

ORDINANCE No. 118067

Law Department

COUNCIL BILL No. 111169

The City of Seattle--

AN ORDINANCE relating to the Downtown Concert Hall Project, authorizing execution of an agreement with King County and the Seattle Symphony Orchestra regarding the closure of the existing temporary bus tunnel entrance and the development of a new bus tunnel entrance from Second Avenue, and upon a three-fourths vote of the City Council, making an appropriation of funds to pay certain utility relocation costs in connection therewith, and to fund the emergency shelter.

REPORT OF COM

Honorable President:

Your Committee on _____

to which was referred the within Council Bill No: _____ report that we have considered the same and respectfully recom

3/27/96 Parks Public Grounds

Full Council

STIP

COMPROLLER FILE No. _____

Introduced: <u>MAR 2 5 1996</u>	By: <u>DONALDSON</u>
Referred: <u>MAR 2 5 1996</u>	To: <u>PARKS, PUBLIC GROUNDS AND RECREATION COMMITTEE</u>
Referred:	To:
Referred:	To:
Reported: <u>APR 1 - 1996</u>	Second Reading: <u>APR 1 - 1996</u>
Third Reading: <u>APR 1 - 1996</u>	Signed: <u>APR 1 - 1996</u>
Presented to Mayor: <u>APR 2 - 1996</u>	Approved: <u>APR 9 1996</u>
Returned to City Clerk: <u>APR 9 1996</u>	Published: <i>ittle</i>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:



Committee

Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Our Committee on _____

_____ which was referred the within Council Bill No. _____

report that we have considered the same and respectfully recommend that the same:

3/27/96 Parks Public Grounds & Recreation 3-0 Do Pass

Full Committee Vote 9-0

FILE

Committee Chair

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ORDINANCE

118069

AN ORDINANCE relating to the downtown Concert Hall Project; authorizing execution of an agreement with King County and the Seattle Symphony Orchestra regarding the closure of the existing temporary bus tunnel entrance and the development of a new bus tunnel entrance from Second Avenue; and upon a three-fourths vote of the City Council, making an appropriation of funds to pay certain utility relocation costs in connection therewith, and declaring the emergency therefor.

WHEREAS, the existing, temporary bus tunnel entrance must be closed to allow safe demolition of the adjoining Jones Building; and

WHEREAS, site preparation and shoring work is to be undertaken in the near future by or on behalf of the Seattle Symphony Orchestra (hereinafter, the "SSO") in connection with the development of "Benaroya Hall," the proposed downtown Concert Hall for the SSO, pursuant to the Master Agreement, Design Agreement, and Construction Agreement between the SSO and City that was authorized by Ordinance 117855; and

WHEREAS, the site of Benaroya Hall includes the "Marathon Block," which the City purchased from Marathon U.S. Realities, Inc. (hereinafter "Marathon") pursuant to a Real Estate Purchase & Sale Agreement the execution of which was authorized by Ordinance 117352; and

WHEREAS, under said Real Estate Purchase & Sale Agreement, the City assumed all financial obligations that Marathon had to the Municipality of Metropolitan Seattle (hereinafter "METRO") under a January 1988 "Transit Station Entrance Easement Agreement" and a February 29, 1988 "Transit Station Entrance Surface Easement & Temporary Construction Easement Agreement," as modified by a May 25, 1989 letter agreement clarifying the amount that Marathon or its successor(s) must pay METRO as reimbursement for certain utility relocation costs; and

WHEREAS, King County has succeeded to the interests of METRO; and

WHEREAS, under §3(c) of the February 29, 1988 "Transit Station Entrance Surface Easement & Temporary Construction Easement Agreement, the City is authorized to close the Surface Easement Area associated with the temporary access from Second Avenue to the mezzanine level of the bus tunnel's University Station to construct a new bus tunnel access way between such street and bus tunnel station upon, among other conditions, the payment of one-half of the cost of certain utility relocation costs up to a total of \$549,044.76; and

WHEREAS, King County has approved the design and location for the proposed replacement bus tunnel entrance from Second Avenue to the mezzanine level of University Station, and all other conditions for the closure of the temporary access between Second Avenue and the mezzanine level of the bus tunnel at University Station have been satisfied except for the reimbursement of METRO's utility relocation costs; and

WHEREAS, site preparation and shoring work associated with the construction of Benaroya Hall is scheduled to be undertaken by or on behalf of the Symphony on or about April 2, 1996; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Director of the Office of Management & Planning and recommended by the Mayor, said Director is authorized to execute, for and on behalf of The City of Seattle, an agreement with King County and the Seattle Symphony Orchestra substantially in the form of the agreement attached hereto, labeled Attachment 1, providing for the closure of the temporary Second

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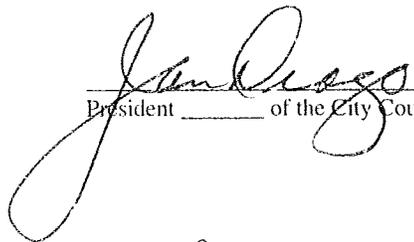
Avenue bus tunnel entrance and the development, in conjunction with the construction of the new, downtown Concert Hall, of a new bus tunnel entrance providing access to the mezzanine level of the University Station from Second Avenue.

Section 2. To reimburse King County for certain expenses incurred and paid by METRO in connection with the relocation of certain utilities on the "Marathon Block," as agreed by Marathon and METRO in the January 1988 "Transit Station Entrance Easement Agreement," the sum of Five Hundred Forty-nine Thousand Forty Four Dollars and Seventy-six Cents (\$549,044.76), or so much thereof as may be necessary, is hereby appropriated from the Concert Hall Project Fund (Fund No.33700); and the Finance Director is hereby authorized to pay such reimbursement as is requested by the Director of the Office of Management & Planning in the form of approved King County invoice(s).

Section 3. In the event that insufficient monies are available in the Concert Hall Project Fund to expend this appropriation as needed, the Director of Finance is hereby authorized, pursuant to S.M.C. 5.06.030, to lend a maximum of Three Hundred Forty-one Thousand Dollars (\$341,000) to the Concert Hall Project Fund (Fund 33700) by allowing that Fund to be in a negative cash position within the common investment portfolio. Any such interfund loan is to be fully repaid with interest within six months from the date of the loan, from the proceeds of debt obligations expected to be issued for the Concert Hall Project.

Section 4. The foregoing appropriation is made to meet actual necessary expenditures of the City for which no appropriation has been made due to causes that could not reasonably have been foreseen at the time of the adoption of the 1996 Budget; Now, Therefore, in accordance with RCW 35.32A.060, by reason of the facts above stated this ordinance shall take effect and be in force thirty (30) days from and after its passage and approval, if approved 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 three-fourths vote of all the members of the City Council the 1 day of April, 1996, and signed by me in open session in authentication of its passage this 1 day of April, 1996.



President _____ of the City Council

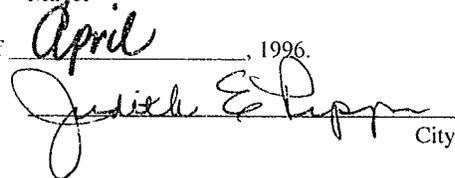
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Approved by me this 9 day of April, 1996.


Mayor

Filed by me this 9 day of April, 1996.


City Clerk

(Seal)

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City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor



March 18 1996

The Honorable Jan Drago
President, Seattle City Council
1100 Municipal Building
Seattle, WA 98104

Subject: Authorization of an agreement between King County, Seattle Symphony Orchestra and the City of Seattle regarding the development of a relocated transit entrance to University Street Station.

Dear Councilmember Drago,

The attached legislation authorizes the Seattle Symphony to enter into an agreement with King County to seal the temporary bus tunnel entrance to University Street Station on the site of Benaroya Hall (formerly known as "the Marathon site") and construct a new bus tunnel entrance adjacent to Second Avenue and University Street. It also authorizes the reimbursement of the County for half of the utility relocation costs incurred by Metro in constructing the temporary entrance.

Transit Entrance Agreement:

When the City purchased the Marathon site in March 1995, it was recognized that a temporary transit entrance to the Metro bus tunnel needed to be moved to accommodate the concert hall. The Symphony plans to build a permanent entrance on the corner of Second Avenue and University Street as part of the new Benaroya Hall. This entrance will pass through the building and connect to the existing mezzanine. The Department of Construction and Land Use has approved the plans and issued a Master Use Permit in February 1996.

Construction of Benaroya Hall is scheduled to start in early April and will be immediately preceded by demolition of the Jones Building. Since closure of the temporary transit entrance is a precondition of demolition, an agreement with King County has been negotiated concerning the relocation of the transit entrance. The salient points of the proposed agreement are as follows:

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- The Symphony will construct a relocated University Street transit tunnel station Entry and relocate the intake.
- The City and Symphony are bound to construct an Entry that does not threaten the lateral stability of the tunnel,
- The Entry will not be used outside normal operating hours of the tunnel,
- The County is to be reimbursed for costs incurred in reviewing design packages, incremental maintenance, security etc.,
- The Symphony will construct an emergency exit while the new entrance is under construction
- Upon execution of the Agreement, the City, County and Symphony will negotiate an amended and restated Easement and Operating Agreement.

Utility Relocation Costs:

In 1988, Marathon U.S. Realties Inc. signed a Transit Entrance Agreement with Metro. It granted Metro a twenty-two (22) foot wide perpetual surface easement guaranteeing access to the University Street Station transit entrance. In return, Metro agreed to reimburse Marathon up to \$2.9 million for site preparation work but also required Marathon to pay Metro one half of the utility relocation costs at the time the transit entrance was closed. At the time, Marathon was planning to develop the site and Metro wished to ensure that the entrance would be closed no longer than necessary. The City has inherited this obligation in its capacity as Marathon's successor.

All available documentation indicates that Marathon and Metro agreed that 50% of the utility relocation costs or \$549,044.76, would be payable to Metro at the time the transit entrance was sealed. Payment is due on May 31 1996. Funding will be drawn from the Concert Hall Project Fund. Should an interfund loan become necessary, the legislation authorizes the Director of Finance to borrow up to \$341,000 from the City's common investment portfolio. This sum will be fully reimbursed with interest within six months of the date of the loan. The \$549,044.76 will be paid out of the City's total appropriation of \$40,770,000 for the Benaroya Hall Project.

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If you have any questions or need further clarification, please contact Bob Chandler at 684-7595 or Celia Grether at 684-8048.

Sincerely,


Tom Tierny
Director

cc. Judy Bunnell, OMP
Bob Chandler, OMP
Celia Grether, OMP
Gordy Davidson, Law

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96 APR 12 AM 11:13
AGREEMENT BETWEEN KING COUNTY, SEATTLE AM 11:13

CITY CLERK

SYMPHONY ORCHESTRA AND
THE CITY OF SEATTLE

CITY CLERK

REGARDING
THE DEVELOPMENT OF A RELOCATED TRANSIT TUNNEL
ENTRY TO UNIVERSITY ST. STATION

This AGREEMENT ("Agreement"), dated April 12, 1996, is by and among KING COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Washington, SEATTLE SYMPHONY ORCHESTRA (hereinafter referred to as the "Symphony"), a not for profit corporation organized under the laws of and doing business in the State of Washington, and THE CITY OF SEATTLE (hereinafter referred to as the "City"), a municipality of the first class in the State of Washington, to set forth the terms of their understandings relating to the development of a relocated Transit Tunnel Station Entry for the University Street Station beneath Third Ave. in Seattle, between Union and University Street.

1. Effect of Agreement

This Agreement sets forth the understandings of the parties as of this date regarding the project described herein ("Project"). After this Agreement is fully executed, the parties shall proceed in good faith to negotiate a new Transit Station Entrance Surface Easement and Operating Agreement ("Easement and Operating Agreement") among the Symphony, the City and the County. The new Easement and Operating Agreement will supersede and replace in its entirety that certain Transit Station Entrance Easement Agreement dated January 15, 1988, that certain Transit Station Entrance Surface Easement and Temporary Construction Easement Agreement dated January - 1988 (recorded under Recording No. 8803071037) and that certain Temporary Easement dated May 25, 1989.

2. New Transit Tunnel Station Entry

The City and the Symphony are working to develop and construct a public concert hall, secondary performance hall, Garden of Remembrance ("Open Space"), parking garage and related facilities and amenities on the block of land bordered by Second and Third Avenues and by Union and University Streets, Seattle, Washington ("Benaroya Hall Site"). The City has retained the Symphony as the design/builder of the concert hall project (such concert hall to be named "Benaroya Hall"), pursuant to a Design Agreement, a Construction Agreement and a Master Agreement (collectively, the "Design/Build Contract").

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The existing temporary University Street Station ("Station") entrance is located approximately in the center of the east side of the Benaroya Hall Site. The entrance consists of a precast concrete portal supported by sheet piling, plus a station fresh air intake ("Intake") situated immediately above the entry. The current access to the entrance crosses the Benaroya Hall Site to connect with Second Ave. between Union and University Streets. The construction of a new concert hall on the Benaroya Hall Site will require the relocation of the existing entrance and its components.

The Symphony, on behalf of the City and pursuant to the Design/Build Contract, will construct a relocated University Street transit tunnel station entry and relocate the Intake. This relocated entry ("Entry") will consist of the following three main elements:

(a) The "Station Portion:" that portion of the Entry from the southwest corner of the northern mezzanine of the Station to the proposed grille gate situated at the northeast corner of the southeast elevator bank lobby on the Second Avenue entry level of the proposed concert hall (see EXHIBIT A).

(b) The "Non-Station Portion:" (i) that portion of the Entry from the grille gate situated at the northeast corner of the southeast elevator bank lobby on the Second Avenue entry level of the proposed concert hall, west along the corridor to the exit/entry doors to the exterior "Open Space," across this exterior "Open Space" to access points from the sidewalks on Second Ave. and University Street; and (ii) that portion of the Entry from the grille gate situated at the northeast corner of the southeast elevator bank lobby on the Second Avenue entry level vertically, by way of the dual elevator banks, to the Benaroya Hall Third Avenue Arcade, east and south to Third Ave. and University Street, respectively (see EXHIBIT A).

(c) The relocated Intake, which shall be incorporated into the design of the concert hall structure (at a location yet to be determined) and which shall meet all applicable standards for fresh air intake into the transit tunnel.

3. Project Design and Construction

(a) Pursuant to the Design/Build Contract, the Symphony will design, obtain permits for and construct the Station Portion to at least an equal level of safety, security, quality of materials, appearance (look and feel), acoustics, ease of maintenance, durability and vandal resistance as the existing Station north mezzanine area and the areas adjacent to the mezzanine level entry at the Cobb Building Garage. The Non-Station Portion shall be designed to a mutually agreed upon (among the City, the Symphony and the County) level of safety, security, quality of materials, appearance (look and feel), acoustics, ease of maintenance, durability and vandal resistance. This mutually agreed upon level of quality for the Non-Station Portion on

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the Second Avenue level shall be not less than that of the Station Portion. This mutually agreed upon level of quality for the Non-Station Portion on the Third Avenue level shall be not less than the Benaroya Hall Third Avenue Arcade. The level of quality for the two levels of the Non-Station Portion shall be reasonably compatible.

The level of quality of materials, appearance (look and feel), acoustics, ease of maintenance, durability and vandal resistance in the Station Portion and Non-Station Portion may differ in certain respects, but the parties will use their best efforts to ensure that all transition areas are consistent in ease of maintenance, durability and vandal resistance and compatible in appearance (look and feel). The Symphony will design and construct the Entry so that there will be minimal impacts on the operation and maintenance of the transit tunnel and Station. The Entry shall be designed to provide a pleasant, safe, secure and inviting experience for those accessing or departing the Station.

When the existing temporary Station entrance is closed and eliminated, the closure area shall match adjacent materials and patterns in the Station mezzanine so that there is no visible distinction between existing walls and the closure, except that, at the County's request, the Symphony will install a door (similar to the existing doors on the Station mezzanine) to provide access to the void created by this closure.

Non-public areas such as the Intake, storage areas and areas supporting access to County equipment rooms shall be designed to accommodate continued safe operations and future maintenance access for equipment repair and replacement. The appearance, ease of maintenance, and quality and durability of materials comprising such non-public areas shall be consistent with those aspects of the existing non-public areas within the Station.

(b) The process for the design of the Entry will be as follows:

(i) The Symphony will review the existing Station mezzanine materials, finishes and equipment and prepare design development (45% complete) and construction documentation (95% complete) packages that incorporate the criteria established in Section 3 and Section 4 of this Agreement.

(ii) The County shall review the packages at each stage of development to ensure that the design meets standards mutually agreed upon under Section 3(a) above. In addition to the design packages described above, the County shall review the drawing packages at mid-design development (30% complete) and mid-construction document (60% complete). The County shall use good faith efforts to review the packages and return written comments to the Symphony within three weeks of receipt of the drawing packages and specifications, except that any written

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comments on the 95% complete packages must be returned within two weeks. Should any substantial change in the Entry design, specification or materials occur between the above mentioned design reviews, the County shall be notified in writing of the change. The County may then, at its sole discretion, request a detailed review of the change prior to the next review cycle. Acceptance of the change shall not be unreasonably withheld. The County's review and/or approval of design and construction documents shall not limit the Symphony's duty to design and construct the Entry in compliance with standards mutually agreed to by the County, City and the Symphony or the Symphony's duty to comply with applicable building codes and safety regulations.

4. Design Considerations

(a) King County has a public arts program. The Symphony and the City shall ensure that the Station Portion and Non-Station Portion are pleasant, safe, secure and inviting spaces by coordinating with the County for the purpose of incorporating artwork designed through the public arts program (if any) in the design of the Entry.

(b) The Symphony is to provide the County with calculations by its geotechnical consultant detailing the shoring and excavation design and construction methods along Third Ave. for the proposed concert hall and Entry. These calculations are to indicate the potential impacts to the lateral stability of the existing Transit Tunnel. These calculations shall be of sufficient detail to reasonably satisfy the County as to the adequacy of the design. The County's receipt and any review of the geotechnical consultant's report shall not limit or absolve the City and the Symphony of their duty to design and construct an Entry that does not adversely affect the lateral stability of the Transit Tunnel. In the event the lateral stability of the Transit Tunnel is adversely affected, the City and the Symphony shall be solely responsible for remedying the problem and correcting any damage that may occur (but nothing contained herein shall determine the responsibility, as between the City and the Symphony, for remedying the problem and correcting any damage, and the City and the Symphony acknowledge that such responsibility will be determined pursuant to the Design/Build Contract).

(c) Appropriate design and construction techniques and materials shall be used to ensure that the Entry is suitably waterproofed.

(d) Materials specified for floors, walls and ceilings of the Entry and elevators shall be easy to clean and be graffiti resistant.

(e) Lighting shall be of daylight equivalence. The fittings shall be recessed or indirect, accessible fixtures and shall provide easy maintenance access.

The Symphony shall ensure that the lighting and all required equipment for the Station Portion of the Entry can be connected to the County emergency power source, at a location agreed upon by the County. The ultimate connection shall be completed by the County. The Symphony shall provide emergency lighting for the Non-Station Portion of the Entry, including elevator lighting.

(f) Public address speakers (a minimum of four) shall be installed in the Entry, at locations acceptable to the County. The ultimate connection shall be completed by the County.

(g) Lockable grilles shall be roll down type, key accessible both sides, and motor and manually operable; the key system shall be of a like-kind used in the Station.

(h) All locks to be operated by the County for the gates/grilles/doors to Second and Third Ave. and access to the Intake shall be single keyed. The key system shall be of a like-kind used in the Station.

(i) A County approved fire/smoke door, to applicable codes, shall be located at the point in the Station Portion where the Entry intersects the Station wall. The Symphony shall ensure that this door can be tied into the County SCADA system and the concert hall fire protection system. The ultimate connection to the County SCADA system shall be completed by the County. This fire door is to isolate the Station from the concert hall, and vice versa, in the case of fire or smoke detection.

(j) A CCTV camera (or cameras), if required by the County with necessary conduit/cable, shall be installed in the Entry to provide coverage of the Station and Non-Station Portions (including the elevator lobby area). The ultimate connection into the County security system shall be completed by the County. The Symphony may take a feed from this camera (or cameras) for integration into its security system, but once the Station Portion is open to the public the Symphony shall not be required to provide security services for or to the Station Portion. In addition, if required by the County, the Symphony shall provide an additional monitor for the County's control room.

(k) The County shall, by June 1, 1996, provide to the Symphony requirements for permanent signage, consistent with existing tunnel signage, to be incorporated in the design process. The Symphony shall design the Entry and Open Space to ensure continuous and long term visibility of the Entry.

(l) The Symphony shall design and construct the Entry to comply with all applicable codes, rules, laws and regulations.

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(m) The Symphony shall design and construct the Entry to accommodate independent operations of the concert hall and Entry.

(n) It is understood by the Symphony that the design of the Entry does not presume use of University Street Station by the Symphony outside normal operating hours for the tunnel. Tunnel operating hours may or may not coincide with concert hall hours of operation.

5. Financial Responsibilities for the Entry

(a) The County will have, at its sole discretion, the option to fund artwork that may be incorporated into the design of the Entry.

(b) The County is to be compensated by the Symphony, at then-prevailing County-established billing rates usually or normally charged to third parties, for the reasonable costs incurred by the County prior to and during construction of the Entry to review and approve the various design packages and perform construction overview, which estimated costs for such services are \$126,000.00. A budget will be established among the parties by June 1, 1996 with respect to the costs to be reimbursed pursuant to the preceding sentence. Modifications to the budget shall only be made upon the mutual consent of the City, the County and the Symphony. The County is also to be compensated by the Symphony, at then-prevailing County established billing rates usually or normally charged to third parties, for the reasonable costs incurred by the County prior to and during construction of the Entry with respect to incremental maintenance and security costs, damage repair costs, surface transit revisions, and other reasonable and documented costs not otherwise reimbursed pursuant to this Agreement and which are reasonably incurred by the County in performance of this Agreement through the first ninety (90) days after issuance of the final certificate of occupancy for Benaroya Hall. The prevailing rates currently charged by the County with respect to numerous job classifications are set forth as an example on EXHIBIT B attached hereto. The County agrees to send detailed reports to the City and the Symphony, no less frequently than monthly, detailing the County's claims for compensation, with such additional documentation as may be reasonably requested by the Symphony or the City for the support of such claims. The Symphony shall compensate the County within thirty (30) days after receipt and approval of invoices.

(c) The County shall permit the City and the Symphony, from time to time, as the Symphony or the City Finance Director, City Budget Director, the State Auditor or any such official's functional successor deems necessary, to inspect and audit in King County, Washington, at any and all reasonable times, all pertinent books and records of the County pertaining to all costs for which reimbursement is claimed

under Section 5(b) hereof, and the County shall supply such public officials and the Symphony with, or shall permit such public officials and the Symphony to make, a copy of any such books and records and any portion thereof, upon the request of the Symphony or any such official. The Symphony or the City Finance Director or his/her successor or designee shall notify the County of the amount of any over or underpayment found. Any overpayment shall be promptly refunded to the City or the Symphony (as may be directed by the City and the Symphony); an underpayment shall be immediately due and payable and shall be delinquent if not paid within thirty (30) days after the date of a County invoice for the same.

(d) The City shall reimburse the County \$549,044.76 for certain utility relocation costs as contemplated in the Transit Station Entrance Easement Agreement dated January 15, 1988 and the Transit Station Entrance, Surface Easement and Temporary Construction Easement Agreement recorded under King County Recording No. 880371037. Said amount shall be due and owing on the date that the temporary Station entrance serving Second Avenue is closed to public use, but the County acknowledges that failure to receive payment on such date shall not prevent closure of the temporary Station entrance, which closure is currently scheduled for, and may occur any time on or after, March 31, 1996. The County acknowledges that the City must appropriate the funds for such payment through a process that may not be completed prior to such temporary Station entrance closure. In the event that such amount is not paid on or by May 31, 1996, simple interest shall accrue on such amount at a rate of one percent (1%) per month from June 1, 1996, through the date it is paid. The County will use its best efforts to supply the City and the Symphony with additional documentation regarding the amount of the utility relocation costs incurred. The preceding conditions shall apply unless otherwise agreed to in writing by all parties.

6. Construction Considerations

(a) Prior to commencement of construction for the Entry, there shall be a preconstruction meeting with the County. At this meeting, all known aspects of construction and operation of the tunnel, emergency exit and Entry shall be reviewed.

(b) The Symphony shall design, secure permits for, construct, sign and maintain an emergency exit to temporarily replace the existing exit to Second Ave. until the relocated Entry is completed. This exit shall only be used in the case of an emergency situation within the Station or tunnel. The exit shall have locally alarmed panic hardware that provides emergency egress from the west side of the north mezzanine to the Third Ave. street level. This exit will incorporate temporary construction to accommodate the existing Station ventilation air intake located above the existing temporary entrance. This temporary emergency exit shall not be removed

until beneficial occupancy has been obtained for the relocated Entry, or an alternative approved by all parties is provided. The County acknowledges that it has reviewed and accepted the design of the emergency exit as proposed as of the date hereof by the Symphony.

(c) During construction the Symphony will minimize the impacts on circulation, operations, maintenance and security within the Station and County transit surface operations on surrounding streets.

(d) The Symphony will stage construction to allow the earliest public use of the Entry that is practical and possible, but not later than the issuance of the final certificate of occupancy for the concert hall. If feasible, the Entry will be opened to the public on receipt of temporary certificate of occupancy for the Entry.

(e) The Symphony shall take necessary measures to monitor and observe the construction of the Entry and concert hall to ensure no damage is done to the Station, the transit tunnel or to surface street transit hardware and furniture. To this end, the Symphony will retain the services of a geotechnical engineer to monitor work on and around the Station and tunnel, advise construction contractors and provide the County in a timely manner with construction implementation plans for review in advance of construction.

(f) Should any substantial change in the Entry design, construction techniques or methods occur during construction, then the County shall be notified in writing of the change. The County then, at its sole discretion, may request a detailed review of the change prior to the continuation of construction. Upon receipt of documents fully defining and describing the desired change, the County shall review and respond to this change within two (2) normal County working days to ensure the minimum delay to construction. Failure to respond within two (2) normal County working days shall constitute acceptance. Reasonable acceptance of the changes shall not be withheld. (A "normal County working day" is defined as a non-holiday weekday, Monday through Friday.)

(g) Emergency Decisions

Notwithstanding anything to the contrary in Section 6(f), the Symphony may make any decision without County approval in an emergency situation where (i) the Symphony reasonably believes that destruction of property or injury to persons is likely to occur in the absence of such decision-making; (ii) there is no time to consult with the County prior to the making of the decision by the Symphony; and (iii) the Symphony action in such circumstance was reasonable and limited to dealing with the emergency circumstance. Immediately after making any such decision, the Symphony shall give notice to the County of the nature of the emergency

circumstance and the Symphony decision with respect to such circumstance. The Symphony's authority to make emergency decisions pursuant to this subsection shall not be deemed to authorize the making of any final change in the design of the Entry without the County's approval where such emergency decision-making (i) would result in a functional or aesthetic change in or to any exterior surface of the Entry or (ii) in the County's opinion, would have an adverse effect on any structural, mechanical, electrical or other system associated with the Entry with respect to which County has assumed maintenance responsibility under this Agreement.

(h) During construction the County shall have the right to inspect any of the activities pertaining to construction of the Entry with the contractor's permission. The Symphony shall notify the County two (2) normal County working days prior to any covering activities taking place to enable the County to satisfy itself that quality is maintained. Should the County determine that construction is not to the standards, specifications or materials as approved pursuant to this Agreement, it shall record the non-conformance in writing within two (2) normal County working days to the Symphony, who shall take any corrective actions necessary to meet conformance.

(i) The Symphony shall during construction ensure that the area of the emergency exit and the Entry are suitably secured at all times. Upon twenty four (24) hours notice the County shall have the right to review the security arrangements by requesting an inspection. The inspection shall not be unreasonably refused. Reasonable corrective actions identified by the County through such inspections shall be implemented in a timely manner.

(j) Should the Symphony cause any damage to property belonging to the County, then the County shall be compensated.

7. Project Operations

It is intended that prior to opening of the Entry, the new Easement and Operating Agreement will be finalized and recorded. The Easement and Operating Agreement will address responsibility for operations, security, maintenance and ownership of the Non-Station and Station Portion of the Entry and all rights related thereto.

(a) The Easement and Operating Agreement shall include, but not be limited to, the control of the operating hours which, at a minimum, shall be consistent with the operating hours required by the County, performance of janitorial services, maintenance of fixed property and systems, and performance of any other responsibility to provide for the operation of the Entry.

(b) The County shall have access to and use of the entire Entry (Station and Non-Station Portions) at all times by virtue of its perpetual easement rights under easement and operating agreements.

(c) All structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings, fixtures or improvements of any kind in the Station Portion (including, but not limited to, elements physically comprising the Station Portion of the Entry; the relocated Intake and associated ductwork, but excluding the arcade air make-up fan; elements directly tied to the County's tunnel SCADA, electrical or HVAC systems; and all interior or exterior tunnel Station signs; all of which are initially purchased by the Symphony or the City and installed in conjunction with the total Entry) shall be and remain the property of the County. The Symphony shall include in the construction documents the requirement that all warranties applicable to the aforementioned items shall benefit and be enforceable by the County directly with the warranting party. Before any party undertakes any renovation, maintenance or other activity in the exercise of its ownership rights that may generate noise or fumes of any kind or affect use of the Entry, such party shall give notice to the other parties of such proposed activity and discuss the proposed schedule and manner of doing such work. The parties shall cooperate to ensure that such activity does not adversely affect the sound or air quality enjoyed by any user of Benaroya Hall.

8. Insurance and Indemnification Requirements

(a) The Symphony shall ensure that its contractor is contractually responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with construction of the Entry and complies with all applicable laws, rules and regulations relating to the protection of persons and property on the Benaroya Hall Site.

(b) The Symphony shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Easement and Operating Agreement) to property caused in whole or in part by the Symphony, a contractor of the Symphony, anyone directly or indirectly employed by either of them, or by anyone for whose acts the Symphony, any such contractor, or any such other person or entity may be liable in connection with the Benaroya Hall project, except damage or loss attributable to the acts or omissions of the City or the County, the City's or the County's separate contractors, anyone directly or indirectly employed by the City or the County, or by anyone for whose acts any such excepted person or entity may be liable.

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(c) The Symphony shall bear sole responsibility for damage to property located off the Benaroya Hall Site caused by erosion, siltation, run-off, or other related causes during the construction of the Project and for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations. The Symphony shall ensure that private and public property in the vicinity of the Entry that is not scheduled for repair, replacement or removal is protected from and against damage or destruction and shall ensure that interference with the use of such property is minimized.

(d) Insurance

(i) Required Coverage. Prior to the commencement of work under this Agreement, the Symphony shall require its contractor to secure and maintain a policy or policies of insurance, in at least as broad a form as set forth in (A) and (B) below. Evidence of such insurance shall be delivered to the County and the City.

(A) A policy of Commercial General Liability Insurance written on an occurrence form, including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
Elevator & Hoist Liability
Broad Form Property Damage Including Completed Operations
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground (XCU)

Such policy(ies) shall provide the following minimum limit: Bodily Injury and Property Damage--\$15,000,000 per occurrence, \$15,000,000 annual aggregate.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's and County's Risk Managers.

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(B) A policy of Business Automobile Liability, including coverage symbol 1 "any auto," or the combination of symbols 2, 8 & 9, for owned, non-owned, leased or hired vehicles.

Such policy(ies) shall provide the following minimum limit: Bodily Injury and Property Damage--\$15,000,000 per person, \$15,000,000 per occurrence.

(ii) Claims Made Form. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made form coverage shall be maintained by the Symphony or its contractor for a minimum of two years following the expiration or earlier termination of this Agreement, and the Symphony or its contractor shall annually provide the City and County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Symphony or its contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City and County to assure financial responsibility for liability for services performed.

(iii) Period and Scope of Coverage. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City and County, throughout the entire period of this Agreement. All insurance coverage shall include the City, the County and their respective officials, officers, agents and employees as additional insureds with respect to liability arising out of work performed by or on behalf of the Symphony or any contractor in connection with the Benaroya Hall project.

(iv) Evidence of Insurance. The following documents must be provided as evidence of insurance coverage:

- A copy of the policy's declarations pages, showing the insuring company, policy effective dates and limits of liability.
- A copy of the endorsement naming the City and the County and their respective officials, officers, agents and employees as Additional Insureds, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 (ISO) or comparable.

- A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy.
- A copy of an endorsement stating that the coverages provided by this policy to the City and the County or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the City and the County, at the addresses specified in Section 10(b).
- A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

(v) Required Provisions. All insurance coverage shall be endorsed to be primary and non-contributory with any insurance maintained by the City or the County, provided a waiver of any rights of subrogation against the City or the County shall contain no cross-liability exclusion.

(vi) Industrial Insurance. The Symphony shall maintain, or require its contractor to maintain, in effect at all times during the construction of the Entry, insurance in accordance with Washington State Industrial Insurance Act and shall comply, or cause its contractor to comply, with all its provisions.

(vii) Approval of City and County Risk Managers. All policies shall be subject to approval by the City's and the County's Risk Managers as to company (must be rated A(-):VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage. All insurance policies shall evidence full compliance with the above requirements.

(viii) The Symphony, the City and the County waive all subrogation rights against each other, any contractor, architect, the architect's sub-consultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained

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pursuant hereto or other property insurance applicable to the Entry, except such rights as they have to proceeds of such insurance held by the City or the County as fiduciary. This waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(ix) Builder's Risk Insurance shall be purchased by the City with respect to the Entry unless the City and the Symphony determine that no cost savings can be achieved thereby, in which case such insurance shall be purchased by the Symphony.

(e) Indemnification

To the maximum extent permitted by law, the Symphony shall protect, defend, indemnify and hold harmless the County and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result from any negligent act or omission of the Symphony or any of its officers, agents and employees. For purposes of this indemnification and hold harmless provision, the Symphony expressly waives its immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, and acknowledges that this waiver was specifically entered into after mutual negotiation. Notwithstanding the foregoing, the indemnification obligation of the City and the Symphony to each other shall be as provided in the Design/Build Contract.

To the maximum extent permitted by law, the City shall protect, defend, indemnify and hold harmless the County and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result from any negligent act or omission of the City or any of its officers, agents and employees. For purposes of this indemnification and hold harmless provision, the City expressly waives its immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, and acknowledges that this waiver was specifically entered into after mutual negotiation. Notwithstanding the foregoing, the indemnification obligation of the City and the Symphony to each other shall be as provided in the Design/Build Contract.

To the maximum extent permitted by law, the County shall protect, defend, indemnify and hold harmless the City and the Symphony and their officers, agents and employees, or any of them, from and against any and all claims, actions,

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suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result from any negligent act or omission of the County or any of its officers, agents and employees. For purposes of this indemnification and hold harmless provision, the County expressly waives its immunity and limitation of liability under any industrial insurance act, including Title 51 RCW, and acknowledges that this waiver was specifically entered into after mutual negotiation.

9. Dispute Resolution

All claims, disputes and other matters in question between or among any of the parties arising out of or relating to this Agreement the breach thereof ("dispute") shall be decided exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise. Notwithstanding the foregoing, the parties shall not be obligated to adopt the following dispute resolution procedure in the Easement and Operating Agreement.

9.1 Dispute Involving Parties In Addition to the County, the Symphony and City

(a) In the event the presence of the County is indispensable if complete relief is to be accorded under the dispute resolution procedure in the Design/Build Contract, then the County will become a party to that process if requested in writing by the Symphony. If the presence of the County is not indispensable but is requested by the Symphony, the County will become a party to the dispute resolution procedure in the Design/Build Contract, and the County is to be compensated by the Symphony, at then-prevailing County-established billing rates usually or normally charged to third parties, for the reasonable costs incurred by the County in taking part in the dispute resolution procedure as outlined in and pursuant to the Design/Build Contract to the extent the County is not found liable for its acts or omissions.

(b) The dispute resolution procedure of the Project generally will be crafted in an attempt to resolve problems as soon as possible and at the lowest applicable level. It will include notice provisions, the submittal of supporting data, and mandatory, non-binding mediation prior to a binding dispute resolution forum.

(c) No action taken by the Symphony, the City or the County pursuant to this provision shall create any duty to or relationship with the contractor retained by the Symphony or any other third party, nor shall it affect any duty the contractor owes to the Symphony.

9.2 Dispute Solely Involving the Parties

9.2.1 Initial Meeting

Within fourteen days of a party's receipt of written notice of a dispute of any kind solely involving the parties (or any combination thereof), the notifying party may require that a representative of each party meet, confer, and attempt to resolve the dispute within 21 days thereafter. Undisputed amounts will be paid in the regular course.

9.2.2 Mediation

If the dispute is not resolved, a party may bring no claim against the other unless the claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the parties. The Director of Transportation of the County and the Executive Director of the Symphony or Director of the City's OMP, as appropriate to the dispute, must attend the mediation session. Unless the parties mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to Final Acceptance of the Project by the City. The requirements of this paragraph cannot be waived except by an explicit written waiver signed by the parties.

9.2.3 Arbitration

If the dispute solely involving the parties (or any combination thereof) is not resolved through mediation, the dispute shall be subject to and decided by arbitration in accordance with the Construction Arbitration Rules of the American Arbitration Association. A party may bring no arbitration on a dispute against the other unless the dispute has been properly raised and considered in the above mediation procedures. This requirement cannot be waived except by an explicit written waiver signed by the parties.

(a) Notice of demand for arbitration shall be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the dispute has arisen. In no event shall the demand for arbitration be made after the date when the applicable statute of limitations would bar institution of a legal or equitable proceeding based on such claim, dispute or other matter in question.

(b) Unless the parties agree otherwise, the arbitration hearing shall be conducted in Seattle, Washington, before a panel of three arbitrators

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selected in accordance with the above rules. The arbitrators shall not be empowered to grant exemplary or punitive damages. The parties shall apply to the arbitrators for relevant discovery under the Washington State Superior Court Civil Rules, which the arbitrators shall be authorized to order. Upon request of either party, the arbitrators' written decision shall include an explanation of the factual and legal grounds for the decision.

(c) Within fifteen days of receipt of the written opinion, a party will have the right to file with the arbitrators and serve on the other parties a written motion to reconsider. The arbitrators may request the non-moving or responding party to file a written response within ten days after receipt of that request, and the arbitrators thereupon will reconsider the issues raised by the motion and response (if any) and either confirm or alter their decision, which will then be final, binding and conclusive upon the parties. The costs of such a motion for reconsideration and written opinion of the arbitrators, including attorneys' fees, will be awarded against the moving party if it does not prevail.

(d) The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(e) Any arbitration arising out of or related to this Agreement shall, upon demand of any party, include by consolidation, joinder, or third-party claim, any other party involved in a common question of law or fact, whose presence is required if complete relief is to be accorded in arbitration, or who is alleged to be liable to a party for all or part of a claim in the arbitration. All parties agree that each may join the other as a party to any litigation/arbitration involving the alleged fault of such other party.

10. Responsible Person

Each party shall designate a "responsible person" through whom all communications with respect to technical or contractual issues shall pass. Such designation will be effective until withdrawn or modified.

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(a) For technical liaison among the parties, the responsible person shall be:

City: Robert Chandler
Project Manager
The City of Seattle
Room 660, Dexter Horton Bldg.
710 Second Ave.
Seattle, WA 98104

and: Celia Grether
City of Seattle
Project Administration
OMP
3rd Floor
Municipal Bldg.
Seattle, WA 98104

The Symphony: Robert H. Wicklein, P.E.
Project Director
Benaroya Concert Hall
1110 Third Avenue, Suite 600
Seattle, WA 98101

and: Andrew Clapham
Benaroya Concert Hall
1110 Third Ave., Suite 600
Seattle, WA 98101

County: Robert Simpson (Project Administration issues)
Transit Project Coordinator
King County Metro Transit
821 Second Ave., M.S. 55A
Seattle, WA 98104

and: John Walser (Design & Engineering issues)
Supervisor, Civil Architectural Section
King County Metro Transit
821 Second Avenue, M.S. 117
Seattle, WA 98104

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(b) For contractual issues, the responsible person shall be:

City: Tom Tierney
Director OMP
The City of Seattle
3rd Floor, Municipal Bldg.
Seattle, WA 98104

The Symphony: Deborah Card
Executive Director
Seattle Symphony Orchestra
4th Floor, Seattle Center House
305 Harrison St.
Seattle, WA 98109-4645

County: Paul Toliver
Director
King County Department of Transportation
810 Second Avenue, M.S. 94
Seattle, WA 98104

Any party may change its address for notices and/or the designation of the responsible person by sending written notice to all other parties in accordance with this Agreement.

11. Assignability of the Symphony Interests

Subject to the County's approval, which shall not be unreasonably withheld, the Symphony shall have the right to assign its interests in this Agreement and in the Easement and Operating Agreement contemplated herein; provided, however, that the Symphony may, upon notice to the County, but without the need to obtain the County's further approval, assign its interests in this Agreement and in the Easement

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and Operating Agreement to BH Music Center, a Washington not-for-profit corporation, in which event the Symphony shall be released from liability hereunder from and after the date of assignment provided that all liabilities have been assigned to BH Music Center.

SEATTLE SYMPHONY ORCHESTRA

By Deborah R. Card
Name: DEBORAH R. CARD
Title: EXECUTIVE DIRECTOR

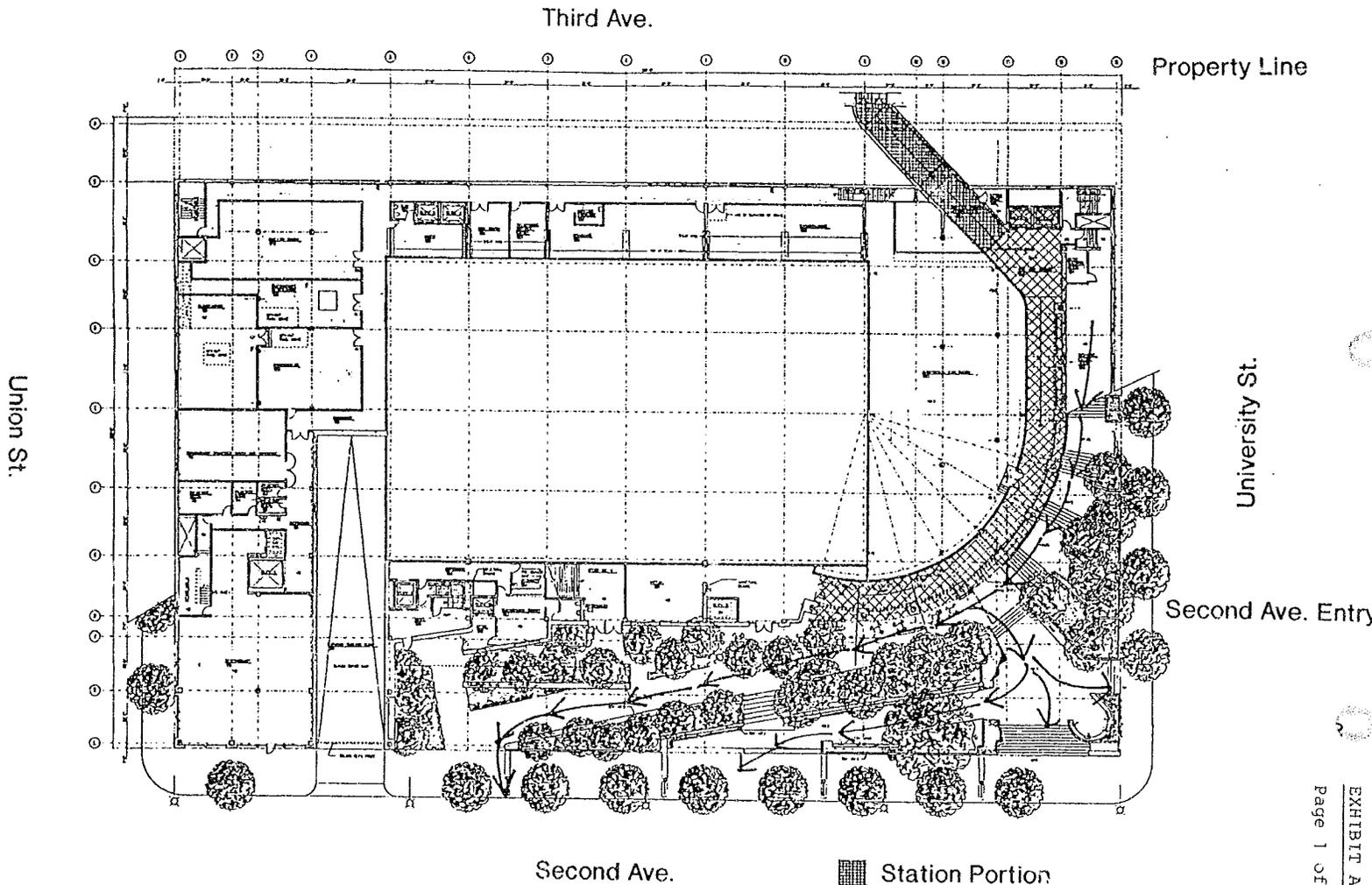
THE CITY OF SEATTLE

By Thomas M. Trawny Jr
Name: THOMAS M TRAWNY JR
Title: DIRECTOR, MANAGEMENT PLANNING

KING COUNTY

By Paul A. Toliver
Name: PAUL A. TOLIVER
Title: Director, Dept of Transportation

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Second Ave.

-  Station Portion
-  Non-Station Portion
-  Routes Through Open Space

Exhibit A

Garden Level Plan

Benaroya Hall

UIN Architects
Cyril M. Harris, Ph.D., Acoustical Consultant

Elevation 86/90

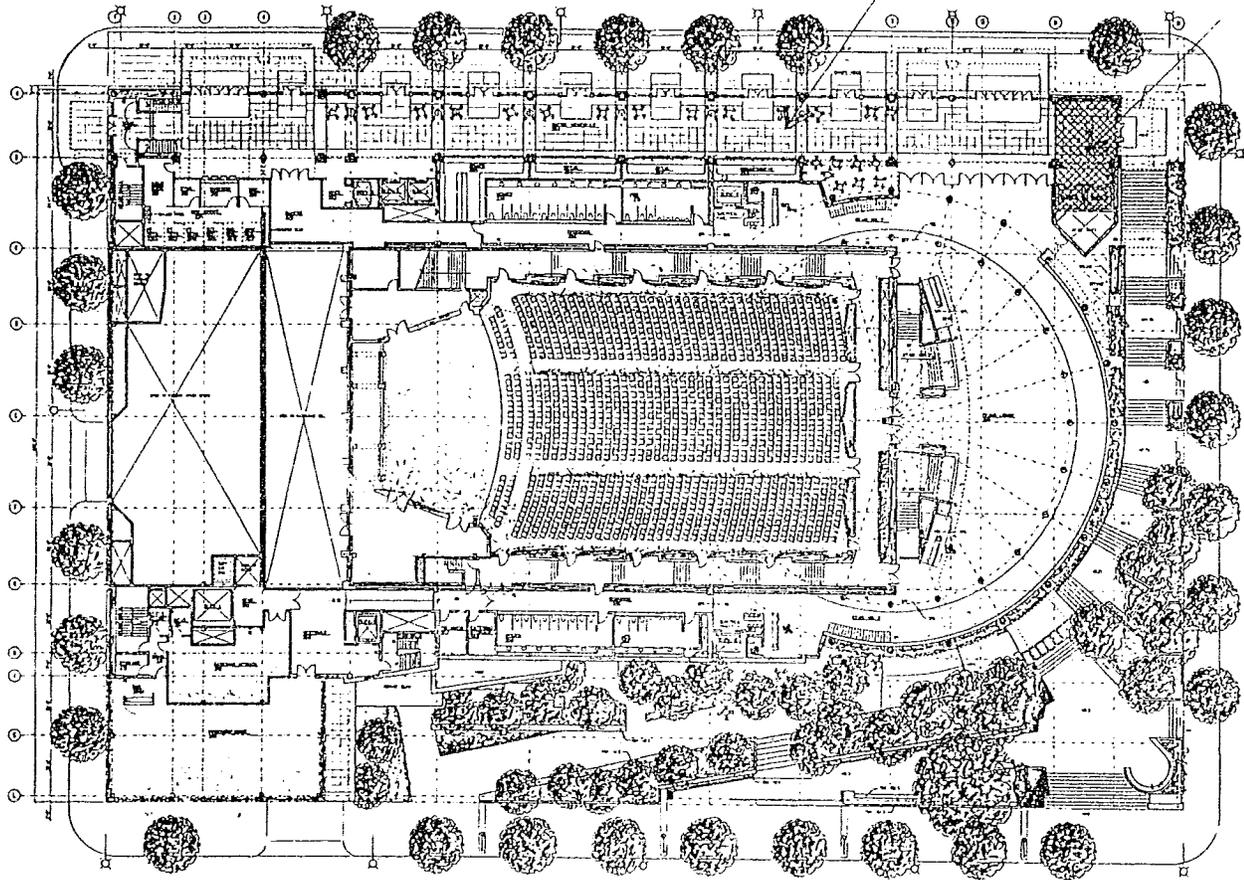
Union St.

Third Ave.

Third Ave. Arcade

Third Ave. Metro Entry

University Street



Second Ave.



Non-Station Portion

Benaroya Hall

Exhibit A

Main Lobby Level Plan

LHN Architects
Cyril M. Harris, Ph.D., Acoustical Consultant

EXHIBIT A
Page 2 of 2

Elevation 114

Effective : November 1, 1994

Billing Rates

Updated for 501 as of 1-1-94

Local 77 update as of 1-1-95

Billing Rate Worksheet (EM 11-1-94)

Non reps update as of 11-1-94

Nov 1994

Source: Metro Salary Schedule & Dec 93 AF11003 Report (ARMS)

Billing Rates for Non-damage

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 57.34%	Overhead @ 125%	Billing Rate	Base Pay	Fringes 15.25%	Overhead @ 125%	Billing Rate
7301 Constructor Electrician	24.92	14.29	31.15	70.36	49.84	7.60	31.15	88.59
7306 Constructor Elect Lead	26.78	15.36	33.48	75.62	53.56	8.17	33.48	105.20
7307 Constructor Elect Crew Chief	28.16	16.15	35.20	79.51	56.32	8.59	35.20	109.11
7302 Line Worker, Utility	24.92	14.29	31.15	70.36	49.84	7.60	31.15	88.59
7303 Line Worker, Helper	18.70	10.72	23.39	52.80	37.40	5.70	23.39	66.49
7304 Line Worker, Material	19.96	11.45	24.95	56.36	39.92	6.09	24.95	70.96
7310 Line Worker, Lead	26.78	15.36	33.48	75.62	53.56	8.17	33.48	105.20
7300 Line Crew Chief	28.16	16.15	35.20	79.51	56.32	8.59	35.20	109.11
7305 Pole Hauler	21.82	12.51	27.28	61.61	43.64	6.66	27.28	77.57
7308 Splicer, Cable	26.15	14.99	32.69	73.83	52.30	7.93	32.69	92.92
7309 Splicer, Cable Lead	28.03	16.07	35.04	79.14	56.06	8.55	35.04	99.65
7311 Splicer, cable Chief	29.52	16.93	36.99	83.44	59.04	9.00	36.99	104.94
7313 Specialist, Fire Detection	24.92	14.29	31.15	70.36	49.84	7.60	31.15	88.59
7312 Standby	3.18	1.82	3.98	8.98	6.36	0.97	3.98	11.30
7315 Temporary Line Crew Chief	28.16	16.15	35.20	79.51	56.32	8.59	35.20	109.11
2425 Power Dist Tech Asst	25.51	14.63	31.89	72.02	51.02	7.78	31.89	90.68

Facilities Maintenance

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 55.02%	Overhead @ 125%	Billing Rate	Base Pay	Fringes 15.25%	Overhead @ 125%	Billing Rate
7631 Operating engineer	20.20	11.11	25.25	56.56	30.30	4.62	25.25	60.17
7610 Carpenter	20.20	11.11	25.25	56.56	30.30	4.62	25.25	60.17
7508 Maintenance Constructor	20.20	11.11	25.25	56.56	30.30	4.62	25.25	60.17
7602 Maintenance Painter	20.20	11.11	25.25	56.56	30.30	4.62	25.25	60.17
7632 Equipment Operator	17.62	9.69	22.03	49.34	26.43	4.03	22.03	52.49
9601 Grounds Specialist	17.00	9.35	21.25	47.60	25.50	3.89	21.25	50.64
9400 Maintenance Laborer	15.50	8.53	19.38	43.40	23.25	3.55	19.38	46.17
9401 Gen Utility Laborer	15.13	8.32	18.91	42.36	22.70	3.46	18.91	45.07
9510 Office Custodian	12.88	7.09	16.10	36.07	19.32	2.95	16.10	38.37
9403 Shop Custodian	14.25	7.84	17.81	39.90	21.38	3.26	17.81	42.45
9404 Lead Shop Custodian	15.68	8.63	19.60	43.91	23.52	3.59	19.60	46.71
9309 Facility Painter Assistant	15.50	8.53	19.38	43.40	23.25	3.55	19.38	46.17

Billing rates for Insurance recovery only

Job Class	Regular Time			Over Time		
	Base Pay	Fringes 57.34%	Billing Rate	Base Pay	Fringes 15.25%	Billing Rate
7301 Constructor Electrician	24.92	14.29	70.36	49.84	7.60	88.59
7306 Constructor Elect Lead	26.78	15.36	75.62	53.56	8.17	105.20
7307 Constructor Elect Crew Chief	28.16	16.15	79.51	56.32	8.59	109.11
7302 Line Worker, Utility	24.92	14.29	70.36	49.84	7.60	88.59
7303 Line Worker, Helper	18.70	10.72	52.80	37.40	5.70	66.49
7304 Line Worker, Material	19.96	11.45	56.36	39.92	6.09	70.96
7310 Line Worker, Lead	26.78	15.36	75.62	53.56	8.17	105.20
7300 Line Crew Chief	28.16	16.15	79.51	56.32	8.59	109.11
7305 Pole Hauler	21.82	12.51	61.61	43.64	6.66	77.57
7308 Splicer, Cable	26.15	14.99	73.83	52.30	7.93	92.92
7309 Splicer, Cable Lead	28.03	16.07	79.14	56.06	8.55	99.65
7311 Splicer, cable Chief	29.52	16.93	83.44	59.04	9.00	104.94
7313 Specialist, Fire Detection	24.92	14.29	70.36	49.84	7.60	88.59
7312 Standby	3.18	1.82	8.98	6.36	0.97	11.30
7315 Temporary Line Crew Chief	28.16	16.15	79.51	56.32	8.59	109.11
2425 Power Dist Tech Asst	25.51	14.63	72.02	51.02	7.78	90.68

Org	Account	Amount
5421	50131	2,577,829.05
	50126	16,348.86
	50137	15,320.41
	50141	873.41
		2,610,371.73
	502xx	922,595.74
	501xx	573,567.55
		1,496,800.87
Regular time fringe %		0.5734
Overtime fringe %		
	FICA	7.65
	Pension	7.60
		15.25

Facilities Maintenance

Job Class	Regular Time			Over Time		
	Base Pay	Fringes 55.02%	Billing Rate	Base Pay	Fringes 15.25%	Billing Rate
7631 Operating engineer	20.20	11.11	56.56	30.30	4.62	60.17
7610 Carpenter	20.20	11.11	56.56	30.30	4.62	60.17
7508 Maintenance Constructor	20.20	11.11	56.56	30.30	4.62	60.17
7602 Maintenance Painter	20.20	11.11	56.56	30.30	4.62	60.17
7632 Equipment Operator	17.62	9.69	49.34	26.43	4.03	52.49
9601 Grounds Specialist	17.00	9.35	47.60	25.50	3.89	50.64
9400 Maintenance Laborer	15.50	8.53	43.40	23.25	3.55	46.17
9401 Gen Utility Laborer	15.13	8.32	42.36	22.70	3.46	45.07
9510 Office Custodian	12.88	7.09	36.07	19.32	2.95	38.37
9403 Shop Custodian	14.25	7.84	39.90	21.38	3.26	42.45
9404 Lead Shop Custodian	15.68	8.63	43.91	23.52	3.59	46.71
9309 Facility Painter Assistant	15.50	8.53	43.40	23.25	3.55	46.17

Org	Account	Amount
5431/5441	50131	3,541,165.05
	50126	1,193.50
	50137	7,476.57
	50141	2,648.35
		3,552,483.47
	502xx	1,310,776.88
	501xx	646,188.15
		1,957,200.77
Regular time fringe %		0.5502
Overtime fringe %		
	FICA	7.65
	Pension	7.60
		15.25

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 53.97%	Overhead @ 125%	Billing Rate	Base Pay	Fringes 15.25 @ 125%	Overhead @ 125%	Billing Rate
	2510 Transit operator	17.58	9.49	21.98	48.04	26.37	4.02	21.98
2532 Service Supervisor	22.30	12.04	27.88	62.21	33.45	5.10	27.88	66.43
8600 Streetcar Conductor	14.07	7.59	17.59	39.25	21.11	3.22	17.59	41.92

Org	Account	Amount
5210	50111 to 50131 les overtime	56,722,759.25
		56,722,759.25
	502xx	21,722,326.75
	501xx	8,811,743.03
		30,614,069.78

Regular time fringe %	0.5397
Overtime fringe %	
FICA	7.65
Pension	7.60
	15.25

Job Class	Regular Time			Over Time		
	Base Pay	Fringes 53.97%	Billing Rate	Base Pay	Fringes 15.25 @ 125%	Billing Rate
	2510 Transit operator	17.58	9.49	48.04	26.37	4.02
2532 Service Supervisor	22.30	12.04	62.21	33.45	5.10	66.43
8600 Streetcar Conductor	14.07	7.59	39.25	21.11	3.22	41.92

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 57.32%	Overhead @ 125%	Billing Rate	Base Pay	Fringes 15.25 @ 125%	Overhead @ 125%	Billing Rate
	7502 Mechanic	20.20	11.58	25.25	67.03	30.30	4.62	25.25
7504 Mechanic Lead	22.22	12.74	27.78	62.74	33.33	5.08	27.78	66.19
7505 Mechanist	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7506 Mechanist Lead	22.22	12.74	27.78	62.73	33.33	5.08	27.78	66.19
7600 Equipment painter	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7603 Painter Lead	22.22	12.74	27.78	62.73	33.33	5.08	27.78	66.19
7520 Metal Constructor	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7521 Sheetmetal Worker	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7621 Upholsterer Lead	22.22	12.74	27.78	62.73	33.33	5.08	27.78	66.19
7620 Upholsterer	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7633 Radiator Repairer	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7610 Carpenter	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
7540 Electronic technician	20.20	11.58	25.25	57.03	30.30	4.62	25.25	60.17
9302 Equip Service Worker	16.28	9.33	20.35	45.96	24.42	3.72	20.35	48.49
9305 Equip Dispatcher	17.37	9.96	21.71	49.04	26.06	3.97	21.71	51.74
9304 Painters helper	17.17	9.84	21.46	48.47	25.76	3.93	21.46	51.15
9303 utility Service Worker	12.61	7.23	15.76	35.60	18.92	2.88	15.76	37.56
7503 Mechanic Apprentice	18.18	10.42	22.73	51.33	27.27	4.16	22.73	54.15
9500 Transit Parts Worker 2	16.98	9.73	21.23	47.94	25.47	3.88	21.23	50.58
9503 Transit Parts Worker 1	16.98	9.73	21.23	47.94	25.47	3.88	21.23	50.58

Org	Account	Amount
5310	50131	20,279,484.54
	50136	129,146.98
	50137	50,166.47
	50141	13,622.80
		20,472,420.79
	502xx	8,123,796.09
	501xx	3,610,197.95
		11,733,994.05

Regular time fringe %	0.5732
Overtime fringe %	
FICA	7.65
Pension	7.60
	15.25

Job Class	Regular Time			Over Time		
	Base Pay	Fringes 57.32%	Billing Rate	Base Pay	Fringes 15.16%	Billing Rate
	7502 Mechanic	20.20	11.58	67.03	30.30	4.62
7504 Mechanic Lead	22.22	12.74	62.74	33.33	5.08	66.19
7505 Mechanist	20.20	11.58	57.03	30.30	4.62	60.17
7506 Mechanist Lead	22.22	12.74	62.73	33.33	5.08	66.19
7600 Equipment painter	20.20	11.58	57.03	30.30	4.62	60.17
7603 Painter Lead	22.22	12.74	62.73	33.33	5.08	66.19
7520 Metal Constructor	20.20	11.58	57.03	30.30	4.62	60.17
7521 Sheetmetal Worker	20.20	11.58	57.03	30.30	4.62	60.17
7621 Upholsterer Lead	22.22	12.74	62.73	33.33	5.08	66.19
7620 Upholsterer	20.20	11.58	57.03	30.30	4.62	60.17
7633 Radiator Repairer	20.20	11.58	57.03	30.30	4.62	60.17
7610 Carpenter	20.20	11.58	57.03	30.30	4.62	60.17
7540 Electronic technician	20.20	11.58	57.03	30.30	4.62	60.17
9302 Equip Service Worker	16.28	9.33	45.96	24.42	3.72	48.49
9305 Equip Dispatcher	17.37	9.96	49.04	26.06	3.97	51.74
9304 Painters helper	17.17	9.84	48.47	25.76	3.93	51.15
9303 utility Service Worker	12.61	7.23	35.60	18.92	2.88	37.56
7503 Mechanic Apprentice	18.18	10.42	51.33	27.27	4.16	54.15
9500 Transit Parts Worker 2	16.98	9.73	47.94	25.47	3.88	50.58
9503 Transit Parts Worker 1	16.98	9.73	47.94	25.47	3.88	50.58

Tech. Services (Engineering)

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 46.42%	Overhead 125%	Billing Rate	Base Pay	Fringes 15.25%	Overhead 125%	Billing Rate
4602 Engineer 1	21.93	10.18	27.42	32.90	5.02	27.42	32.90	5.02
4601 Engineer 2	24.28	11.27	30.34	36.41	5.55	30.34	36.41	5.55
4600 Engineer 3	28.76	13.35	35.95	43.14	6.58	35.95	43.14	6.58
4009 Engineer 4	31.83	14.78	39.79	47.75	7.28	39.79	47.75	7.28
4007 Engineer 5	33.47	15.54	41.84	50.21	7.66	41.84	50.21	7.66
4008 Engineer 6	35.22	16.35	44.03	52.83	8.06	44.03	52.83	8.06
4001 Engineer 7	41.00	19.03	51.25	61.50	9.38	51.25	61.50	9.38
4032 Engineer 7	37.04	17.19	45.30	55.56	8.47	45.30	55.56	8.47
4029 Engineer 7	41.00	19.03	51.25	61.50	9.38	51.25	61.50	9.38
4032 Engineer 7	43.14	20.03	53.93	64.71	9.87	53.93	64.71	9.87
4609 Designer 1	14.99	6.96	18.74	22.49	3.43	18.74	22.49	3.43
4610 Designer 2	17.60	8.17	22.00	26.40	4.03	22.00	26.40	4.03
4611 Designer 3	20.49	9.51	25.61	30.74	4.69	25.61	30.74	4.69
4612 Designer 4	21.93	10.18	27.42	32.90	5.02	27.42	32.90	5.02
4613 Designer 5	24.28	11.27	30.34	36.41	5.55	30.34	36.41	5.55
4031 Designer 6	26.76	13.35	35.95	43.14	6.58	35.95	43.14	6.58

Transit Security

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 44.32%	Overhead 125%	Billing Rate	Base Pay	Fringes 15.25%	Overhead 125%	Billing Rate
2027 Supv. Security	33.47	14.83	41.84	50.21	7.66	41.84	50.21	7.66
2538 Chief, Fac Security	29.63	13.13	37.04	44.45	6.78	37.04	44.45	6.78
2539 Chief, Ops Security	28.76	12.75	35.95	43.14	6.58	35.95	43.14	6.58
2547 Officer, Transit Police	23.50	10.42	29.38	35.25	5.38	29.38	35.25	5.38
2527 Officer, Transit Security	25.54	11.32	31.93	38.31	5.84	31.93	38.31	5.84
8404 Intermediate Clerk	13.56	6.01	16.95	20.34	3.10	16.95	20.34	3.10

Tech. Services (Engineering)

Org	Account	Amount	Regular Time			Over Time		
			Base Pay	Fringes 46.42%	Billing Rate	Base Pay	Fringes 15.25%	Billing Rate
2211	50131	2,137,183.02	21.93	10.18	32.90	5.02	32.90	
	50136		24.28	11.27	36.41	5.55	36.41	
	50137	2,705.58	28.76	13.35	43.14	6.58	43.14	
	50141	606.48	31.83	14.78	47.75	7.28	47.75	
		2,140,495.08	33.47	15.54	50.21	7.66	50.21	
			35.22	16.35	52.83	8.06	52.83	
			41.00	19.03	61.50	9.38	61.50	
			37.04	17.19	55.56	8.47	55.56	
			41.00	19.03	61.50	9.38	61.50	
			43.14	20.03	64.71	9.87	64.71	
			14.99	6.96	22.49	3.43	22.49	
			17.60	8.17	26.40	4.03	26.40	
			20.49	9.51	30.74	4.69	30.74	
			21.93	10.18	32.90	5.02	32.90	
			24.28	11.27	36.41	5.55	36.41	
			28.76	13.35	43.14	6.58	43.14	

Org	Account	Amount
5121	50122	623.76
	50131	171,548.89
	50137	0.00
	50141	0.00
		172,172.65
	502xx	48,504.18
	501xx	27,804.79
		76,308.97

Transit Security

Job Class	Regular Time				Over Time			
	Base Pay	Fringes 44.32%	Overhead 125%	Billing Rate	Base Pay	Fringes 15.25%	Overhead 125%	Billing Rate
2027 Supv. Security	33.47	14.83	41.84	50.21	7.66	41.84	50.21	7.66
2538 Chief, Fac Security	29.63	13.13	37.04	44.45	6.78	37.04	44.45	6.78
2539 Chief, Ops Security	28.76	12.75	35.95	43.14	6.58	35.95	43.14	6.58
2547 Officer, Transit Police	23.50	10.42	29.38	35.25	5.38	29.38	35.25	5.38
2527 Officer, Transit Security	25.54	11.32	31.93	38.31	5.84	31.93	38.31	5.84
8404 Intermediate Clerk	13.56	6.01	16.95	20.34	3.10	16.95	20.34	3.10

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Susan Markson

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle

Executive Department—Office of Management and Planning

Thomas M. Tierney, Director
Norman B. Rice, Mayor

February 26, 1996

The Honorable Mark Sidran
City Attorney
City of Seattle

Dear Mr. Sidran:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Management and Planning

SUBJECT: AN ORDINANCE relating to the Downtown Concert Hall Project; authorizing execution of an agreement with King County and the Seattle Symphony Orchestra regarding the closure of the existing temporary bus tunnel entrance and the development of a new bus tunnel entrance from Second Avenue; and upon a three-fourths vote of the City Council, making an appropriation of funds to pay certain utility relocation costs in connection therewith, and declaring the emergency therefor.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMP. Any specific questions regarding the legislation can be directed to Celia Grether at 684-8048.

Sincerely,

Norman B. Rice
Mayor

by

Celia Grether
Tom Tierney, Director

cc: grether65

Enclosure

96-065

Right
5-15-96
OK approved
etc 3/19/96

COPY RECEIVED
96 MAR 15 PM 3:38
SEATTLE CITY ATTORNEY

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

66735
City of Seattle, City Clerk

--SS.

No. ORDINANCE 11

Affidavit of Publication

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

City of Seattle

TITLE ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on April 1, 1996, and published here by title only, will be mailed, at no cost, upon request for two months after this publication. For further information, contact the Seattle City Clerk at 654-8344.

ORDINANCE NO. 118068

AN ORDINANCE relating to The Seattle Department of Parks and Recreation, accepting a \$52,194 grant from the State of Washington's Interagency Committee for Outdoor Recreation for financial assistance to support improvements to the Golden Gardens Boat Ramp facility, and making a reimbursable appropriation from the Shoreline Parks Improvement Fund (SPIF), therefore, all by a three-fourths vote of the City Council.

ORDINANCE NO. 118069

AN ORDINANCE relating to the Downtown Concert Hall Project, authorizing execution of an agreement with King County and the Seattle Symphony Orchestra regarding the closure of the existing temporary bus tunnel entrance, and the development of a new bus tunnel entrance from Second Avenue, and upon a three-fourths vote of the City Council, making an appropriation of funds to pay certain utility relocation costs in connection therewith, and declaring the emergency therefor.

ORDINANCE NO. 118070

AN ORDINANCE relating to the Department of Parks and Recreation, accepting deeds for real property in the Magnolia, Southwest Queen Anne, Northeast Queen Anne, St. Mark's, Harrison Ridge, Duwamish Slough, West Duwamish, West Seattle, East Duwamish, and Cheasty Greenbelts; and in the Piper's Creek, North Beach Ravine (at 30th Ave. N.W.), Thornton Creek, Wolf Creek Ravine, Leechi-Lake Dell, Longfellow Creek, Cheasty Boulevard, Kwantz Ravine, and Orchard Street Ravine Natural Areas; and in Block Creek Ravine; and for certain platted property designated as a Critical Space in the Lake City area for open space, park, and recreation purposes.

ORDINANCE NO. 118071

AN ORDINANCE providing for the acquisition by condemnation of land and other property rights in Lots 19 and 20, Block 2, Chittenden-Munger Quarter, Acres Tracts, according to the plat thereof recorded in Volume 15 of Plats, page 36, in King County, Washington, for open space, park and recreation purposes (Thornton Creek/26th Avenue NE Natural Area); under the Seattle Open Space and Trails Br. d Program.

PUBLISHED BY THE CITY CLERK OF SEATTLE, KING COUNTY, WASHINGTON, THIS 12TH DAY OF APRIL, 1996.

undersigned, on oath states that he is an representative of The Daily Journal of Commerce, a which newspaper is a legal newspaper of general is now and has been for more than six months publication hereinafter referred to, published in ge continuously as a daily newspaper in Seattle, hington, and it is now and during all of said time 1 office maintained at the aforesaid place of s newspaper. The Daily Journal of Commerce ay of June, 1941, approved as a legal newspaper ourt of King County.

The exact form annexed, was published in regular ly Journal of Commerce, which was regularly subscribers during the below stated period. The

68-118071

was published on
04/12/96

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

Subscribed and sworn to before me on
04/12/96

Notary Public for the State of Washington,
residing in Seattle