by DCLU for handling Sound Transit permit applications.

## **4.0 PROJECT DESIGN TO MINIMIZE IMPACTS**

Certain principles shall be applied by Sound Transit to the greatest extent practicable to achieve certain goals of the City regarding maintenance and operation of the facilities constructed by Sound Transit. These principles are discussed in the following subsections.

### **4.1. Minimize City Maintenance and Operational Costs**

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



#### **4.2. Project Design to Minimize Travel and Access Disruptions**

The Project shall be designed to the greatest extent practical to minimize disruptions to City businesses and residents during construction. To achieve that result, Sound Transit and the City shall work cooperatively with representatives of businesses and neighborhoods affected by the Project. The Project shall also be designed to ensure that:

- 4.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, either by construction being undertaken at varying times of day, in geographic stages, or through other means;
- 4.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access to every business and residence adjacent to the Project construction area, and pedestrian access to each such residence, and to each such business, during its normal business hours, are preserved at all times;
- 4.2.3. Vehicular access for types of vehicles other than those identified in Subsection 4.2.2 to every residence adjacent to the Project construction area is preserved except when construction requirements necessitate the complete blockage thereof; and
- 4.2.4. 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, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

#### **5.0 REIMBURSEMENTS**

##### **5.1. Sound Transit's Maximum Funding Obligation**

Sound Transit's maximum funding obligation under this Fifth Supplement for the reimbursable services described in Exhibit 2 shall be \$1,347,000. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in this section, unless authorization is received from its Board of Directors and upon the

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execution of a new supplement or an amendment of this Fifth Supplement upon such terms and conditions as are approved by the Board. Should estimated costs at any time, for any reason, exceed the amount covered by this Fifth Supplement, the City shall notify Sound Transit without delay.

#### **5.2. Budget**

Sound Transit shall reimburse the City for services delivered and work performed under the scope of work of this Fifth Supplement. The amount set forth above and in the budget provided in Exhibit 3, which is attached to this Fifth Supplement and incorporated herein by reference, reflects the parties' best estimates of the amounts that may be required to accomplish the reimbursable tasks under this Fifth Supplement. Sound Transit and the City recognize that the cost of delivering such services and performing such work have been estimated based on assumptions stated in Exhibit 2 and information from each party, and the parties recognize that the reallocation of effort based on actual needs may be necessary should Sound Transit change planned activities. The City shall endeavor to manage the expenditures of departments and offices engaged in work under this Fifth Supplement so that the maximum obligation of Sound Transit is not exceeded.

#### **5.3. Reimbursement of City Costs.**

##### **5.3.1. Principles for Determining Eligible Reimbursable Costs.**

The following principles shall be applied to determine what costs are reimbursable by Sound Transit.

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add "essential value" to the Project.
- Tasks and the deliverable or product must be clearly described in writing.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).



- Tasks indirectly related to implementing the Link Light Rail Project may be encouraged/supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements, that the City would normally perform without charge.

#### 5.4. Reallocation of Unexpended Funds

Funds not expended by Sound Transit during the period of this Fifth Supplement may be reallocated by Sound Transit to additional Central Link Light Rail Project activities as defined in future supplements or agreements.

#### 5.5. Approval of Excess Expenditures

Sound Transit and the City agree to the following rules for increases in Task Budgets:

- The City may expend up to the estimated cost of each budgeted Task delineated in Exhibit 3.
- As a condition of payment of any costs in excess of the amount shown for any of the budgeted Tasks provided in Exhibit 3, written approval shall be requested by the City in a timely fashion, and approval or disapproval shall be provided by Sound Transit in writing. Written approval must be granted before the excess costs are incurred.
- If unforeseen circumstances cause the projected total cost to exceed the total cost of any Task, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- Upon receipt of notice from the City regarding unanticipated costs or cost

increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) re-adjust the scope of work, or (3) authorize the use of contingency amounts budgeted for this Fifth Supplement. Any expenditures that exceed the maximum amount authorized for this Fifth Supplement shall require further authorization by Sound Transit's Board of Directors.

#### **5.6. Invoicing by City**

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

#### **5.7. Reimbursement by Sound Transit**

Quarterly reimbursements for eligible expenditures under this Fifth Supplement shall be made upon the satisfactory completion of the work. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting requests for reimbursement to Sound Transit in accordance with the procedures in this Subsection and any other applicable regulations provided to the City's Designated Representative. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of its approval of a request for reimbursement of completed work.

All reimbursements shall be made under the following procedures:

- 5.7.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work submitted shall be reasonably certified as acceptable by Sound Transit before final payment.
- 5.7.2. To be entitled to reimbursement for the satisfactory performance of the activities identified in this Agreement, the City must provide documentation of all expenses eligible for reimbursement to Sound Transit as required by this Fifth Supplement or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and

proper completion of the reports or documents as may be required under this Fifth Supplement.

- 5.7.3. The City shall supply to Sound Transit an invoice of costs incurred for the period and progress reports for each department including departmental costs in total and by category and a description of work performed.
- 5.7.4. Invoices shall bear the name and address of the City's Designated Representative, and reference this Fifth Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Fifth Supplement. Invoices shall be properly completed and accompanied with documentation as required by Sound Transit.

#### **5.8. Addresses for Invoicing and Reimbursement.**

- A. To secure payment the City shall submit all invoices, required reports, and documentation to the Designated Representative of Sound Transit at the address provided in or pursuant to Section 2.4.
- B. Reimbursements will be paid directly to the City to the attention of the Designated Representative of the City at the address provided in or pursuant to Section 2.4.

### **6.0 ADMINISTRATION**

#### **6.1. Monitoring and Reporting of Progress**

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work and budget for the Project. The City shall provide clear, accurate and detailed monthly progress reports to Sound Transit. The City shall work with Sound Transit to further refine its progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's Project control system. The City and Sound Transit



shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

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

- 6.2.1. 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. In addition, Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.
- 6.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's funding requirements. The City shall inspect all work performed under this Agreement and ensure that payments requested for reimbursement are eligible under this Agreement.

#### **6.3. Reconciliation**

Both parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. The Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such work cannot be performed within the estimated budget for the services delivered and work performed. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts. Notwithstanding the above, if the permit approval work performed by DCLU (for which payment is to be on an hourly rate in lieu of value-based

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construction permit fees) exceeds the estimated amount, Sound Transit shall pay the additional charges without further negotiations.

#### **6.4. Availability of Records.**

All project records in support of all costs incurred and actual expenditures kept by the City shall be maintained in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable Federal funding agencies. The records shall be open to inspection by Sound Transit and the Federal government during normal business hours, and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the City. Copies of said records shall be furnished to Sound Transit and/or the Federal government upon request. This requirement shall be included in all subcontracts related to the work entered into by the City to fulfill the terms of this Fifth Supplement.

#### **6.5. Audit.**

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this Fifth Supplement or previous Supplements, or with any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this Fifth Supplement or previous supplements.

#### **6.6. Third Party Contract Administration**

Each party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the party. In no event shall any contract executed by a party be construed as obligating the other party to this Fifth Supplement. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

## **7.0 DISPUTE RESOLUTION PROCESS**

The parties remain committed to resolving issues cooperatively, expeditiously, and at the lowest possible staff level. However, as provided for in the April 10, 1998 MOA, the following is the agreed upon process for dispute resolution:

### **7.1. General**

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

### **7.2. Notice of Problem or Dispute and Meeting of Designated Representatives**

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

### **7.3. Meeting of Directors**

In the event the Designated Representatives cannot resolve a dispute (and that dispute is not subject to some other formal appeal process), the Sound Transit Executive Director or his/her designee and the Director of the Seattle Department of Transportation or his/her designee shall meet within seven (7) Working Days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.



#### **7.4. Prerequisites to Litigation**

Neither Sound Transit nor the City shall have the right to seek relief under this Fifth Supplement in a court of law until and unless each of the procedural steps specified in Subsections 7.2 and 7.3 have been completed.

#### **8.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS.**

##### **8.1. Compliance.**

The City agrees to comply with applicable federal funding requirements of which it is specifically informed, in connection with its receipt of funds from Sound Transit to perform certain tasks under the MOA and its supplements.

##### **8.2. Federal Contract Provisions.**

The work performed by the City's contractors shall comply with federal contract and funding requirements to the extent the City is notified of federal grant requirements and to the extent federal funds are utilized by the City under this Fifth Supplement. All contracts entered into by the City shall include such provisions as required by the Federal Transit Administration ("FTA") to be included in third-party contracts.

#### **9.0 EXERCISE OF CITY'S POLICE POWER**

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

#### **10.0 PRIORITY FOR STATE OF EMERGENCY SITUATIONS**

The time period required for performance of services under this Fifth Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the

prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the party obligated to perform such services; provided, that the party adversely affected by such condition shall promptly advise the other party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

#### 11.0 LEGAL RELATIONS

##### 11.1. Indemnification.

To the extent permitted by law, each party to this Agreement shall protect, defend, indemnify, and save harmless the other party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to any negligent acts or omissions of the indemnifying party. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification. Where such claims, suits, or actions result from concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying party upon prompt notice from the other party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. In the event that any party

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incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing party. This indemnification shall survive the expiration or earlier termination of this Agreement.

**11.2. Venue**

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Fifth Supplement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

**11.3. Effective Date.**

This Fifth Supplement shall be effective as of September 1, 2003.

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

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

\_\_\_\_\_  
Joni Earl, Executive Director

Date:

Approved as to form:

By:

Sound Transit Legal Counsel

Authorized by Motion:

Attachments: Exhibit 1 Project Schedule  
Exhibit 2 Scope of Work  
Exhibit 3 Budget

**THE CITY OF SEATTLE**

\_\_\_\_\_  
Grace Crunican, Director  
Seattle Department of Transportation

Date:

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

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STATE OF WASHINGTON )

) ss. (Acknowledgment for The City of Seattle)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature)

(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

STATE OF WASHINGTON )

) ss. (Acknowledgment for Sound Transit)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, personally appeared Joni Earl, to me known to be the Executive Director of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of such entity for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature)

(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

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Exhibit 2

SCOPE OF WORK  
FIFTH SUPPLEMENT AMENDMENT

To the April 20, 1998 MOA for Intergovernmental Cooperation between Sound Transit and the  
City of Seattle for the Central Link Light Rail Project

August 2003

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## 1.0 Introduction

This scope of work describes City tasks and deliverables necessary to facilitate Sound Transit's final design and implementation of Link Initial Segment. Under this Supplement, the City agrees to provide project management, expedited design review, recruitment and training of police officers, expedited permit processing, and right-of-way transfer management. The scope of services defined in this Supplement will commence September 1, 2003 and conclude December 31, 2004. Modifications to this Scope of Work may be made by mutual agreement between the Parties.

## 2.0 Scope of Work

### 2.1 Task 1 – Project Management

The City will continue to employ two tiers of project management. The Seattle Transportation's Core Team constitutes the first tier of project management. It is comprised of the City's Program Manager, Assistant Program Manager, Design Review and Permitting Manager, Program Administrator, and consultants. **SDOT's Core Team** will:

- Provide management, oversight and coordination of Project-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate Citywide design review and permitting activities.
- Issue Project Construction Permits as prescribed by Ordinance 119975.
- Facilitate resolution of Project policy and design issues.
- Manage the City's Fifth Supplement budget and administer monthly progress reporting, quarterly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.
- Track and implement the City's Project mitigation commitments.
- Represent the City on the Case Management Group in conjunction with DCLU and Sound Transit to review private property development issues resulting from the Project.

The second tier of management is comprised of managers representing the Seattle Transportation (SDOT), Seattle City Light (SCL), the Department of Design, Construction and Land Use (DCLU), Seattle Public Utilities (SPU), the Department of Parks and Recreation (Parks), the Seattle Fire Department (SFD) and the Seattle Police Department. These managers coordinate the activities of their department and represent their department on all Central Link Light Rail Project (Project) matters.

**Departmental Project Managers** will:

- Oversee his/her department's activities as defined in this Fifth Supplement and the companion Construction Services Agreement.

- Ensure that the City has done whatever it reasonably can to help Sound Transit become permit-ready.
- Serve as their department's liaison to Sound Transit.
- Manage resolution of design, permitting, construction and real estate issues.
- Coordinate notification of private utilities about relocation; and provide ongoing support to
- Provide fiscal management of their department's activities.
- Provide procurement assistance, including the development of a preliminary signal prioritization scheme for MLK to support procurement of signal equipment.
- Participate in joint City/Sound Transit committees to further project implementation, including Fire Life Safety Committee, Utilities and Construction Committee, and Permit Management Work Group.
- SCL's manager will manage the planning and design of electrical transmission and distribution system relocations along the Project alignment.
- SCL's project managers will also coordinate services among SCL's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.
- SFD's Project Manager will participate in development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- SPD's Project Manager will assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs as they relate to Project construction and future operations.
- Manage the City design team working on the Chief Sealth Trail Design and coordinate design activity with Sound Transit.
- Prepare scope, schedule, and budget estimates for implementing opticom on Rainier Avenue South.

## 2.2 Task 2 – Design Review

The City of Seattle will review Project design submittals in accordance with the terms and conditions of this Fifth Supplement. City design review activities supporting the final design effort include pre-submittal reviews, identifying and resolving conflicting City comments, and preparing and delivering one set of internally consistent and coordinated City comments to Sound Transit for each submittal.

The specific formal design submittals anticipated for the term of this Agreement are listed below:

- C500 DSTT – 100% submittal
- C520 Pine Street Stub Tunnel – 60% submittal



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- C520 Pine Street Stub Tunnel – 90% submittal
- C520 Pine Street Stub Tunnel – 100% submittal
- C710 Beacon Hill Tunnel – 100% submittal
- C720 Beacon Hill East Portal to Walden – 100% submittal
- C735 MLK – 100% submittal
- C755 MLK south of Norfolk – 60% submittal
- C755 MLK south of Norfolk – 90% submittal
- C755 MLK south of Norfolk – 100% submittal
- C802 Signalization – 90% submittal
- C802 Signalization – 100% submittal
- C803 Communications – 90% submittal
- C803 Communications – 100% submittal
- C807 Traction Power – 90% submittal
- C807 Traction Power – 100% submittal

The City will provide a timely review of all submittals for compliance with all applicable current City codes including but not limited to: Uniform Building and Mechanical Codes, Land Use Code, ADA requirements, site drainage, grading, environmentally critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail.

DCLU will incorporate the recommendations of the Seattle Light Rail Review Panel (LRRP) in each formal submittal review. DCLU will also provide consolidated comments on behalf of three City commissions: Design, Planning, and Arts.

The SPD will promote Crime Prevention through Environmental Design (CPTED) by incorporating the considerations in their review comments.

### **2.3 Task 3 –Seattle Police Recruitment and Training**

The SPD is required to recruit and train additional officers to accommodate the traffic control, security and safety requirements associated with Project construction. Sound Transit's partial funding of recruiting, training and equipping new officers is budgeted, tracked and invoiced as Task 3.

### **2.4 Task 4 –Private Property Permitting by DCLU**

Sound Transit and the City have recognized a need to provide tailored permitting assistance to private property owners and businesses whose property or business requires DCLU land use and/or building permits to overcome impacts from Project implementation. DCLU staff will provide this permitting assistance through continued participation in the Case Management Group, as well as direct contact with impacted individuals and businesses at the DCLU office.

The budget for Task 4 was established assuming six (6) properties require permits for structural modifications, and fifty (50) businesses require permits for relocations, including permits for tenant improvements.

### **2.5 Task 5 – Sound Transit Permits by DCLU**



DCLU will provide coordinated review of all Sound Transit land use permit applications. Facilitate resolution of permit issues with other City departments as needed. Assist Sound Transit with permit submittals to ensure applications are complete.

DCLU staff will work with Sound Transit to identify ways of expediting the permit process for the Project. Regarding the Master Use Permit processes, at a minimum, DCLU will endeavor to meet the following goals:

- Issue all MUP project numbers upon receipt of Address/Records Worksheets.
- Accept Plot Plans with the best available Sound Transit survey description when the Seattle Engineer's Maps lack sufficient information.
- Ensure delivery of Pre-Application Site Visit Request Forms and Plot Plans to the Site Development Desk in a timely manner.
- Issue a Site Inspection Report within 5 to 10 working days upon receipt of the Pre-Application Site Visit Request Form and Plot Plan.
- Endeavor to schedule MUP Intake Appointments within 5 to 10 working days of the request by Sound Transit contingent upon receipt of a completed Site Inspection Report.
- Accept MUP applications at Intake although Plot Plan issues remain unresolved.
- Work with Sound Transit staff and consultants, and legal advisors on resolving Plot Plan issues during the MUP review process to avoid delay in MUP issuance.
- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications;
- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process.
- Issue a MUP decision within four months after the City required public comment period has expired; and
- Provide Sound Transit draft MUP decisions and notices of applications for review prior to publishing.

#### **2.6 Task 6 – Right-of-Way Transfer Review and Coordination**

SDOT will implement the City's responsibilities as established in the intergovernmental Property Acquisition and Transfer Procedures Agreement. Task 6 includes the evaluation of Property Acquisition Proposals and Transfer Proposals, as well as proactive measures to develop SDOT's expectations for the form of right-of-way interest acquired and transferred, and the environmental condition of the property at time of transfer.

Sound Transit is responsible for all due diligence and acquisition activities as established in the Property Acquisition and Transfer Procedures Agreement. Therefore, Task 6 excludes such activities including title research, efforts to resolve special exceptions, environmental investigations and remediation, development of legal descriptions, and preparation of real estate documents.

### **3.0 Assumptions**

#### **3.1 Basis of Scope and Budget Estimate**



The City has developed the proposed scope and budget based on current knowledge of the schedule, Sound Transit's design and permitting progress to date, and the scope of work associated with the Construction Services Agreement and the Utility Undergrounding Agreement.

### 3.2 Assumptions.

In addition to those assumptions state elsewhere in this Fifth Supplement, the following assumptions have been used in estimating the effort required to provide the Scope of Work.

- These estimates are for work to be performed in direct support of the Project.
- These estimates are for work within the City's jurisdiction.
- Estimates are based on the parties adhering to the definitions of 30%-, 60%-, and 90%-Complete Submittal as outlined in the Fifth Supplement.
- Formal design submittals will transpire in substantial compliance with the schedule provided in Exhibit 1.
- All DCLU permit activities established as Task 5 will conclude before January 1, 2004.
- All SCL design, design review, and construction services, including design of temporary and permanent electric service connections for Sound Transit facilities, are provided through other agreements between the City and Sound Transit.
- Sound Transit will pay the standard permitting fees which will not exceed the hourly rate set in the DCLU Fee Ordinance, except with respect to facilities not in the right-of-way such as the Operations & Maintenance Facility (for which a value-based permit fee shall be charged, based on the square foot values set forth in the most current Building Standards publication, as otherwise noted in the Permitting Manual or as negotiated). Sound Transit shall pay fees for other types of permits according to the DCLU Fee Ordinance, including but not limited to the following. The fees for these permits are not a part of the funding described in this agreement. In all cases, services will be paid for either through DCLU fee ordinance or pursuant to this agreement, but not both.
  - Certain building permits—such as connections from stations to existing buildings, commercial tenants within the stations, and shoring of adjacent existing buildings
  - Electrical permits, including systems facilities
  - Land use permits
  - Noise-related permits
- The estimated budget for Task 5 is based on the following assumed DCLU permit activities by Contract Section. Sound Transit's *Permit Schedule - Initial Segment Matrix Revision 14* is the source of the outstanding permit activities reflected below. In addition to the permits listed below, DCLU will be issuing electrical permits. DCLU's costs for administering electrical permits will be reimbursed through electrical permit fees.

Contract	Assumed DCLU Permit Activity
500	One MUP for CPS Staging Area

Exhibit 2 – Fifth Supplement Scope of Work  
August 2003

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520	Two (2) MUPs for parking and staging areas. One (1) MUP for Stub Tunnel Vent Shaft.
710	Completion of the Noise Variance. Two (2) short plats. Two (2) Lot Boundary Adjustments. One (1) Parking MUP. East Portal MUP. West Portal Short Plat. King County Bus Layover Facility MUP.
720	Short Plat for Bus Layover Facility.
735	Sixteen (16) MUPs. Orcas SW Demo/Staging Area (2302177) Beacon: Wooldridge Demo/Staging (2300415) Henderson TPSS/Demo/Staging (2300441) Othello: New Holly Demo (2206668) Othello Plaza: East Block Demo (2300758, 2301976, 2301977, 2301978) Twelve (12) private property retaining wall permits. Thirty-one (31) early building demolition permits.
810	Maintenance Base MUP. Building Development Permit.

- Staffing resources have been negotiated between the Parties and are calculated as Full Time Equivalents (FTEs). The City has assumed the following FTE levels in preparing the estimated budget.

Resource Function	2003 FTE	2004 FTE
Design Review and Permit Manager	1.00	0.65
Program Administrator/Financial Management	0.25	0.25
Right-of-Way Transfer Coordination	0.60	0.40
Assistant Program Manager	0.85	0.70
SDOT Project Manager	0.25	0.15
SCL Project Manager	1.00	0.50
SPU Project Manager	0.33	0.33
DCLU Project Manager	0.10	0.10
SFD Project Manager	0.25	0.5
SPD Project Manager	0.5	0.5

#### 4.0 Budget and Contingency

The Fifth Supplement to the MoA increase the MoA budget by \$1,346,624 which, as evidenced in Exhibit 3, includes a 10% contingency of \$122,420. The resulting revised total MoA budget amount equals \$15,099,309. Of the total, \$192,500 (\$175,000 plus \$17,500 in contingency) is attributable to the work necessary to accommodate right-of-way widening as established in Task 4 – Private Property Permitting and Task 6 – Right-of-Way Transfer Review and Coordination.



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Form revised August 4, 2003

#### **FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Transportation	Jon Layzer/684-8084	Susan Cole/684-8894

**Legislation Title:**

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, and Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit; all by a three-fourths vote of the City Council.

• **Summary of the Legislation:**

This legislation authorizes a Fifth Supplement to the Memorandum of Agreement with Sound Transit for the provision of, and Sound Transit reimbursement for, City services for completion of design review and permitting, and for continuing program management associated with construction of Sound Transit's Central Link Light Rail Project. This Agreement provides for reimbursement of most City services not covered by the Construction Services Agreement, under review by Council at the same time. This Supplement continues the Memorandum of Agreement through December 2004, adjusting scope and budget to reflect continued progress on the project

• **Background:** (Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):

The City has entered into a series of agreements with Sound Transit beginning with an initial Memorandum of Agreement in April of 1998 (Ordinance 118927). That agreement provided \$2.5 million for station area planning and implementation to be fully reimbursed by Sound Transit. The First Supplement to the MOA was executed in October of 1999 (Ordinance 119514). It provided \$4.9 million for design review and permitting, also to be fully reimbursed by Sound Transit.

The Second Supplement (Ordinance 120120) was to cover 2001 and 2002 activities and was developed in conjunction with the 2001/2002 City budget. It was approved by the City Council but not by the Sound Transit Board, due to significant changes in the Sound Transit budget and workplan. Thus the Second Supplement was never executed. The City used unexpended funds from the previous two agreements to continue to support a reduced demand for services from Sound Transit. In the absence of execution of the Second Supplement, Ordinance 120277 was passed by the

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City Council in February of 2001. It reallocated \$1.7 million of unspent funds from prior agreements among departments for interim funding until a new agreement could be negotiated.

The Third Supplement was approved by the City Council on May 14, 2001 and was intended to provide a reduced level of funding for City services to Sound Transit while the agency reevaluated its project and budget. That agreement was for \$1.6 million and was executed on June 8, 2001 (Ordinance 120363). Due to a lower than expected demand for services, the City was able to extend funding from the Third Supplement through March of 2002. The extended timeline was authorized through another interim spending plan, which was authorized by the City Council in December of 2001 (Ordinance 120698). Additionally, Ordinance 120698 redistributed budget authority that remained from the Third Supplement in accordance with a spending plan that was agreed to by the participating departments. This spending plan continued to support City activities through the first quarter of 2002. Sound Transit authorized continued use of unspent funds still available under the Third Supplement through a letter of approval, which use was specifically allowed in Section IV.C. of the First Supplement.

The Fourth Supplement was approved on April 22, 2002 (Ordinance 120784) and was extended on May 12, 2003 (Ordinance 121150), providing for the continuation of the City's partnership with Sound Transit. The Fourth Supplement has been administered using the same method as approved through the First Supplement, which involved the use of a single point of contact for performance reporting and invoicing system. Seattle Transportation has coordinated reimbursements for all departments, providing quarterly invoices and monthly progress reports to Sound Transit, and developing interdepartmental agreements with the participating departments outlining tracking and reporting procedures. Seattle Transportation has managed the general project budget and ensured that participating department costs are within budget and match the scope of the agreement.

City staff have worked with Sound Transit to clarify the scope, schedule, and budget for City services through the completion of the Central Link Light Rail Initial Segment construction in 2009. A separate Construction Services Agreement covers the scope of City reimbursable services for services directly related to the construction of the Central Link project during that time period. This Fifth Supplement to the original MOA provides for City services related to completion of the design review and permitting phases of the Central Link project, and limited ongoing program management expenses associated with the construction phase of the Central Link project.

- Please check one of the following:

       **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

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**X This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:** (Please only reflect the dollar amount actually appropriated by this legislation.)

Fund Name and Number	Department	Budget Control Level*	2003 Appropriation	2004 Anticipated Appropriation
Construction and Land Use Fund (15700)	DCLU	Land Use Services (U2200)	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Construction Permit Services (U2300)	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Construction Inspections (U23A0)	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Code Compliance (U2400)	1,051	0
Construction and Land Use Fund (15700)	DCLU	Planning	1,112	0
General Subfund (00100)	Fire	Prevention (F50)	49,500	83,600
General Subfund (00100)	Police	Traffic Enforcement Program (P680)	385,582	44,300
Drainage and Wastewater Fund (44010)	SPU	General Expense	0	67,193
<b>TOTAL</b>			<b>516,871</b>	<b>277,259</b>

\* This is line of business for operating budgets, and program or project for capital improvements

**Notes:**

No new appropriation is requested for Seattle Transportation, Seattle City Light or Seattle Department of Parks and Recreation. All work in the Fifth Supplement for 2003 for these departments is to be carried out with existing appropriations.

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**Anticipated Revenue/Reimbursement: Resulting From This Legislation:**

<b>Fund Name and Number</b>	<b>Department</b>	<b>Revenue Source</b>	<b>2003 Revenue</b>	<b>2004 Revenue</b>
Transportation Operating Subfund (10310)	Seattle Transportation	Sound Transit	172,270	331,498
Light Fund (41000)	Seattle City Light	Sound Transit	61,012	94,263
Drainage and Wastewater Fund (44010)	SPU	Sound Transit	58,856	67,193
Construction and Land Use Fund (15700)	DCLU	Sound Transit	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Sound Transit	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Sound Transit	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Sound Transit	1,051	0
Construction and Land Use Fund (15700)	DCLU	Sound Transit	1,112	0
General Subfund (00100)	Fire	Sound Transit	49,500	83,600
General Subfund (00100)	Police	Sound Transit	88,395*	44,300
Parks Operating Fund (10200)	Parks	Sound Transit	5,000	16,000
<b>TOTAL</b>			<b>516,822</b>	<b>719,020</b>

**Notes:**

All expenses incurred pursuant to the Fifth Supplement will be reimbursed by Sound Transit, except for a portion of the expenses in the General Subfund, Police Department, for recruitment, training, and equipment for new police officers (see \* below). Twenty (20) percent of these expenses shall be reimbursed by Sound Transit based on an estimated five year project construction period, or roughly 20 percent of the total duration of a police officer's employment with the City.

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:**

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No changes to position authority are proposed.

• **Do positions sunset in the future?** (If yes, identify sunset date):

All positions created in response to Sound Transit funding will continue only while funded by Sound Transit and will be abrogated or explicitly converted to other funding sources as soon as the Sound Transit funding ceases.

Positions created under previous legislation shall continue until Sound Transit funding is no longer available, at which time positions shall either be abrogated, or explicitly converted to other funding sources. Within departments for which positions have been created, staffing related to the Sound Transit light rail project continues to exceed the number of positions created.

**Spending/Cash Flow:** (Please complete this section only in those cases where part or all of the funds will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects.)

Fund Name and Number	Department	Budget Control Level*	2003 Expenditures	2004 Anticipated Expenditures
Transportation Operating Subfund (10310)	Seattle Transportation	Transportation Policy & Planning (18310)	172,270	331,498
Light Fund (41000)	Seattle City Light	SCL - CIP Project #8204	61,012	94,263
Drainage and Wastewater Fund (44010)	SPU	General Expense	58,856	67,193
Construction and Land Use Fund (15700)	DCLU	Land Use Services (U2200)	14,653	12,680
Construction and Land Use Fund (15700)	DCLU	Construction Permit Services (U2300)	55,851	50,601
Construction and Land Use Fund (15700)	DCLU	Construction Inspections (U23A0)	9,122	18,885
Construction and Land Use Fund (15700)	DCLU	Code Compliance (U2400)	1,051	0
Construction and Land Use Fund (15700)	DCLU	Planning	1,112	0
General Subfund (00100)	Fire	Prevention (F50)	49,500	83,600
General Subfund	Police	Traffic	385,582	44,300





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(00100)		Enforcement Program (P680)		
Parks Operating Fund (10200)	Parks	Capital Projects (K3700)	5,000	16,000
<b>TOTAL</b>			<b>814,009</b>	<b>719,020</b>

\* This is line of business for operating budgets, and program or project for capital improvements

**Notes:**

This chart shows expenditure estimates for September through December 2003. For September through December 2003, work by Seattle Transportation, Seattle City Light and Seattle Department of Parks and Recreation will be carried out under existing budget authority for those departments; all other department work will be carried out under the new appropriation within each department.

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

Without this legislation, some or all of the financial cost associated with the legislation could be incurred by City departments without authority to seek reimbursement from Sound Transit.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

No reasonable alternatives have been identified.

- **Is the legislation subject to public hearing requirements?** (If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)

No

- **Other Issues** (including long-term implications of the legislation):

The City continues to seek full reimbursement for expenses incurred related to Sound Transit's light rail project. Continuing unreimbursed expenses for the City related to Sound Transit are limited to a single Sound Transit Program Manager position in SDOT, and management expenses within affected departments that are not recovered through indirect or overhead charges.

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STATE OF WASHINGTON - KING COUNTY

--SS.

164577  
City of Seattle, Clerk's Office

No. TITLE ONLY

**Affidavit of Publication**

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

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

CT:121310-312&121314

was published on

10/28/2003



Jennifer Potapals  
Subscribed and sworn to before me on  
10/28/2003  
Melissa Dowd  
Notary public for the State of Washington,  
residing in Seattle

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State of Washington, King County

**City of Seattle**

**TITLE-ONLY PUBLICATION**

The full text of the following ordinances, passed by the City Council on October 12, 2003, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

**ORDINANCE NO. 121314**

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

**ORDINANCE NO. 121312**

AN ORDINANCE relating to the Central Puget Sound Regional Transit

Authority ("Sound Transit"), authorizing execution of the "Sound Transit/City of Seattle Construction Services Agreement", and accepting funds from Sound Transit.

**ORDINANCE NO. 121311**

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"), authorizing execution of a Memorandum of Agreement Between Sound Transit and the City of Seattle for Undergrounding of Overhead Utilities Along Martin Luther King, Jr. Way South.

**ORDINANCE NO. 121310**

AN ORDINANCE relating to the Central Puget Sound Regional Transit

Authority ("Sound Transit"), authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project", making reimbursable appropriations in the 2003 budgets of Seattle Transportation, Department of Design, Construction and Land Use, Seattle Fire Department, Seattle Police Department, and Department of Parks and Recreation; and accepting funds from Sound Transit, all by a

three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, October 28, 2003.

10-28(164577)

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