

## **CITY COUNCIL AGENDA ITEM**

### **CITY OF SHORELINE, WASHINGTON**

**AGENDA TITLE:** Motion to Authorize the City Manager to Execute the Second Amendment to the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Extension Project

**DEPARTMENT:** City Manager's Office  
City Attorney's Office

**PRESENTED BY:** Juniper Nammi, ST Project Manager  
Margaret King, City Attorney

**ACTION:**        ☐ Ordinance        ☐ Resolution        ☒ Motion  
                 ☐ Discussion        ☐ Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Sound Transit is nearing the conclusion of final design for the Lynnwood Link Extension Project and anticipates starting construction in January 2019. The City executed an Expedited Permitting and Reimbursement Agreement (Reimbursement Agreement) with Sound Transit in 2016 to facilitate provision of requested design reviews and required permit reviews and issuance and reimbursement to the City based on actual staff time and related expenses. Sound Transit would now like to add construction services to this agreement and to continue the expedited provision of review and inspection services through the end of construction, which is anticipated in 2024.

In order to continue the City's provision of expedited services on the Project, Sound Transit and City staff have negotiated an amendment to the current Reimbursement Agreement, which has worked well to date, to add Construction Services to the services and scope. This amendment includes revised staffing costs estimates for both permitting and the additional construction services. An adjustment to the agreement amount is needed at this time to increase from the original \$2,000,000 to \$5,700,669 to fund these services through the end of construction. Tonight, Council is scheduled to authorize the City Manager to execute this second amendment to Expedited Permitting and Reimbursement Agreement with Sound Transit.

**RESOURCE/FINANCIAL IMPACT:**

There are no direct impacts to the City's resources associated with the approval of the Second Amendment to the Reimbursement Agreement. Sound Transit is required to pay the cost of continued design review, expedited permit processing, inspections, and other construction services associated with the Project. The three full time employee (FTE) positions and two part-time employee positions (4.25 FTE total) currently working on Design Review and Permitting for the Project will continue to be reimbursed as part of this Agreement. The Council-approved Lead Construction Inspector (FTE) position for the Project will be also be filled and funded through this Agreement. In the

2019/2020 biennial budget that Council will consider this fall, the budget includes 5.25 FTE positions and 1.0 Extra Help position for 2019 and 3.5 FTE positions and 0.5 Extra Help position for 2020 to be fully-funded by Sound Transit through this agreement.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Second Amendment to Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project (#8629), subject to final approval as to form by the City Attorney.

Approved By:           City Manager **DT**   City Attorney **MK**

## **INTRODUCTION**

Final Design and permit review for Sound Transit's Lynwood Link Extension project (the Project) began in May 2016, early demolition of impacted homes was initiated in August of 2018, and construction is anticipated to commence in January 2019. In order to provide Sound Transit with continued expedited review, permit approvals, inspections, and other construction services for the Project, the City needs to maintain additional staffing and consultant services through 2024. The negotiated Second Amendment to the Reimbursement Agreement provides for this additional staffing and consultant services.

## **BACKGROUND**

Sound Transit's design phase for the Project has been underway since early 2016 and City staff and consultants have been actively reviewing and collaborating with Sound Transit on this design effort since the original Expedited Permitting and Reimbursement Agreement was authorized by the City Council on July 25, 2016. The staff report from the July 25, 2016 Council meeting is available at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport072516-7e.pdf>.

This Agreement was finalized and executed in September 2016. The final, executed agreement is included as Attachment B to this staff report and the first amendment to the agreement, completed with administrative authority, is included as Attachment C.

The project underwent significant cost reduction efforts between June 2017 and early 2018, when project design was restarted. The City Council was most recently presented with the In-Progress 90% Design of the Lynnwood Link Extension Project on July 16, 2018, by both Sound Transit staff and City staff. The staff report from the July 16, 2018 Council meetings is available at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2018/staffreport071618-8b.pdf>.

City staff is currently reviewing the light rail project Special Use Permit and two Critical Area Special Use Permit applications. Sound Transit expects to submit construction permit applications for early work on the Project, such as utility relocations, tree removals, and demolitions, in late 2018 to start construction of this work in January of 2019. The stations, garages, ancillary structures and civil facility designs should reach 100% design between December 2018 and October 2019 as project elements are currently at varying stages of design. During 2019, City staff will be completing design review and permitting as well as providing inspections, revision reviews, and other construction services. Construction is currently scheduled to continue over five years and into 2024.

## **DISCUSSION**

Sound Transit would now like to add construction services to this agreement and to continue the expedited provision of review and inspection services through the end of

construction, which is anticipated in 2024. The original Expedited Permitting and Reimbursement Agreement included a provision (Section 2.3) to:

*“...negotiate in good faith and execute a separate construction services agreement with the City that shall address additional construction related review and inspections, approvals, and permits (if any). The Parties contemplate that the above-referenced agreement will be finalized and executed prior to the 90% Design Construction Documents Submittal referenced in Section 4.3.”*

City and Sound Transit Staff determined that the current Reimbursement Agreement was functioning well for both parties and negotiated an amendment to add construction services to this original agreement rather than a completely separate construction services agreement as described in Section 2.3 above.

This negotiated Second Amendment to the Reimbursement Agreement (Attachment A) updates the estimated costs for the City for over the shoulder and milestone review of Final Design submittals and an expedited permitting process for the two light rail stations, garages, and related facilities located within the City of Shoreline to reflect actual costs and positions working on the Project. The Amendment also adds in the necessary estimated budget and scope of construction services for the construction phase of the Project. The Second Amendment to the Reimbursement Agreement adds the following to the scope of services to be provided by the City on the Project:

- Expedited review of permit revisions and supplemental submittals;
- Dedicated inspection staff/consultant resources for inspection services; and
- Continued project coordination and project management for unified and consolidated responses from City staff and departments that need to respond to construction requests for information or reviews of supplemental submittals.

The Amendment sets forth that Sound Transit will reimburse the City for its expenses, including the original \$2,000,000 and an estimated additional \$3,700,669 for a new agreement total of \$5,700,669. This amount represents the Parties' best efforts to estimate the schedule and the related City costs for the pre-construction design, permitting, and construction phases of the Project.

Included in the cost estimates is the direct salary rate and direct overhead, including benefits, of the following four full-time positions: 1) Permitting Services Project Manager, 2) Senior Planner, 3) Development Review Engineer, and 4) Lead Construction/ROW Inspector. Additionally three part time positions are included: 1) Administrative Assistant, 2) Senior Planner, and 3) GIS Extra Help.

Beyond the full-time and part-time positions directly funded, the Reimbursement Agreement Amendment also provides that Sound Transit will reimburse the City for other consultant and related labor costs necessary for the review and processing of the Project permits, inspections and other construction services (the updated estimates are set forth in more detail in Exhibit C-1 to the Second Amendment of the Reimbursement Agreement (Attachment A)).



The City currently invoices Sound Transit monthly for time expended on the Project. Along with the invoice, the City provides Sound Transit with monthly progress reports describing Project activities performed by the City during the reporting period and summary comparing actual costs to the estimated cost projections. Execution of the Second Amendment to the Reimbursement Agreement will enable City staff to continue work on the Project seamlessly as the Project transitions from Design and Permitting (pre-construction) phase to the Construction Phase with minimal adjustment to the invoicing and reporting processes as well as staff assigned to work on the project.

### **Sound Transit Approval of the Agreement Amendment**

The Sound Transit Board Capital Committee will review this proposed Second Amendment on October 11, 2018, and then it is currently scheduled for the full Sound Transit Board's authorization on October 25, 2018.

### **ALTERNATIVES ANALYSIS**

The alternative to authorizing the City Manager to enter into this Second Amendment is to not authorize that action. Without the Second Amendment to the Reimbursement Agreement, the current \$2,000,000 funding cap in the agreement would be reached by approximately the third quarter of 2019 for design review and permitting services only for the Project. The City would then need to process the Sound Transit permit revisions, inspections, and related construction services without additional staff assigned to the Project and as the current workload allows. Because the City's standard process and staffing levels could not meet Sound Transit's timeline for completion of the project by 2024, the Project would be delayed. Given this alternative, staff recommends that Council authorize the City Manager to execute the Reimbursement Agreement Amendment.

### **COUNCIL GOAL(S) ADDRESSED**

Authorizing execution of the proposed Second Amendment to the Reimbursement Agreement with Sound Transit will secure the funding needed continue implementation of Council's 2018-2019 Goal 3 - "*Continue preparation for regional mass transit in Shoreline.*" Specifically, the agreement will facilitate the Council Goal Action Step to:

*"Work collaboratively with Sound Transit to review and permit the Lynnwood Link Extension Project, including over the shoulder review of architectural, engineering and construction plans of the light rail stations, garages and associated facilities, review of Sound Transit's Special Use Permit, and providing comment on the design in accordance with the Council-adopted Guiding Principles for Light Rail Station Design."*

### **RESOURCE/FINANCIAL IMPACT**

There are no direct impacts to the City's resources associated with the approval of the Second Amendment to the Reimbursement Agreement. Sound Transit is required to pay the cost of continued design review, expedited permit processing, inspections, and other construction services associated with the Project. The three full time employee (FTE) positions and two part-time employee positions (4.25 FTE total) currently working

on Design Review and Permitting for the Project will continue to be reimbursed as part of this Agreement. The Council-approved Lead Construction Inspector (FTE) position for the Project will be also be filled and funded through this Agreement. In the 2019/2020 biennial budget that Council will consider this fall, the budget includes 5.25 FTE positions and 1.0 Extra Help position for 2019 and 3.5 FTE positions and 0.5 Extra Help position for 2020 to be fully-funded by Sound Transit through this agreement.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Second Amendment to Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project (#8629), subject to final approval as to form by the City Attorney.

### **ATTACHMENTS**

- Attachment A – DRAFT Second Amendment to the Expedited Permitting and Reimbursement Agreement (#8629.02)
- Attachment B – Expedited Permitting and Reimbursement Agreement (#8629)
- Attachment C – First Amendment to the Expedited Permitting and Reimbursement Agreement (#8629.01)

**SECOND AMENDMENT TO THE  
EXPEDITED PERMITTING AND REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF SHORELINE AND THE CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY FOR THE LYNNWOOD LINK PROJECT**

This Second Amendment is made by and between the City of Shoreline, a Washington municipal corporation (“the City”) and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”) to the Expedited Permitting and Reimbursement Agreement between the Parties on September 29, 2016 (“Agreement”).

**RECITALS**

A. The City and Sound Transit entered into the Agreement in order to expedite and streamline the design and permitting of the Project as identified in the ERPA and to address related staffing by the City.

B. The Parties executed the First Amendment to the Agreement on June 13, 2018 to address specific permitting items.

C. In Resolution 2018-16, the Sound Transit Board of Directors adopted a budget for the Lynnwood Link Extension that includes allocations for construction and construction services.

D. The Agreement, in Section 2.3, contemplated that the Parties would execute a separate construction services agreement for the construction phase of the Project; however, the Parties now desire to enter this Second Amendment to revise the schedule and level of effort for the Parties’ collaborative work on the Project, to incorporate construction services into the Agreement, including related permitting and staffing, and to make other changes as further described herein.

**AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the City and Sound Transit do hereby agree to amend the Agreement as described below:

**1.0** The name of the Agreement is amended to “Expedited Permitting, ~~and~~ Reimbursement, and Construction Services Agreement between the City of Shoreline and the Central Puget Sound Regional Transit Authority for the Lynnwood Link Project.”

**2.0** Section D of the Recitals in the Agreement is amended as follows:

The Parties desire to enter into this Agreement to identify land use and administrative permits required by the City for the Project, to provide for Sound Transit to reimburse the City for expedited and timely design reviews prior to Sound Transit’s formal application for such permits, ~~and~~ for the City’s issuance of permits during the Project’s final design and pre-construction phase that are required to start the construction phase of the Project, for the City’s issuance of permits relating to construction of the Project, to provide for certain Construction

Services as described in this Agreement, and to provide for City staffing and reimbursement relating to those construction services.

- 3.0** The first, un-numbered paragraph of Section 1 of the Agreement is amended as follows:

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City's expedited design, ~~and~~ permit review and approvals, and Construction Services (as defined below) for the Project and Sound Transit's reimbursement for the City's expenses related to such expedited review.

- 4.0** Section 1.1 of the Agreement is amended as follows:

City Services. "City Services" means the activities performed by the City to fulfill the obligations contained within this Agreement, including project management and coordination, preparing invoicing and progress reports, design review, permit review and issuance, review of permit revisions and supplemental submittals, inspections, and other permitting and construction related activities more specifically described in Section 4.8 and Exhibit B-2 of this Agreement.

- 5.0** Section 2.3 of the Agreement is deleted in its entirety.

- 6.0** Section 4.3 of the Agreement is amended as follows:

Design Submittals. Sound Transit will notify the City Coordinator three (3) weeks in advance of providing a Design Submittal to the City for review. The City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within 30 days of receipt of the Design Submittal:

- 30% Design Development Concept Submittal
- 60% Design Development Submittal
- In Progress 90% Design Development Submittal
- 100% Early Work Design Development Submittal
- Early Work Pricing Set Revision Submittals
- 90% ~~100% Construction Permitting~~ Main Civil Package Submittal
- 90% 145<sup>th</sup> Street Garage Submittal
- 90% 145<sup>th</sup>/185<sup>th</sup> Street Stations Submittal
- 100% Main Civil Package Submittal
- 100% 145<sup>th</sup> Street Station; 100% 145<sup>th</sup> Street Garage; and 90% 185<sup>th</sup> Street Garage Submittals
- 100% 185<sup>th</sup> Street Garage Submittal

If within five (5) working days of the submittal the City provides notice to Sound Transit that a Design Submittal that has been submitted or resubmitted by Sound Transit is incomplete, the timeline for that particular review shall be deemed not to have started until Sound Transit submits a complete set of plans. If no notice is provided within five

(5) working days, the submittal shall be considered to be complete. Notwithstanding the foregoing, if the City provides Sound Transit with notice within the initial five (5) working days after Design Submittal that due to the complexity or size of a submittal the City will require more time for review, it may have up to an additional five (5) working days to conduct its review.

If the City foresees that Design Submittal comments will not be returned within thirty (30) days of receipt of the Design Submittal, the City Coordinator shall notify the ST Coordinator as soon as the delay is identified and the City and ST Coordinators will jointly determine whether corrective steps described in Section 5.5.1 should occur.

Modified timelines for submittals design review by the City can be provided if both Parties agree to an alternative review schedule.

**7.0** Section 4.5 of the Agreement is amended as follows:

Timing. The City shall assign the City Coordinator; upon of execution of this Agreement and Sound Transit shall assign the ST Coordinator upon execution of this Agreement, as identified in Exhibit D. Final Design is expected to continue through the first third quarter of 2018~~9~~, ~~with Design Submittals scheduled as follows:~~

- ~~• Q4, 2016: 30% Design Development Submittal/Special Use Permit Submittal~~
- ~~• Q2, 2017: 60% Design Development Submittal~~
- ~~• Q3, 2017: 90% Design Development Submittal~~
- ~~• Q1, 2018: 100% Construction Permitting Submittal~~

~~The Special Use Permit is scheduled to be issued before Quarter 2, 2017.~~

**8.0** Section 4.7 of the Agreement is amended as follows:

Third Party Utilities. This Agreement acknowledges that the City ~~intends to take over the~~ is operating ~~ons of~~ the wastewater utility in the City of Shoreline via a service contract with the Ronald Wastewater District in King County. This Agreement also acknowledges that full City governance of the Ronald Wastewater District in King County and/or Snohomish County will occur at some time prior to the expected issuance of construction permits for completion of Project construction. The City shall continue to review and comment on all Design Submittals with due consideration of its ~~intended~~ future operational interests in the operation and facilities of said utility district.

**9.0** A new Section 4.8 is added to the Agreement as follows:

**4.8** Construction Services.

4.8.1 Construction Services Included in Scope of Work. The scope of activities covered in this Agreement shall include the City's performance of the following construction-related services for the Project (collectively, the "Construction Services"):

- (1) Support and review of construction permits and processing for L200 and a portion of L300, including permit revisions and supplemental permit submittals. Provide resolution of any inconsistencies among review comments from the City's departments and provide Sound Transit with consistent and consolidated review, comments, and decisions;
- (2) Participate in regularly scheduled project-level coordination meetings and provide construction coordination and communication between Sound Transit, the Contractor, the public, utility companies, emergency services, and the City, or others as necessary;
- (3) Coordinate and perform construction inspections and review of special inspection reports associated with the permits identified in **Exhibit A-2** and issue final certificates of occupancy as needed by Sound Transit or Sound Transit contractors for the Project;
- (4) Provide coordination of all Construction Plans, such as: traffic control plans, noise control plans, and construction monitoring plans. Coordinate submittals and manage reviews and commenting from necessary parties, such as City departments and separate utilities, including: Ronald Wastewater, Seattle City Light, Seattle Public Utilities, North City Water District, Parks, Recreation and Cultural Services, Public Works, Shoreline Fire Department, Police, Planning and Community Development, Shoreline Public School District, and Puget Sound Energy;
- (5) Review and inspect the Project for compliance with special conditions of permit(s) identified in **Exhibit A-2**;
- (6) The Parties may mutually agree in a subsequent agreement that certain Project elements will be completed by the City with actual costs of such elements to be fully reimbursed by Sound Transit;
- (7) Assist Sound Transit with processing Right of Way transfers, such as: street vacations, compensation mechanisms, and dedications;
- (8) Provide administrative services associated with this agreement, such as invoicing and managing agreements;
- (9) Provide support for records control of necessary plan and permit submittal documents and updates to City records and databases; and
- (10) Other duties and responsibilities as specified in Exhibit B-2, defined in the scope of work, or additionally agreed upon between the Parties.

- 4.8.2 City Construction Coordinator. The City shall assign a City staff contact (the “City Construction Coordinator”) to coordinate the City’s work on the Construction Services with the City Coordinator, the ST Coordinator, and the ST Construction Coordinator. The City shall designate the City Construction Coordinator upon execution of this Second Amendment to the Agreement as identified in **Exhibit D**. In addition to carrying out the Project and Agreement management tasks for the construction phase of the Project, the City Construction Coordinator shall identify and disclose to Sound Transit as soon as practicable any other projects, proposals, or circumstances (e.g. public projects, utility projects, transportation projects, private development projects, etc.) that have the potential to conflict or interfere with the expeditious construction of the Project. The City may change the City Construction Coordinator by providing notice to Sound Transit.
- 4.8.3 Sound Transit Construction Coordinator. Sound Transit shall assign a Sound Transit staff contact to serve as the central point of contact for the construction phase of the Project (the “ST Construction Coordinator”). Sound Transit shall designate the ST Construction Coordinator upon execution of this Second Amendment to the Agreement as identified in **Exhibit D**. In addition to carrying out the Project and Agreement management tasks for the construction phase of the Project, the ST Construction Coordinator will be responsible for ensuring that the City is informed as soon as practicable of any scope or schedule changes that may impact the City. Sound Transit may change the ST Construction Coordinator by providing notice to the City.
- 4.8.4 Construction Inspection. The City shall assign staff or identify the need for consultant support to perform all construction inspections required for the Project. The City shall designate the City inspection staff or the consultant firm to provide construction inspection services on or before Sound Transit issues its Notice to Proceed for the Project. The Parties acknowledge that Sound Transit will be performing inspections of its own work and that the City’s role will be limited to conducting inspections for the purpose of satisfying the City’s permitting requirements; the City will not perform full-time inspection work for Sound Transit.

**10.0** Section 5.1 of the Agreement is amended as follows:

Amount. The cost estimate provided in **Exhibit C-1** represents the Parties’ best and reasonable efforts to estimate the duration, city staffing needs, and budget for City costs related to the pre-construction and construction phases of the Project. Based on this estimate, Sound Transit will pay the City an amount not to exceed ~~Two Million Dollars (\$2,000,000)~~ Five Million, Seven Hundred Thousand, Six Hundred and Sixty-nine Dollars (\$5,700,669) to reimburse the City for ~~of~~ costs incurred related to design review, permitting, and project management and coordination, and construction of the Project as described in this Agreement.

**11.0** A new Section 5.6 is added to the Agreement as follows:

Permit Fees. Sound Transit's payment for Permitting and Construction Services under this Agreement shall be in lieu of any permit fees that the City would ordinarily charge for the permits listed in **Exhibit A-2**. The City shall deduct the amount of any reinspection fees collected directly from contractors related to Contractor-obtained permits as specified in **Exhibit A-2**. The City retains sole discretion for determining when to assess reinspection fees consistent with City practices.

**12.0** Section 15 of the Agreement is amended as follows:

15.1 To promote effective intergovernmental cooperation and efficiencies, the City Coordinator, City Construction Coordinator, ST Coordinator, and ST Construction Coordinator (collectively the "Designated Representatives") are identified in **Exhibit D**. The Designated Representatives each party designates the following persons as their representatives ("Designated Representatives") who shall be responsible for coordination of communications between the Parties; and shall act as the points of contact for each Party; The Designated Representatives shall coordinate with the City Coordinator and the ST Coordinator and shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The Designated Representatives are:

**SOUND TRANSIT:**

**CITY OF SHORELINE:**

**John Evans, Light Rail Project  
Manager**

**Jim Weber, Project Manager**

- 15.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by providing notice to the other Party during the term of this Agreement.
- 13.0** Exhibit A-1, "Permits Covered by Agreement," which was added pursuant to the First Amendment to this Agreement, is replaced in its entirety with the attached Exhibit A-2.
- 14.0** Exhibit B-1, "City Services to Be Provided," which was added pursuant to the First Amendment to this Agreement, is replaced in its entirety with the attached Exhibit B-2.
- 15.0** Exhibit C to the Agreement, "Estimated Cost of Final Design Review and Permit Processing," is replaced in its entirety with the attached Exhibit C-1, "Estimated Costs of Final Design Review, Permit Processing, and Construction Services."
- 16.0** Exhibit D, "Designated Representatives," is added to the Agreement.



**17.0** Effect of this Second Amendment. Unless expressly revised by this Second Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged by this Second Amendment.

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Second Amendment to the Agreement by having its authorized representatives affix her or his name in the appropriate space below:

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY  
(SOUND TRANSIT)

THE CITY OF SHORELINE

By: \_\_\_\_\_  
Peter M. Rogoff, Chief Executive Officer

By: \_\_\_\_\_  
Debbie Tarry, City Manager

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

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

Authorized by Motion No. \_\_\_\_\_

Authorized by City Council Motion on  
\_\_\_\_\_, 2018

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Natalie A. Moore, Legal Counsel I

By: \_\_\_\_\_  
Margaret King, City Attorney

**Exhibit List:**

Exhibit A-2: Covered Permits

Exhibit B-2: Description of City Services

Exhibit C-1: Estimated Costs for Final Design Review, Permit Process, and  
Construction Services

Exhibit D: Designated Representatives

**Exhibit A-2: Permits Covered by Agreement**

<b>Permit Type</b>	<b>Notes</b>	<b>Reinspection Fees- Contractor</b>
<b>Building Permits:</b>	Includes Plan Review & WABO surcharge	
<b>New Commercial Walls &amp; Misc. Structures</b>		
<b>Tenant Improvement</b>	To be obtained by Contractor - For field offices, if applicable	YES
<b>Residential Remodel</b>	To be obtained by Contractor - For noise mitigation on existing homes, if applicable	YES
<b>Mechanical Permits</b>	To be obtained by Contractor	YES
<b>Plumbing Permits</b>	To be obtained by Contractor	YES
<b>Site Development Permits</b>		
<b>Clearing and Grading</b>	(if applicable)	
<b>Tree Removal</b>		
<b>Right of Way Use</b>	May include work to be completed by Seattle City Light or Seattle Public Utilities consistent with franchise agreements if SCL or SPU are co-applicants on relevant permits	
<b>Right of Way Site Lot Line Adjustments, Lot Mergers, Subdivisions</b>	(if applicable)	
<b>Demolition Permits</b>		
<b>Sign Permits – Permanent</b>	Includes permanent signs for stations, etc.	
<b>Sign Permits – Temporary</b>	To be obtained by Contractor – includes temporary/constructions signs, if permit required	YES
<b>Wastewater Permits</b>	Cap-off and Connection Permits to be obtained by Contractor	YES
<b>Administrative Design Review</b>		
<b>Temporary Use Permits</b>	(if applicable)	
<b>Special Use Permit(s)</b>		
<b>Interpretations of the Development Code</b>	(if applicable)	
<b>Variances – Zoning</b>	(if applicable)	
<b>Critical Area Special Use Permits</b>		
<b>Street Vacation Permit</b>		
<b>Deviation from Engineering Standards</b>		
<b>Floodplain Development Permits</b>		
<b>Fire System Costruction Permits</b>	To be obtained by Contractor - Inculdes intake and issuance only of fire permits. See Notes (2) and (3)	NA
<b>Noise Variances</b>		

**Notes:**

- (1) Utility permits such as electrical permits are not included as part of this Agreement.**
- (2) Fire System Construction permit intake and issuance, once approved by the Shoreline Fire District, will be performed by the City as part of this Agreement. Review of these permits will be completed by the Shoreline Fire District and not included as part of the service provided by the City as specified in this Agreement.**
- (3) Fire System Operational permits are not part of this Agreement.**
- (4) Third Party review of submittal items in accordance with SMC Title 20 is included as part of this Agreement and is reimbursable consistent with section 5.2.2 Consultants.**
- (5) Fees for reinspection of the Contractor-obtained permits identified by “YES” in the “Reinspection Fees-Contractor” column of this table are the responsibility of the Contractor and will be deducted, consistent with Section 5.6, from City monthly invoices under this Agreement.**

**EXHIBIT B-2: CITY SERVICES TO BE PROVIDED**  
**Description of City Services**

**SECTION 1 STAFFING AND RESOURCES COVERED FOR DESIGN REVIEW AND PERMITTING SERVICES**

The Final Design Submittals are expected to be submitted to the City separately for various elements of the Project, rather than as a complete package, and with the approximate timing indicated below. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit, as closely as practical within the number of days specified in Section 5 of this Agreement for each of the following Design Submittals:

**Complete Submittals:**

- Q4, 2016: 30% Design Submittal (185<sup>th</sup> and 145<sup>th</sup> Street Stations, Garages and site)
- Q2, 2017: 60% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- Q2, 2018: In Progress 90% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- Q3, 2018: 100% and Price Set Revision Early Work Package Submittals

**Planned Submittals:**

- Q4, 2018: 100% Main Civil Package Submittal
- Q1, 2019: 90% 145<sup>th</sup> Street Garage Submittal
- Q1, 2019: 90% 145<sup>th</sup>/185<sup>th</sup> Street Stations Submittal
- Q2, 2019: 100% 145<sup>th</sup> Street Station Submittal; 100% 145<sup>th</sup> Street Garage Submittal; and 90% 185<sup>th</sup> Street Garage Submittal;
- Q3, 2019: 100% 185<sup>th</sup> Street Garage Submittal

Construction permit application submittals will follow the required Land Use Permit decisions and related 100% Package Submittals. Estimated timeframes for permit submittals are not included in this Agreement due to the volume of permits and the flexibility needed to adjust submittal dates due to a wide range of factors. The Designated Representatives will coordinate with Sound Transit and contractor permitting staff to endeavor to facilitate permit submittal dates that support the Sound Transit project schedule.

In order to proactively work through design issues, and reduce the amount of time required for formal review of these design and permit submittals, key City staff will meet on a regular basis with the Sound Transit design review team on elements of the design. Weekly coordination and design meetings are anticipated for the duration of the Final Design phase of the project.

Staff is also expected to participate in the following workshops: Station Area Multi-modal Access; Permitting and other project delivery related project workshops.

## **1.1 Overview of Design Review and Permitting Positions Required**

### **1.1.1 City Coordinator (City Project Manager for Permit Services)**

The City Coordinator, as referred to in the Agreement, has the role of City Project Manager for Permit Services during the design review and permitting phase of this project and is henceforth referred to as such in this document. The City Project Manager for Permit Services will coordinate City design and permitting review for the Project. The City Project Manager for Permit Services shall provide central coordination of all Design and Permit Submittal reviews and comments from all involved City departments. The City Project Manager for Permit Services shall resolve any inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review comments. In addition to these tasks, the City Project Manager for Permit Services shall participate in ad hoc and regularly scheduled project-level design and coordination meetings. The City Project Manager for Permit Services shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

The City Project Manager for Permit Services shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement.

Responsibilities include:

- Provide to Sound Transit, monthly progress reports and invoicing in accordance with Section 5 of the Agreement;
- Lead coordination for the City between the City and Sound Transit for the review of design and permitting submittals for both light rail stations and garages in Shoreline, light rail track alignment and other associated structures;
- Review design and permitting submittals in coordination with the City's Engineering, Planning and Community Development ("PCD"), Surface Water & Environmental Services and Operations/Maintenance and provide written review comments on all design submittals and permit application submittals;
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project design and coordination meetings with Sound Transit staff and design consultants;
- Lead City's ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and
- Lead response to inquiries from City staff, Council and Citizens. Serve as a liaison from Council recommendation to staff reviewers for the 100% Main Civil Package Submittal,

90% 145<sup>th</sup> Street Garage Submittal, 90% 145<sup>th</sup>/185<sup>th</sup> Street Stations Submittal, 100% 145<sup>th</sup> Street Stations; 90% 185<sup>th</sup> Street Garage; 100% 145<sup>th</sup> Street Garage Submittal and 100% 185<sup>th</sup> Street Garage Submittal and the Construction Permitting Submittal for the stations, garages, sites associated structures, and ROW improvements.

#### 1.1.2 Project Administrative Assistant

This position will support the City Project Manager for Permit Services and Shoreline staff's review of the Final Design and permitting submittals for the Lynnwood Link Light Rail project and support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency technical staff and their consultant team. Specific duties including:

- Distributing design deliverable documents to City staff or consultants for review, tracking and compiling reviewer comments, following up on comments to submittals, drawings and specs reviews, etc.;
- Providing support to the department/division; administrative support for a variety of committees as assigned –preparing meeting materials and summarizing meeting discussions and outcomes; and
- Collecting, reviewing, and inputting staff comments into required spreadsheets and SharePoint sites. Establishing and maintaining permanent hard files and soft (SharePoint) copies of project files.

#### 1.1.3 City Development Review Engineer

The City shall assign a Development Review Engineer for the Project. The City Development Review Engineer will lead development review of design and permitting submittals for both light rail stations and garages, light rail track alignment, associated structures and right of way improvements. This position will review Project designs, specifications, estimates, and other documents. Specific responsibilities will include:

- Review plans for compliance with applicable codes and City standards including, but not limited to, roadway/frontage design, erosion control, American Disabilities Act wastewater and surface water;
- Review design and permit submittals in coordination with PCD, Surface Water & Environmental Services, Construction Services, Traffic Services and Operations/Maintenance; provide written review comments at 30%, 60%, 90%, and 100% completion;
- Attend weekly internal coordination meetings, ad hoc and weekly design and coordination meetings with Sound Transit staff and design consultants;
- Ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and

- Assist with response to inquiries from City staff, Council and Citizens.

#### 1.1.4 Traffic Engineer

The City shall assign a Traffic Engineer to the Project. The Traffic Engineer will review, analyze, and recommend appropriate mitigation regarding traffic engineering and impact studies associated with Lynnwood Link Extension project as it relates to Shoreline.

Project Responsibilities will include:

- Review of the station area multi-modal access assessments to ensure pedestrian, bus, bicycle and traffic needs are met and/or appropriately mitigated;
- Review 30%, 60%, 90%, and 100% Construction Permitting Submittal for traffic elements such as signals, channelization, signage and other traffic control devices;
- Review construction phase traffic control, maintenance of traffic, and haul route plans for the project;
- Work with neighborhoods to identify concerns and develop traffic calming and parking alternatives in alignment with the Neighborhood Traffic Safety Program;
- Ensure Sound Transit's traffic modeling accurately reflects existing and future conditions. Make sure Sound Transit's impacts are incorporated into the City's Traffic Model;
- Assist with response to inquiries from City staff, Council and Citizens; and
- Attend internal coordination meetings and meetings with Sound Transit staff and design consultants.

#### 1.1.5 Senior Planner

The City shall assign a Senior Planner for the project. This position will conduct the design review process for the stations, garages, sites, and associated structures at the 30%, 60%, 90%, and final phases. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination.

Project responsibilities will include:

- Serve as the lead zoning reviewer and prepare comments on the 30%, 60%, 90%, and 100% construction permitting submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20;
- Serve as lead reviewer for processing the following permit types: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits,

Interpretations of the Development Code, Variances, and Critical Area Special Use permit(s);

- Attending weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed;
- Updating the City's website & Currents with ongoing information about the project;
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the design of the Lynnwood Link Extension project; and
- Developing local codes, policies, agreement components and procedures related to light rail construction and ongoing services.

NOTE: The City anticipates utilizing the services of an on-call Planner Associate or City-employed Senior/Associate Planner to assist the Senior Planner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

#### 1.1.6 Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, miscellaneous structures (retaining walls, noise walls, signs) as part of the 30%, 60%, 90%, and 100% review of design and permit submittals. As determined necessary by the City, this position will be tasked with the following:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15;
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to the 30%, 60%, 90%, and final submittals;
- Review and comment on the compliance of the 30%, 60%, 90%, and 100% design and construction plans and specifications with the Regulations for Barrier Free Facilities and Energy Codes; and
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

NOTE: The City anticipates the possibility of utilizing additional on-call consulting services to assist the Structural Plans Examiner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.



#### 1.1.7 Permit Technician

The Permit Technician will perform such duties as:

- Logging all plan sets and revisions received for the official 30%, 60%, 90%, and final 100% submittal into the permit tracking system;
- Setting up file sets to distribute to reviewers; and
- Processing (intake and issuance) of all ancillary permits as described in Exhibit B-2.

#### 1.1.8 Building Inspector

It is anticipated that starting in 2017 Sound Transit may be acquiring permit approvals and completing “early work” such as demolitions. Therefore, this Agreement includes inspection services for demolition permits. The City anticipates contracting with a consultant to perform these inspections on an on-call basis.

#### 1.1.9 Lead Construction/ROW Inspector

The City shall assign a Lead Construction/ROW Inspector for the project construction to ensure construction activities meet City standards and permit requirements. With construction occurring at multiple locations with different contractors it is important to have a “Lead” that can coordinate between projects/permits, provide assistance when needed and communicate issues with Contractors and Sound Transit.

Typical tasks include:

- Assisting the Construction Supervisor in managing inspection work for Sound Transit projects;
- Manage three construction inspectors;
- Organize material testing and documentation services;
- Manage one full-time Project Coordinator;
- Coordination with ongoing current ROW inspections not related to Sound Transit projects;
- Coordination with City Operations/Maintenance and third-party utilities;
- Coordinate and communicate issues or problems with Sound Transit, Contractors, utility companies and/or other City staff to reach solutions;
- Work with citizens, residents to answer questions and resolve issues;
- Review 30%, 60%, 90% and final plans for all Right of Way work; specifically review construction feasibility and construction impacts such as haul routes, staging areas, and noise; and
- Maintain oversight of all permits in construction areas including

anticipating/identifying conflicts or problems between permit activities.

#### **1.1.10 Wastewater Utility Specialist**

The City shall assign a Wastewater Utility Specialist for the project. This position will provide design review and applicable inspection services for the IP90 milestone and wastewater permit submittals as it pertains to wastewater utility operations and permitting. This position will coordinate with Ronald Wastewater District's contract engineers and City staff reviewing and permitting the light rail project to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction. NOTE: This position does not replace reviews or approvals conducted on behalf of the Ronald Wastewater District by CHS Engineers or others directly working for the district.

Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on the IP90%, 90%, and 100% construction permitting submittal and associated reports for the sewer-related work proposed as part of this project;
- Serve as lead reviewer for processing the following permit types: Sewer Availability Request; Wastewater cap-off permits, Wastewater new connection permits, or repair permits;
- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Provide sewer as-built information and update the related Geographic Information system databases to ensure LLE project changes are accurately incorporated into these records; and
- Attend weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed.

## **SECTION 2: CONSTRUCTION SERVICES STAFFING AND RESOURCES COVERED**

Sound Transit expects to start construction for the L200 and L300 Early Work Package in Q1 of 2019. Main Package - guideway, station areas, and ancillary facilities - construction is expected to start in Q3 or Q4 of 2019. Sound Transit anticipates that an unknown number of permit revisions will need to be submitted based on contractor designed items and unanticipated changes to design need to be made due to specific circumstances in the field, related to availability of materials, or other unknown issues that arise during construction. The City shall perform all inspections and review of special inspections for all building permits, ROW use permits, and site development permits required and issued by the City. Additionally, the City shall perform timely review of permit revisions, supplemental submittals, and additional permit applications upon receipt and return of unified and coordinated comments and corrections or

approvals from all relevant City departments to Sound Transit and its designated contractor(s) for all required construction permits.

In order to proactively work through construction issues, reduce the amount of time required for formal review of revisions and supplementary submittals, as well as any corrections that arise in the course of inspections, key City staff will attend the L200 and L300 weekly progress meetings, and other regular meetings as needed, with the Sound Transit GCCM team.

The City owns and operates the public Rights-of-Way, surface water facilities, and parks. The City currently operates the Wastewater Utility facilities on behalf of Ronald Wastewater District. During the duration of this Agreement, it is probable that the City will also assume ownership of the wastewater utility, but the details of that transition are not yet finalized. City of Shoreline Police Department is staffed through contracted law enforcement services with the King County Sheriff's Office. The City does not own or operate water, electricity, or gas utilities within the City limits, but there are franchise agreements between the City and these utility providers that may be applicable to this Project. The positions and tasks described in this section are intended to cover the construction services that are within the normal scope of services provided directly by the City and will not include work that the City normally relies on project contracts or other utilities to provide.

## **2.1 Overview of Positions Required**

### **2.1.1 City Construction Coordinator (City Project Manager for Construction Services)**

The City Project Manager for Construction Services, referred to as the City Construction Coordinator in the Agreement, will be the City's primary point of contact during the construction phase of the Light Rail project and will provide central coordination of all revision submittal reviews and comments, inspections, and issue resolution from all the City Departments. The City Project Manager for Construction Services shall participate in ad hoc and regularly scheduled construction and coordination meetings. The City Project Manager for Construction Services shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project. Maintenance of the City's permit and construction documentation for multiple permits occurring simultaneously at different locations will also be the responsibility of the City Project Manager for Construction Services.

The City Project Manager for Construction Services shall communicate regularly with Sound Transit and the project Contractors to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The City Project Manager for Construction Services will also coordinate with Sound Transit on any additional negotiations of agreements or plans necessary for all identified permit conditions and required project mitigation.

Responsibilities include:

- Provide monthly progress reports and invoicing to Sound Transit in accordance with Section 5 of the Agreement.
- Lead coordination for the City between the City and Sound Transit for the inspection of project construction, review of permit revision submittals, as-built submittals, and final permit close-out of all construction permits for light rail stations, garages in Shoreline, light rail track alignment, and other associated structures.
- Support and coordinate with Lead and other Construction/ROW Inspectors by coordinating inspection requests, preparing for meetings, maintaining meeting agendas and minutes, and documenting/tracking issues and resolutions.
- Manage all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Provide coordination with Shoreline Fire Department and Shoreline Police as needed during construction.
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.
- Lead City's ongoing coordination with Sound Transit staff and construction contractors on utility relocations, roadway realignment, haul routes, park impacts, and similar construction issues.
- Coordinate and support transfer of permit plans and as-built data by the GIS Technician to CityWorks asset management and GIS.
- Develop local codes, policies, agreement components, and procedures related to light rail construction and ongoing services.
- Lead response to inquiries from City staff, Council, and Citizens.

#### 2.1.2 Project Administrative Assistant

This position will support the City Project Manager for Construction Services and Shoreline staff's construction inspections and review of revision and supplementary submittals for the Lynnwood Link Light Rail project. The Administrative Assistant will also support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency staff and their contractor team. Specific duties include:

- Distributing revision and supplementary submittal documents to City staff or consultants for review, tracking, and compiling reviewer comments, following up on comments to submittals, special inspection reports, and as-built reviews, etc.

- Providing support to the Light Rail Construction project team and internal meetings as assigned – preparing meeting materials and summarizing meeting discussions and outcomes.
- Supporting the City Project Manager for Construction Services with management of all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Supporting the Permit Technician and Inspectors with inputting project documents into TrackIt permit software and SharePoint sites. Establishing and maintaining permanent hard files and soft (TrackIt and SharePoint) copies of project files.
- Assisting in maintenance of the City's Sound Transit information web pages.
- Archiving records related to this project for all staff working on the project.

### 2.1.3 Senior Planner(s)

The City's Senior Planner(s) will manage and conduct revision review process for project construction permits as well as review of additional permits submitted for the project. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination. This position will also coordinate inspections by the City's qualified professionals for inspections required related to trees, critical areas, and noise.

Project responsibilities will include:

- Serve as the lead zoning reviewer and prepare comments on permit revision submittals, as-built submittals, and final permit close-out of all construction permits submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20.
- Serve as lead to ensure that all zoning and development code permit requirements and conditions are met for the following types of permits: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of Development Code, Variances, and Critical Area Special Use permit(s).
- Conduct zoning related inspections or coordinate the City's contracted qualified professionals to complete inspections related to trees, critical areas, landscaping, and noise.
- Attending weekly internal coordination meetings and ad hoc and biweekly contractor coordination meetings regarding construction as needed.
- Attend weekly internal coordination meetings as well as ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors as needed.

- Updating the City's website and provide Currents articles with ongoing information about the project.
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the permitting and construction of the Lynnwood Link Extension project.
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the construction of the Lynnwood Link Extension project.

#### 2.1.4 Permit Technician

The Permit Technician will perform such duties as:

- Processing (intake and issuance) of all permits as described in **Exhibit A-2**.
- Logging all revisions, supplementary submittals, and as-built plans submitted for all required project permits in the permit tracking system and routing them to the permit project managers.
- Setting up file and/or electronic submittal sets to distribute to reviewers.
- Provide support to ST staff and contractors answering questions regarding permit submittal, revision and supplemental submittals, and issuance.

#### 2.1.5 Building Official

The Building official will provide building code interpretation and application decision-making for construction permits as questions or issues arise.

#### 2.1.6 Building Inspector

The Building Inspector will provide combination inspection services for all construction permits issued by the City on light rail structures (excluding elevated guideway), station sites, and related ancillary structures and facilities not located within the City's Rights-of-Way. The City anticipates a combination of designating City staff to the project and contracting with a consultant to perform these inspections. The Parties acknowledge that Sound Transit will be performing inspections of its own work and that the City Building Inspector's role will be limited to conducting inspections for the purpose of satisfying the City's permitting requirements; he or she will not perform full-time inspection work for Sound Transit.

Project responsibilities will include:

- Ongoing combination building inspections (excluding electrical inspections) of two light rail stations and ancillary structures along the light rail track alignment.

- Review of erosion and sedimentation control monitoring reports from contractor and site inspection when issues arise.
- Review and approval of special inspection reports as required for these construction permits.
- Coordination with Senior Planner and qualified professionals to ensure that tree, critical area, and landscaping inspections are completed when requested.
- Input of inspection approvals and corrections in the City's permitting system (TrackIt) and communication of inspection results to Sound Transit and the contractors.
- Coordination with the Lead Construction/ROW Inspector to ensure that all required inspections are completed where structures and facilities cross current property lines between City ROW and parcel properties or WSDOT Limited Access. Street vacation and final adjustments of property lines may not yet be completed at the time of early construction inspections so determination of which inspector needs to inspect will need to be made.
- Attend weekly internal coordination meetings and ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.

#### 2.1.7 Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, ancillary buildings, miscellaneous structures (retaining walls, noise walls, signs, fire access stairs) for revision and supplementary permit submittals during the construction phase. As determined necessary by the City, this position will be tasked with:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15, with the Regulations for Barrier Free Facilities and Energy Codes.
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to permit revision submittals, supplementary design submittals provided by the contractors, and additional related to additional building permits submitted during the construction phase.
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

**2.1.8 City Engineer II (DRE/CP)**

A City Development Review Engineer or Capital Projects Manager will support the ROW and Combination Building Inspectors as needed during the construction phase of the Project, including tasks such as:

- Provide review of permit revisions and supplemental submittals during the construction phase of the project.
- Provide decisions on questions from inspectors related to civil design conditions and requirements as needed.
- Facilitate consolidated communication of review comments, responses to questions, or other requested decision from various Public Works positions providing review or decision direction during the construction phase.

**2.1.9 Traffic Engineer or Engineer II (Traffic/DRE/CP)**

The Traffic Engineer or other assigned Engineer II will provide traffic control plan review as needed during construction and will provide decision-making for revisions or supplementary submittals traffic control construction plans and as questions or issues arise during the construction phase.

**2.1.10 Wastewater Utility Specialist**

The assigned Wastewater Utility Specialist will inspect sewer cap-offs and new sewer connections. This position will also provide review services for the supplementary wastewater permit submittals or revisions as it pertains to wastewater utility operations and permitting. This position will coordinate with Ronald Wastewater District's contract engineers and City staff to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction. This position does not currently replace reviews or approvals conducted on behalf of the Ronald Wastewater District by CHS Engineers or others directly working for the district. When the City assumes ownership of Ronald Wastewater District the responsibilities of this position and any engineering review and inspections related to the capital project work being completed by Sound Transit for Ronald Wastewater District may need to be revisited for continued provision of construction services with that change in ownership. Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on revisions or supplemental construction permit submittals and associated reports during construction of sewer-related work proposed as part of this project;
- Serve as lead reviewer for processing the following permit types: Sewer Availability Request; Wastewater cap-off permits, Wastewater new connection permits, or repair permits;



- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Review sewer as-built information and verification of accuracy when this information is added to the City's Geographic Information system and asset management system to ensure LLE project changes are accurately incorporated into these records; and
- Attend weekly internal coordination meetings and ad hoc and biweekly contractor coordination meetings regarding design and permitting as needed.

#### 2.1.11 Lead Construction/ROW Inspector

This position will perform inspection of all construction activities in the Right of Way and City Parks to ensure projects meet permit requirements, City and other codes or standards. Multiple projects will be occurring in multiple locations by multiple contractors which will require multiple inspectors.

Based on current information the following projects/phases will require frequent inspections:

- Frontage and other improvements at Shoreline South/145th Station
- Frontage and other improvements at Shoreline North/185th Station
- Realignment of roadways and other impacts associated with track construction
- Construction and mitigation installation at City Parks
- Utility relocations associated with all elements of the project
- Other capital projects associated with mitigation (i.e. sidewalks, signal reconstruction, surface water facilities)

Typical tasks include:

- Ongoing inspection of two light rail stations and light rail track alignment and structures (civil, utilities, frontage improvements, roadway relocations, street landscaping, etc.);
- Inspect for adequate traffic control;
- Coordinate with City and third-party utilities during construction;
- Maintaining clear written, photographic, and video records of all construction under permits;
- Inspection of separate capital projects related to Sound Transit Lynnwood Link projects.
- Coordination with the Building Inspector to ensure that all required inspections are completed where structures and facilities cross current property lines between City ROW and parcel properties or WSDOT Limited Access. Street vacation and final adjustments of property lines may not yet be completed at the time of early

construction inspections so determination of which inspector needs to inspect will need to be made.

**2.1.12 Construction/ROW Inspector**

When ROW Inspection work exceeds the capacity of the Lead Construction/ROW inspector another Construction/ROW Inspector will be assigned to the project. The position responsibilities will be a subset of those described for the Lead Construction/ROW Inspector

**2.1.13 Senior Parks Maintenance Worker**

This position will provide coordination of work within City parks and review/approval of revisions related to parks properties (Twin Ponds, Ronald Bog, Ridgecrest Park).

**2.1.14 GIS Technician**

The GIS Technician will complete input of changes to City assets planned based on approved permit drawings then will revise and finalize these changes based on final as-built drawings and records in both the City GIS and the asset management systems.

**2.1.15 Qualified Professional Consultants**

For review of revisions and inspections related to Trees, Geologic Hazard Areas, Fish and Wildlife Habitat Conservation Areas, and Wetlands.

## ***Attachment A***

Staff Position
<b>CMO - Project Management</b>
*Project Manager (Design/Permit)
*Administrative Assistant (Design/Permit)
<b>Planning &amp; Community Development</b>
*Planner, Senior
Planner, Associate/Senior
Permit Technician
(Technical Assistant)
Building Official
Building Inspector
Plans Examiner, Structural
<b>PW-Engineering &amp; Construction Services</b>
*Development Review Engineer
City Engineer
Traffic Engineer
Transportation Planner
Engineer II (Traffic/Other)
Wastewater Utility Specialist
Surface Water Utility Manager
Construction/ROW Inspector
<b>Parks, Recreation, &amp; Cultural Services</b>
Planner, Senior
Senior Parks Maintenance Worker
<b>Qualified Professionals</b>
Arborist - Trees
Noise Professional
Geotechnical Engineer (Geologic Hazards)
Biologist - Wetlands & Streams
Total FTE By Quarter
Total Cost By Quarter

<p><b>Current Staff Position</b></p> <p>Sound Transit reimburses only for time spent on ST project for current staff not dedicated to Light Rail Project</p>
<p><b>Consultant or Current Staff depending on capacity</b></p> <p>Consultant Rates used for estimates</p>

**NOTE - Staff Position estimates include:**

- Hourly rates include salary & benefits and "direct overhead".
- Hourly rates factor out vacations, sick leave, and trainings for total hours actually worked in a year 1768.
- Direct overhead includes:
  - One-time costs associated with positions annualized to include, computer, desk phone, cubicle/desk, and chair.
  - Ongoing costs associated with staff include, cell phone, office supplies, travel and training
- Direct overhead does not include manager oversight
- Staff Positions annual rate increase is based on estimated COLA.

• Consultant estimate

- No rate escalation included through 2019.

Actual Total To Date (6/2018)		\$966,536.15	
0.25 FTE =	442 hours	0.5 FTE =	884 hours
1.0 FTE =	1768 hours		

**Total Cost Estimate  
Permit Services  
2016-2018**

**\$1,388,509**

Permit Services		Total Cost Estimate	
2016	2019	2016	2019
\$1,620,137	\$1,845,594	\$2,021,995	\$2,194,687

## Sound Transit Construction - Shoreline Staffing Estimates

2019-2024			ESTIMATE 2019						ESTIMATE 2020						ESTIMATE 2021						ESTIMATE 2022						ESTIMATE 2023						ESTIMATE 2024											
Staff Position	2018 Hourly Rates	Transition Phase 100% Design, Permits & Early Work Construction						Construction						Construction						Construction						Testing Phase																		
		2019 Hourly 2.95% COLA						2020 Hourly ~2.20% COLA						2021 Hourly ~2.36% COLA						2022 Hourly ~2.23% COLA						2023 Hourly ~2.16% COLA						2024 Hourly ~2.17% COLA												
		1st Q	2nd Q	3rd Q	4th Q	2019 Cost	1st Q	2nd Q	3rd Q	4th Q	2020 Cost	1st Q	2nd Q	3rd Q	4th Q	2021 Cost	1st Q	2nd Q	3rd Q	4th Q	System Complete	2022 Cost	1st Q	2nd Q	3rd Q	4th Q	2023 Cost	1st Q	2nd Q	3rd Q	4th Q	2024 Cost												
		1.0295	1st Q	2nd Q	3rd Q	4th Q	2019 Cost	1.0220	1st Q	2nd Q	3rd Q	4th Q	2020 Cost	1.0236	1st Q	2nd Q	3rd Q	4th Q	2021 Cost	1.0223	1st Q	2nd Q	3rd Q	4th Q	2022 Cost	1.0216	1st Q	2nd Q	3rd Q	4th Q	2023 Cost	1.0217	1st Q	2nd Q	3rd Q	4th Q	2024 Cost							
		City Manager's Office																																										
		Project Manager (Construction)*																																										
		Administrative Support (Construction)*																																										
Planning & Community Development																																												
Planner, Senior		\$77.49	\$79.78	See Permit Services Estimate				\$81.53	0.5	0.5	0.5	0.5	\$72,073.43	\$83.46	0.25	0.25	0.25	0.25	\$36,887.18	\$85.32	0.1	0.1	0.1	0.1	\$15,083.91	\$87.16	0.1	0.1	0.1	0.1	\$15,409.72	\$89.05	0.1	0.1	0	0	\$7,872.05							
Permit Technician		\$49.77	\$51.24	See Permit Services Estimate				\$52.37	0.1	0.1	0.1	0.1	\$9,258.21	\$53.60	0.1	0.1	0.1	0.1	\$9,476.71	\$54.80	0.1	0.1	0.25	0.25	\$16,954.06	\$55.98	0.25	0.1	0.1	0	\$11,134.46	\$57.19	0	0	0	0	\$0.00							
Building Official		\$90.30	\$92.96	See Permit Services				\$95.01	0.02	0.02	0.02	0.02	\$3,359.52	\$97.25	0.02	0.02	0.02	0.02	\$3,438.80	\$99.42	0	0	0	0	\$0.00	\$101.57					\$0.00	\$103.77					\$0.00							
Building Inspector (staff/consultant)		\$110.00	\$113.25	0.5	0.5	0.5	0.5	\$100,109	\$115.74	0.5	0.5	0.5	0.5	\$102,310.97	\$118.47	0.25	0.25	0.25	0.25	\$52,362.75	\$121.11	0.5	0.5	0.5	0.5	\$107,060.89	\$123.73	0.1	0.1	0.1	0.1	\$21,874.68	\$126.41	0.1	0.1	0	0	\$11,174.68						
Plans Examiner, Structural (consultant)		\$150.00	\$154.43	See Permit Services Estimate				\$157.82	0.5	0.5	0.25	0.25	\$104,636.22	\$161.55	0.2	0.2	0.2	0.2	\$57,123.00	\$165.15	0.2	0.2	0.2	0.2	\$58,396.85	\$168.72	0.1	0.1	0.1	0.1	\$29,829.11	\$172.38	0.1	0.1	0.1	0.1	\$30,476.40							
PW - Engineering & Construction Services																																												
Engineer II (Dev. Review)*		\$83.08	\$85.53	See Permit Services Estimate				\$87.41	0.75	0.75	0.5	0.5	\$96,590.86	\$89.48	0.33	0.33	0.25	0.25	\$45,875.87	\$91.47	0.25	0.25	0.25	0.1	\$34,365.57	\$93.45	0.1	0.1	0.1	0.1	\$16,521.35	\$95.47	0.1	0.1	0.1	0.1	\$16,879.86							
City Engineer		\$109.68	\$112.92	See Permit Services Estimate				\$115.40	0	0	0	0	\$0.00	\$118.12					\$0.00	\$120.76					\$0.00	\$123.37					\$0.00	\$126.04					\$0.00							
Traffic Engineer		\$84.55	\$87.04	Permit Services				\$88.96	0.1	0.1	0.1	0.1	\$15,727.99	\$91.06	0.1	0.1	0.1	0.1	\$16,099.17	\$93.09	0.2	0.2	0.2	0.2	\$32,916.36	\$95.10	0.1	0.1	0.1	0.1	\$16,813.67	\$97.16	0.1	0.1	0.1	0.1	\$17,178.53							
Wastewater Utility Specialist		\$71.93	\$74.05	Permit Services				\$75.68	0	0	0	0	\$0.00	\$77.47	0	0	0	0	\$0.00	\$79.19	0.1	0.1	0	0	\$7,000.81	\$80.91					\$0.00	\$82.66					\$0.00							
Surface Water Utility Manager		\$84.14	\$86.62	Permit Services				\$88.53	0	0	0	0	\$0.00	\$90.62					\$0.00	\$92.64					\$0.00	\$94.64					\$0.00	\$96.69					\$0.00							
Lead Construction/ROW Inspector*		\$66.84	\$68.81	1	1	1	1	\$121,659	\$70.33	1	1	1	1	\$124,335.73	\$71.99	1	1	1	1	\$127,270.05	\$73.59	1	1	1	1	\$130,108.18	\$75.18	0.5	0.25	0.25	0	\$33,229.63	\$76.81	0	0	0	0	\$0.00						
Construction/ROW Inspector		\$65.18	\$67.10	0	0	0.25	0.25	\$14,830	\$68.58	0.25	0.25	0.25	0.25	\$30,311.95	\$70.20	0	0	0	0	\$0.00	\$71.76	0.5	0.5	0.5	0.5	\$63,438.44	\$73.31	0	0	0	0	\$0.00	\$74.90	0	0	0	0	\$0.00						
Parks Recreation & Cultural Services																																												
Senior Parks Maintenance Worker		\$65.43	\$67.36	Permit Services				\$68.84	0.1	0.1	0.1	0.1	\$12,171.28	\$70.47	0.1	0.1	0.1	0.1	\$12,458.53	\$72.04	0.1	0.1	0.1	0.1	\$12,736.35	\$73.59	0	0	0	0	\$0.00	\$75.19	0	0	0	0	\$0.00							
Administrative Services - IT																																												
GIS Technician*		\$52.74	\$54.30	0.5	0.5	0.5	0.5	\$47,998	\$55.49	0.5	0.1	0.1	0.1	\$19,621.38	\$56.80	0.1	0.1	0.1	0.1	\$10,042.22	\$58.07	0.1	0.1	0.1	0.1	\$10,266.17	\$59.32	0.5	0.5	0.5	0.5	\$52,439.57	\$60.61	0	0	0	0	\$0.00						
FTE Totals by quarter			2.8	2.8	3.77	3.79		5.82	5.42	4.92	4.92		3.95	3.95	3.87	3.87		4.65	4.65	4.7	4.55		3	2.35	2.35	2		1	1	0.55	0.55													
Staff Cost Totals by year								\$429,983						\$789,308.66						\$574,639.71						\$696,473.40						\$368,394.23						\$146,881.02						
Qualified Professional Consultants			50% Permits/50% Construction																																									
Arborist			Permit Services					\$1,500	\$1,500	\$3,000							\$2,000						\$2,000						\$2,000						\$5,000						\$1,000			
Noise Consultant			Permit Services					\$2,000	\$0	\$2,000							\$1,000						\$1,000						\$1,000						\$1,000						\$0			
Geotechnical Engineer			Permit Services					\$1,500	\$1,500	\$3,000							\$1,000						\$1,000						\$1,000						\$1,000						\$1,000			
Wetland/Wildlife Scientist			Permit Services					\$1,500	\$1,500	\$3,000							\$5,000						\$1,000						\$4,000						\$1,000						\$1,000			
Consultant Costs Totals by year								\$11,000						\$9,000						\$5,000						\$8,000						\$7,000						\$3,000						
15% Contingency								\$66,147						\$119,746						\$86,946						\$105,671						\$56,309						\$22,482						
Annual Totals								\$507,130						\$918,055						\$666,586						\$810,144						\$431,703						\$172,363						

**Exhibit D: Designated Representatives**

Pursuant to Section 15 of the Agreement as amended in this Second Amendment, the following individuals are the Parties' Designated Representatives:

**SOUND TRANSIT:**

**ST COORDINATOR:**

Taylor Carroll, Project Manager  
(Permit Services)

**ST CONSTRUCTION  
COORDINATOR:**

Taylor Carroll, Project Manager  
(Construction Services)

**CITY OF SHORELINE:**

**CITY COORDINATOR:**

Juniper Nammi, Sound Transit Project Manager  
(Permit Services)

**CITY CONSTRUCTION COORDINATOR:**

Juniper Nammi, Sound Transit Project Manager  
(Construction Services)



C-16

## CONTRACT ROUTING FORM

Receiving # 8629  
(obtain from City Clerk)

<b>DESCRIPTION</b>	Originator:	Margaret King	Routed by:	Darcy Forsell
	Department/Division:	City Attorney's Office	Date:	October 6, 2016
	Name of Consultant/Contractor:	Central Puget Sound Regional Transit Authority (Sound Transit)		
	CONTRACT TITLE:	Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project		

<b>CONTRACT CONTENT</b>	Type of Contract:		
	<input type="checkbox"/> (GR) Grants	<input checked="" type="checkbox"/> (I) Intergovernmental Agreement	<input type="checkbox"/> (L) Lease Agreement
	<input type="checkbox"/> (S) Purchase of Services	<input type="checkbox"/> (W) Public Works	<input type="checkbox"/> (O) Other
	Bid/RFP Number:		
	Effective Date: September 29, 2016    Exec 9/26/2016    Completion Date: ?		
	Has the original contract boilerplate language been modified? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If yes, specify which sections have been modified:			
Description of Services:	Staffing Agreement with Sound Transit		

<b>FINANCIAL DETAILS</b>	Total Amount of Contract:			
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Org Key – Obj #	Amount:	Org Key – Obj #	Amount:
	J/L # – Task #		J/L # – Task #	
	Are there sufficient funds in the current budget to cover this contract? <input type="radio"/> Yes <input type="radio"/> No			
Remarks:				

<b>FORMS</b>	<b>For Public Works/Small Works Contracts:</b>		<b>For Service Contracts:</b>	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Certificate of Insurance	
	<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input type="checkbox"/> W-9 Form	

<b>SIGNATURE</b>	Authorization Level: (click here to select)	
	<input type="checkbox"/> 1. Project Manager <input type="checkbox"/> 2. Risk Management/Budget <input type="checkbox"/> 3. City Attorney <input type="checkbox"/> 4. Consultant/Contractor <input type="checkbox"/> 5. (click to select or overwrite)	<input type="checkbox"/> 6. City Council (if required) <input type="checkbox"/> 7. City Manager <input type="checkbox"/> 8. City Clerk <input type="checkbox"/> 9. Originating Department
	9/26/16 CH 10/6/16	



**EXPEDITED PERMITTING AND REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF SHORELINE AND THE CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY FOR THE LYNNWOOD LINK PROJECT**

THIS AGREEMENT ("Agreement") is entered into between the City of Shoreline, a Washington municipal corporation ("the City") and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit") for the purposes set forth below. The City and Sound Transit are collectively referred to hereafter as "the Parties" or individually as a "Party."

**RECITALS**

A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.

B. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish counties.

C. The Sound Transit Board adopted Resolution 2015-05, selecting the route, profile, and stations for the Lynnwood Link light rail extension project on April 23, 2015. This action defined and selected the light rail alignment, profile, stations, and associated infrastructure to be built between the Northgate Transit Center and the Lynnwood Transit Center. This action established the project definition for the Federal Transit Administration ("FTA") and the Federal Highway Administration ("FHWA") NEPA Records of Decision ("ROD"), issued July 10, 2015 and August 31, 2015, respectively. For purposes of this Agreement, the term "Project" refers to that portion of the Lynnwood Link Extension project, including mitigation identified in each ROD, which is located within the City.

D. The Parties desire to enter into this Agreement to identify land use and administrative permits required by the City for the Project, to provide for Sound Transit to reimburse the City for expedited and timely design reviews prior to Sound Transit's formal application for such permits, and for the City's issuance of permits during the Project's final design and pre-construction phase that are required to start the construction phase of the Project.

E. In order to expedite the design and permitting of the Project, the City has agreed to consider expedited permit processing and related staffing in this Agreement prior to addressing other issues that are still being negotiated, such as construction services. The Parties intend to address the design and permitting stage prior to construction in this Agreement and then address staffing and related permitting or approvals necessary for the construction phase of the Project through future agreement(s) as well as items referenced in the term sheet dated February 11, 2016.

## **AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the parties agree as follows:

### **SECTION 1 PURPOSE OF AGREEMENT AND DEFINITIONS**

The purpose of this Agreement is to set forth the roles and responsibilities of the Parties with respect to the City's expedited design and permit review and approvals for the Project and Sound Transit's reimbursement for the City's expenses related to such expedited review.

- 1.1 City Services. "City Services" means the activities performed by the City to fulfill the obligations contained within this Agreement, including project management and coordination, preparing invoicing and progress reports, design review, permit review and issuance, and related activities more specifically described in **Exhibit B**.
- 1.2 Construction Permit. "Construction Permit" refers to permits described as Ministerial Decisions or Type A permits in Shoreline Municipal Code ("SMC") 20.30.040.
- 1.3 Land Use Permits. "Land Use Permits" refers to permits described as Administrative and Quasi-Judicial Decisions or Type B and C permits in Shoreline Municipal Code (SMC) 20.30.050 and 20.30.060.
- 1.4 Design Submittal. "Design Submittal" means a set of design documents and related information that may be needed for permitting purposes for the Project that will be submitted to the City for review as the Project moves through various design review and approval processes.
- 1.5 Project. "Project" means the light rail transit guideway along the east side of I-5 from the southern City boundary to the northern City boundary in a combination of retained cut, retained fill and elevated structures, partially in interstate right-of-way and partially on adjacent properties, with stations and approximate 500-stall parking garages at NE 145th Street and NE 185th Street, with the NE 185<sup>th</sup> Street parking garage on the west side of I-5, and associated mitigation described in the FTA and FHWA RODs and associated improvements related thereto.
- 1.6 Third Party. "Third Party" means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.



**SECTION 2 COOPERATION AND GOOD FAITH EFFORTS**

- 2.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.
- 2.3 In additional consideration for the execution of this Agreement the Parties have agreed to negotiate in good faith and execute a separate construction services agreement with the City that shall address additional construction related review and inspections, approvals, and permits (if any). The Parties contemplate that the above-referenced agreement will be finalized and executed prior to the 90% Design Construction Documents Submittal referenced in Section 4.3.

**SECTION 3 SEPA**

- 3.1 Sound Transit is the “lead agency” for the purposes of the Project compliance for SEPA. The City agrees that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents, which comprise the “Project Environmental Documents”:
  - a. North Corridor Transit Project Alternatives Analysis Report and SEPA Addendum, September 2011
  - b. Lynnwood Link Extension Project DEIS, July 26, 2013
  - c. Lynnwood Link Extension Project FEIS, April 1, 2015
  - d. FTA Record of Decision, July 10, 2015
  - e. FHWA Record of Decision, August 31, 2015
- 3.2 The Parties agree that the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise exempted by law, regulations, or agreement.

**SECTION 4 COORDINATION OF TIMELY PLAN REVIEW AND PERMITTING**

4.1 Project Coordination. In order to facilitate expedited review and approval of the Project and to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, as well as to mitigate the direct financial impact of the Project upon the City, Sound Transit will reimburse the City for the City's costs to coordinate and expedite the City review process, review design plans, and permit the Project in accordance with Sound Transit's Project schedule. The City will conduct timely reviews and provide necessary personnel to conduct expedited and necessary review of all permit applications as provided for in this Agreement. The Parties agree to monitor and manage the Project work elements so as to control costs, maintain schedule, and provide quality products and service appropriate to the goals of this Agreement.

4.1.1 The City shall assign a full-time City staff contact for the Project ("City Coordinator"). The City Coordinator shall provide central coordination of all Design Submittal reviews and comments from all involved City departments. The City Coordinator shall resolve any inconsistencies among review comments from the City departments and the utilities described in Section 4.7, and shall provide Sound Transit with consistent and consolidated review, comments, and decisions. The City Coordinator shall be responsible for ensuring all City design review comments are accurately documented in the correct Sound Transit design review format.

In addition to these tasks, the City Coordinator shall participate in regularly scheduled project-level coordination meetings and provide on-going project management activities including progress reports and invoicing in accordance with Section 5.3. The City Coordinator shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (*e.g.*, utility projects, public works projects, transportation projects, private development projects) that have the potential to conflict or interfere with the design and construction of the Project. The City may change the City Coordinator by providing notice to Sound Transit.

4.1.2 Sound Transit shall assign a Sound Transit staff contact for the Project ("ST Coordinator"). The ST Coordinator shall be central point of contact for Project design and coordination. In addition to these tasks, the ST Coordinator shall schedule and manage Project coordination meetings. The ST Coordinator shall ensure that all review comments are addressed and that responses to comments are coordinated between all Sound Transit departments and Project consultants. The ST Coordinator will also be responsible for ensuring that the City is informed as soon as practicable of

any scope or schedule changes that may impact the City. Sound Transit may change the ST Coordinator by providing notice to the City.

- 4.2 Plan Review. The City and ST Coordinators will schedule and facilitate regular meetings between the Project designers and reviewers to evaluate and comment on Project design elements. The purpose of the regular review meetings is to keep the City's reviewers apprised of the latest developments in the design, seek informal feedback or formal concurrence from the City on aspects of the design as it is progressing, and determine whether previously identified corrections are being adequately addressed prior to the next Design Submittal. The intent is to limit formal review periods to the identified Design Submittals. To the extent that disputes arise about how a design correction should be resolved, or whether a design correction is appropriate, the City and ST Coordinators shall attempt to resolve issues at the lowest level possible. If the City and ST Coordinators are not able to resolve a dispute within fourteen (14) or sooner if the City and Coordinators agree that the matter requires elevation, the dispute resolution process described in Section 8 shall be initiated.
- 4.3 Design Submittals. Sound Transit will notify the City Coordinator three (3) weeks in advance of providing a Design Submittal to the City for review. The City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit within thirty (30) days of receipt of the Design Submittal:
- 30% Design Development Concept Submittal
  - 60% Design Development Submittal
  - 90% Design Development Submittal
  - 100% Construction Permitting Submittal

If within five (5) working days of the submittal the City provides notice to Sound Transit that a Design Submittal that has been submitted or resubmitted by Sound Transit is incomplete, the timeline for that particular review shall be deemed not to have started until Sound Transit submits a complete set of plans. If no notice is provided within five (5) working days, the submittal shall be considered to be complete. Notwithstanding the foregoing, if the City provides Sound Transit with notice within the initial five (5) working days after Design Submittal that due to the complexity or size of a submittal the City will require more time for review, it may have up to an additional five (5) working days to conduct its review.

If the City foresees that Design Submittal comments will not be returned within thirty (30) days of receipt of the Design Submittal, the City Coordinator shall notify the ST Coordinator as soon as the delay is identified and the City and ST

Coordinators will jointly determine whether corrective steps described in Section 5.5.1 should occur.

- 4.4 **Permits.** The Parties agree that the City's Special Use Permit process as described in SMC 20.30.330 will be utilized for the Project, and that the following "Type A" approvals will be made within the Special Use Permit process: Deviations from Engineering Standards. The Parties further agree that the 30% Design Development Submittal shall be used as the basis for the City's review of the Special Use Permit. The required elements of the 30% Design Development Submittal to satisfy the Special Use Permit requirements are described in SMC 20.30.330. The processing of any Ministerial decisions – Type A listed in SMC 20.30.040; Administrative decisions – Type B listed in SMC 20.30.050; and Quasi-judicial decisions – Type C listed in SMC 20.30.060 required to permit the Project in Shoreline are included as part of this Agreement. Construction Permits that may be required by the City are described in **Exhibit A**.
- 4.5 **Timing.** The City shall assign the City Coordinator, upon of execution of this Agreement and Sound Transit shall assign the ST Coordinator upon execution of this Agreement. Final Design is expected to continue through the first quarter of 2018 with Design Submittals scheduled as follows:
- Q4, 2016: 30% Design Development Submittal/Special Use Permit Submittal
  - Q2, 2017: 60% Design Development Submittal
  - Q3, 2017: 90% Design Development Submittal
  - Q1, 2018: 100% Construction Permitting Submittal

The Special Use Permit is scheduled to be issued before Quarter 2, 2017.

- 4.6 **Project Changes.** In the event that the Sound Transit Board enacts a Project change that would affect the level of effort to be performed by the City or the Project schedule, the ST Coordinator and the City Coordinator shall work diligently to address and propose any necessary amendments to the permits, City Services, schedule, or cost estimate of this Agreement.
- 4.7 **Third Party Utilities.** This Agreement acknowledges that the City intends to take over the operations of the Ronald Wastewater District in King County at some time prior to the expected issuance of construction permits for the Project. The City shall review and comment on all Design Submittals with due consideration of its intended future operational interests in the facilities of said utility district.

**SECTION 5 FINANCIAL REIMBURSEMENT**

- 5.1 Amount. The cost estimate provided in Exhibit C represents the Parties' best and reasonable efforts to estimate the schedule and budget for City costs related to the pre-construction phase of the Project. Based on this estimate, Sound Transit will pay the City an amount not to exceed Two Million Dollars (\$2,000,000) to reimburse the City of costs incurred related to design review, permitting, and project management and coordination of the Project as described in this Agreement.
- 5.2 Eligible Costs. The City may invoice Sound Transit for the following actual costs incurred on or after May 1, 2016.
- 5.2.1 Staffing. The direct salary rate and direct overhead, including benefits, of the staff assigned to the Project. The cost estimate assumes that Sound Transit will fund three full-time positions as identified in, and at the approximate rates shown, in **Exhibit C**, and will also reimburse labor costs for other individuals providing City Services and supporting work efforts described in this Agreement.
- 5.2.2 Consultants. Direct costs incurred by the City to retain consultants to work on the Project.
- 5.2.3 Incidental Expenses. The City's direct expenses needed to support the City Services described in this Agreement, such as supplies, meeting expenses, mileage and travel from City offices to Sound Transit meeting locations, etc. No mark-up is allowed on incidental expenses.
- 5.2.4 Non-eligible Costs. This Agreement does not cover the staffing, design review, or permitting costs incurred by North City Water District, Ronald Wastewater District, or the Shoreline Fire Department. This Agreement also does not cover the City's normal capital and operating expenses such as buildings, office equipment, maintenance, security, utilities, or vehicles.
- 5.3 Invoicing. The City shall invoice Sound Transit on a monthly basis. Invoices shall bear the name and address of the City's Designated Representative, reference this Agreement and a purchase order number that will be provided upon execution of this Agreement, and contain the supporting documentation described below. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate and the work has been performed in accordance with the terms of this Agreement. Sound Transit shall remit payment within thirty (30) days of receipt of a complete invoice. The required supporting documentation follows.

- 5.3.1 Progress report describing City Project activities performed during the reporting period and summary comparing actual costs to the estimated cost projections shown in Exhibit C.
- 5.3.2 Labor and Incidental Expenses report detailing hours worked by employee and incidental expenses with receipt or back-up documentation.
- 5.4 Agreement Management. In the event that actual costs are anticipated to exceed the amounts estimated in **Exhibit C**, the City Coordinator and the ST Coordinator shall prepare a cost to complete estimate for the Project and develop a course of action as appropriate, which may include amending this Agreement to modify the scope, schedule, or increase the not-to-exceed amount. The Designated Representatives may replace exhibits to this Agreement by mutual consent as described in Section 18.10.
- 5.5 Failure to Meet Timelines.
  - 5.5.1 If the City does not perform the permit review in such a manner as to meet the Design Submittal review times set forth Section 4.3, and if the failure to perform is solely attributable to the City's actions, corrective action must be taken by the City. Appropriate corrective action will first be established by the City and Sound Transit Designated Representatives. Should corrective action not resolve the problem within one (1) week, then Sound Transit may request other resolutions and/or a reduction in the fees owed by Sound Transit to the City.
  - 5.5.2 Both parties agree that timely performance by the City relies on the City being fully staffed. If staff assigned to the Project quit without notice, are terminated for cause, or are absent for a period longer than two (2) weeks, the City shall develop a remedy within one (1) week to replace the staff resource until the position is filled. Failure to perform in accordance with the timelines set forth in Section 4.3 will be found if the City is not actively seeking to replace the staff or using third party resources within this timeframe.

## **SECTION 6 SUSPENSION AND TERMINATION**

- 6.1 If the City has not received payment from Sound Transit as provided in Section 5.3, the City may suspend performance of all or any part of the associated work after giving Sound Transit thirty (30) days' notice of City's intent to do so. Such suspension shall remain in effect until payment is made in full, at which time the suspension shall be lifted.
- 6.2 Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely

manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 8 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause shall provide the other Party with notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety (90) days' notice to the other Party.

- 6.3 This Agreement shall also terminate with the mutual consent of both parties.
- 6.4 Except as provided in this Section 6, a termination by either Party shall not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accord with the terms of this Agreement.

## **SECTION 7 INDEMNITY**

- 7.1 Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, agents, and employees, from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including employees of the indemnifying Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the indemnifying Party, its officers, agents, or employees, in connection with the services required by this Agreement, provided, however, that:
  - 7.1.1 The indemnifying Party's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the other Party, its officers, agents or employees; and
  - 7.1.2 The indemnifying Party's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the indemnifying Party and the other Party, or of the indemnifying Party and a third party other than an officer, agent, or employee of the indemnifying Party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying Party, its officers, agents, or employees.
- 7.2 Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party shall fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax

liability owed by other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.

- 7.3 The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## **SECTION 8 DISPUTE RESOLUTION**

- 8.1 The Parties agree that neither party shall take or join any action in any judicial or administrative forum to challenge actions of the other party associated with this Agreement or the Project, except as set forth herein.

- 8.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

- 8.3 Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

- 8.4 Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

8.4.1 Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

8.4.2 Level Two - Sound Transit's Executive Project Director, and the City's Public Works Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.



- 8.4.3 Level Three - Sound Transit's Executive Director, Engineering and Construction Management or Designee and the City's Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 8.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

## **SECTION 9 REMEDIES AND ENFORCEMENT**

- 9.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of this Agreement:
- 9.1.1 Commencing an action at law for monetary damages;
- 9.1.2 Commencing an action for equitable or other relief;
- 9.1.3 Seeking specific performance of any provision that reasonably lends itself to such remedy; and/or
- 9.1.4 The prevailing party (or substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.
- 9.2 All remedies set forth above are cumulative and the exercise of one shall not foreclose the exercise of others.
- 9.3 Neither Party shall be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

**SECTION 10 DURATION OF AGREEMENT**

- 10.1 This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until all required City reviews, permits and approvals needed for Project construction have been issued or completed, or until the start of Lynnwood Link Extension revenue operations, whichever comes first, unless sooner terminated as provided in Section 6 above.

**SECTION 11 WARRANTIES**

- 11.1 By execution of this Agreement, the City warrants:

11.1.1 That the City has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the City is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

11.1.2 That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

- 11.2 By execution of this Agreement, Sound Transit warrants:

11.2.1 That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

11.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

**SECTION 12 ADMINISTRATION OF AGREEMENT**

- 12.1 This Agreement will be jointly administered by Sound Transit's Designated Representative and the City's Designated Representative.
- 12.2 Each Party shall bear its own costs of administering this Agreement.

**SECTION 13 POSTING OF AGREEMENT**

- 13.1 Pursuant to RCW 39.34.040, each party shall list this Agreement on its website by subject matter and shall post a copy in an electronically retrievable source for public viewing.

**SECTION 14 ASSIGNMENT AND BENEFICIARIES**

- 14.1 Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. There are no third party beneficiaries to this Agreement.

**SECTION 15 DESIGNATED REPRESENTATIVES**

- 15.1 To promote effective intergovernmental cooperation and efficiencies, each party designates the following persons as their representatives ("Designated Representatives") who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall coordinate with the City Coordinator and the ST Coordinator and shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement. The Designated Representatives are:

SOUND TRANSIT:

John Evans, Light Rail Project  
Manager

CITY OF SHORELINE:

Jim Weber, Project Manager

- 15.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives by providing notice to the other party during the term of this Agreement.

**SECTION 16 NOTICES**

- 16.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.
- 16.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's Designated Representative as listed herein. However, notice under Section 6, Suspension and Termination, must be delivered in person or by certified mail, return receipt requested.

**SECTION 17 AUDITS**

Sound Transit and the City shall maintain accounts and records, including contract and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the City and Sound Transit.

**SECTION 18 GENERAL PROVISIONS**

- 18.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Shoreline City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Shoreline City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 18.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 18.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.

- 18.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” shall mean calendar days unless otherwise noted. Any reference to “working days” shall exclude any City holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 18.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 18.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 18.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 18.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 18.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties’ employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.
- 18.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. The Designated Representatives may agree upon amendments to Exhibits. Such amendments shall be binding upon the parties without the need for formal approval by the Sound Transit Board and the Shoreline City Council, as long as the amendments are generally consistent with this Agreement, do not exceed the dollar amount identified in Section 5.1, or the authority granted by the Sound Transit Board to the Sound Transit CEO and do

not require the City to employ permanent staff in excess of the FTEs approved in the City's annual budget.

- 18.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 18.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 18.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 18.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

#### **SECTION 19 SEVERABILITY**

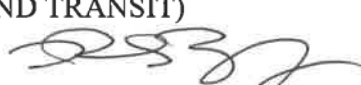
In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

#### **SECTION 20 CITY'S PERMITTING AND REGULATORY AUTHORITY**

- 20.1 Nothing in this Agreement shall be deemed a waiver of the City's regulatory or permitting authority as to any of the permits required for the Project, nor a predetermination of the compliance of the project with applicable codes and regulations. The City retains the right to approve or reasonably condition permits required for the Project within the bounds of the City's legal authority.

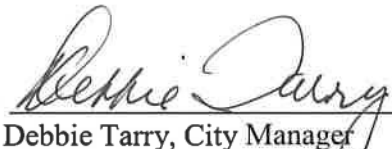
**IN WITNESS WHEREOF**, each of the parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

PUGET SOUND REGIONAL  
TRANSIT AUTHORITY  
(SOUND TRANSIT)

By:   
Peter M. Rogoff, Chief Executive Officer

Date: 9/29/16

THE CITY OF SHORELINE

By:   
Debbie Tarry, City Manager

Date: 9/26/16

Authorized by Motion No.  
M2016-68

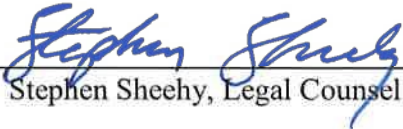
Authorized by City Council  
Motion on July 27, 2016.


Approved as to form:

Approved as to form:

By:

By:

  
\_\_\_\_\_  
Stephen Sheehy, Legal Counsel

  
\_\_\_\_\_  
Margaret King, City Attorney

**Exhibit List:**

Exhibit A: Covered Permits

Exhibit B: Description of City Services

Exhibit C: Estimated Cost for Final Design Review and Permit Process

**Exhibit A**

**Covered Permits**



**Exhibit A- Permits Covered by Agreement**

<b>Permit Type</b>	<b>Notes</b>
Building Permits: Commercial & Residential	<b>Includes Plan Review &amp; WABO surcharge</b>
Mechanical Permits	
Plumbing Permits	
Site Development Permits	
Clearing and Grading	
Tree Removal	
Right of Way Use	(if applicable)
Right of Way Site	
Lot Line Adjustments, Lot Mergers, Subdivisions	
Demolition Permits	<b><u>Includes inspection if demolition completed prior to end of agreement.</u></b>
Sign Permits	
Administrative Design Review	(if applicable)
Temporary Use Permits	
Special Use Permits	
Interpretations of the Development Code	(if applicable)
Variances – Zoning	(if applicable)
Critical Area Special Use Permits	
Street Vacation Permit	(if applicable)
Deviation from Engineering Standards	(if applicable)

**Notes:**

- (1) Utility permits such as electrical permits are not included as part of this agreement.
- (2) Fire System- Construction permit– intake and issuance once approved by the Shoreline Fire District will be performed by the City of Shoreline as part of this agreement. Review of these permits will be completed by the Shoreline Fire District and not included as part of the service provided by the City as specified in this agreement.
- (3) Fire System Operational permits are not part of this agreement.
- (4) Third Party review of submittal items in accordance with SMC Title 20 is not included as part of this agreement.

**Exhibit B**

**Description of City Services**

**EXHIBIT B: CITY SERVICES TO BE PROVIDED**

**SECTION 1 STAFFING AND RESOURCES COVERED**

The Final Design Submittals are expected to be submitted to the City separately for various elements of the Project, rather than as a complete package. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit, as closely as practical within the number of days specified in Section 5 of the Staffing Agreement for each of the following Design Submittals:

- 30% Design Submittal (185<sup>th</sup> and 145<sup>th</sup> Street Stations, Garages and site)
- 60% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 90% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 100% Construction Permitting Submittal

In order to proactively work through design issues, and reduce the amount of time required for formal review of these design submittals, key city of Shoreline staff will meet on a regular basis with the Sound Transit design review team on elements of the design. Weekly coordination and design meetings are anticipated for the duration of the Final Design phase of the project.

Staff is also expected to participate in the following workshops: Station Area Multi-modal Access; Permitting and other project delivery related project workshops.

**1.1 Overview of Positions Required**

City Project Manager (City Coordinator)\*

The City Coordinator, as referred to in the Agreement, has the role of City Project Manager and is henceforth referred to as such in this document. The City Project Manager will coordinate City design and permitting review for the Project. The City Project Manager shall provide central coordination of all Design and Permit Submittal reviews and comments from all involved City departments. The City Project Manager shall resolve any inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review comments. In addition to these tasks, the City Project Manager shall participate in ad hoc and regularly scheduled project-level design and coordination meetings. The City Project Manager shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

The City Project Manager shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement.

Responsibilities include:

- Provide to Sound Transit, monthly progress reports and invoicing in accordance with Section 5 of the Agreement.
- Lead coordination for the City between the City and Sound Transit for the review of design and permitting submittals for both light rail stations and garages in Shoreline, light rail track alignment and other associated structures.
- Review design and permitting submittals in coordination with the City's Engineering, Planning and Community Development (PCD), Surface Water & Environmental Services and Operations/Maintenance and provide written review comments at 30%, 60%, and 90% design submittals and 100% construction permitting submittal.
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project design and coordination meetings with Sound Transit staff and design consultants.
- Lead City's ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues.
- Lead response to inquiries from City staff, Council and Citizens. Serve as a liaison from Council recommendation to staff reviewers for the 30%, 60%, 90%, and the Construction Permitting Submittal for the stations, garages, sites associated structures, and ROW improvements.

Project Administrative Assistant

This position will support the City Project Manager and Shoreline staff's review of the Final Design and permitting submittals for the Lynnwood Link Light Rail project and support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency technical staff and their consultant team. Specific duties including:

- Distributing design deliverable documents to City staff or consultants for review, tracking and compiling reviewer comments, following up on comments to submittals, drawings and specs reviews, etc.,
- Providing support to the department/division; administrative support for a variety of committees as assigned –preparing meeting materials and summarizing meeting discussions and outcomes
- Collecting, reviewing, and inputting staff comments into required spreadsheets and SharePoint sites. Establishing and maintaining permanent hard files and soft (SharePoint) copies of project files.

City Development Review Engineer\*

The City shall assign a Development Review Engineer for the Project. The City Development Review Engineer will lead development review of design and permitting submittals for both light rail stations and garages, light rail track alignment, associated structures and right of way improvements. This position will review Project designs, specifications, estimates, and other documents. Specific responsibilities will include:

- Review plans for compliance with applicable codes and City standards including, but not limited to, roadway/frontage design, erosion control, American Disabilities Act wastewater and surface water.

- Review design and permit submittals in coordination with PCD, Surface Water & Environmental Services, Construction Services, Traffic Services and Operations/Maintenance; provide written review comments at 30%, 60%, 90% and 100% completion.
- Attend weekly internal coordination meetings, ad hoc and weekly design and coordination meetings with Sound Transit staff and design consultants.
- Ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues.
- Assist with response to inquiries from City staff, Council and Citizens.

Traffic Engineer

The City shall assign a Traffic Engineer to the Project. The Traffic Engineer will review, analyze and recommend appropriate mitigation regarding traffic engineering and impact studies associated with Lynnwood Link Extension project as it relates to Shoreline.

Project Responsibilities will include:

- Review of the station area multi-modal access assessments to ensure pedestrian, bus, bicycle and traffic needs are met and/or appropriately mitigated;
- Review 30%, 60%, 90% and 100% Construction Permitting Submittal for traffic elements such as signals, channelization, signage and other traffic control devices;
- Review construction phase traffic control, maintenance of traffic, and haul route plans for the project;
- Work with neighborhoods to identify concerns and develop traffic calming and parking alternatives in alignment with the Neighborhood Traffic Safety Program;
- Ensure Sound Transit's traffic modeling accurately reflects existing and future conditions. Make sure Sound Transit's impacts are incorporated into the City's Traffic Model;
- Assist with response to inquiries from City staff, Council and Citizens; and
- Attend internal coordination meetings and meetings with Sound Transit staff and design consultants.

Senior Planner\*

The City shall assign a Senior Planner for the project. This position will conduct the design review process for the stations, garages, sites, and associated structures at the 30%, 60%, 90% & final phases. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination.

Project responsibilities will include

- Serve as the lead zoning reviewer and prepare comments on the 30%, 60%, 90% and 100% construction permitting submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20;
- Serve as lead reviewer for processing the following permit types: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of the Development Code, Variances, and Critical Area Special Use permit(s);

- Attending weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed;
- Updating the City's website & Currents with ongoing information about the project;
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the design of the Lynnwood Link Extension project;
- Developing local codes, policies, agreement components and procedures related to light rail construction and ongoing services; and

NOTE: The City anticipates utilizing the services of an on-call Planner Associate to assist the Senior Planner with the review of the 30%, 60%, 90% and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

#### Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, miscellaneous structures (retaining walls, noise walls, signs) as part of the 30%, 60% 90% and 100% review of design and permit submittals. As determined necessary by the City, this position will be tasked with:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15;
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to the 30%, 60%, 90% and final submittals;
- Review and comment on the compliance of the 30%, 60%, 90% and 100% design and construction plans and specifications with the Regulations for Barrier Free Facilities and Energy Codes; and
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

NOTE: The City anticipates the possibility of utilizing additional on-call consulting services to assist the Structural Plans Examiner with the review of the 30%, 60%, 90% and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

#### Permit Technician

The Permit Technician will perform such duties as:

- Logging all plan sets and revisions received for the official 30%, 60%, 90% and final 100% submittal into the permit tracking system;
- Setting up file sets to distribute to reviewers; and
- Processing (intake and issuance) of all ancillary permits as described in Exhibit B.

Building Inspector

It is anticipated that starting in 2017 Sound Transit may be acquiring permit approvals and completing “early work” such as demolitions. Therefore, this agreement includes inspection services for demolition permits. The City anticipates contracting with a consultant to perform these inspections on an on-call basis.

Lead Construction/ROW Inspector

The City shall assign a Lead Construction/ROW Inspector for the project construction to ensure construction activities meet City standards and permit requirements. With construction occurring at multiple locations with different contractors it is important to have a “Lead” that can coordinate between projects/permits, provide assistance when needed and communicate issues with Contractors and Sound Transit.

Typical tasks include:

- Assisting the Construction Supervisor in managing inspection work for Sound Transit projects;
- Manage three construction inspectors;
- Organize material testing and documentation services;
- Manage one full-time Project Coordinator;
- Coordination with ongoing current ROW inspections not related to Sound Transit projects;
- Coordination with City Operations/Maintenance and third-party utilities;
- Coordinate and communicate issues or problems with Sound Transit, Contractors, utility companies and/or other City staff to reach solutions;
- Work with citizens, residents to answer questions and resolve issues;
- Review 30%, 60%, 90% and final plans for all Right of Way work; specifically review construction feasibility and construction impacts such as haul routes, staging areas, and noise; and
- Maintain oversight of all permits in construction areas including anticipating/identifying conflicts or problems between permit activities.

The following positions are not currently funded by the Staffing Agreement:

**3. Project Coordinator (Construction)**

The Project Coordinator will manage and maintain permit and construction documentation for multiple permits occurring simultaneously at different locations by different contractors.

Typical tasks include:

- Managing all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Support and coordinate with Lead and other Construction/ROW Inspectors by coordinating inspection requests, preparing for meetings, maintaining meeting agendas and minutes, and documenting/tracking issues and resolutions;
- Manage and/or transfer as-built data to CityWorks asset management and GIS;
- Answering inquiries from City staff and Citizens related to construction inspection and operations;
- Assisting in maintenance of the City's Sound Transit information web pages; and
- Archiving records related to this project for all staff working on the project.

**4. Construction/ROW Inspector**

These positions will perform inspection of all construction activities in the Right of Way to ensure projects meet permit requirements, City and other codes or standards. Multiple projects will be occurring in multiple locations by multiple contractors which will require multiple inspectors.

Based on current information the following projects/phases will require frequent inspections:

- Frontage and other improvements at 145<sup>th</sup> Station
- Frontage and other improvements at 185<sup>th</sup> Station
- Realignment of roadways and other impacts associated with track construction
- Utility relocations associated with all elements of the project
- Other capital projects associated with mitigation (i.e. sidewalks, signal reconstruction)

Typical tasks include:

- Ongoing inspection of two light rail stations and light rail track alignment and structures (civil, utilities, frontage improvements, roadway relocations, street landscaping, etc.);
- Inspect for adequate traffic control;
- Coordinate with City and third-party utilities during construction;
- Maintaining clear written, photographic and video records of all construction under permits;
- Inspection of separate capital projects related to Sound Transit Lynnwood Link projects;



**Exhibit C**

**Estimated Cost of Final Design Review and Permit Processing**



Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
	2016						2017						2018								
Staff Position	Q3			Q4			Q1			Q2			Q3			Q4			Q1		
	FTE	Salary, benefits and dir overhead	Q3 Cost 2016	FTE	Salary, benefits and dir overhead	Q4 Cost 2016	0.25	Salary, benefits and dir overhead	Q1 Cost 2017	0.25	Salary, benefits and dir overhead	Q2 Cost 2017	0.25	Salary, benefits and dir overhead	Q3 Cost 2017	0.25	Salary, benefits and dir overhead	Q4 Cost 2017	0.25	Salary, benefits and dir overhead	Q4 Cost 2018
PW - Transportation Planning/PM	30-60% Design Over-the-Shoulder		0.25			0.25	60% Milestone Submittal		0.25	Baseline and up to 90% Design		0.25			0.25	90% Milestone Review		0.25	90-100% Design Submittal		0.25
**Project Manager (Engineer III)	1	\$ 79.09	\$41,127	0.5	\$ 79.09	\$20,583	0.5	\$ 81.20	\$21,112	1	\$ 81.20	\$42,224	1	\$ 81.20	\$42,224	1	\$ 81.20	\$42,224	1	\$83.61	\$41,477
Project Administrative Assistant	0.5	\$ 63.48	\$16,505	1	\$ 63.48	\$33,010	1	\$ 68.93	\$17,922	1	\$ 68.93	\$35,844	0.75	\$ 68.93	\$26,883	0.5	\$ 68.93	\$17,922	0.5	72.57	\$18,868
Planning & Community Development																					
**Planner, Senior	1	\$ 70.68	\$36,754	1	\$ 70.68	\$36,754	1	\$ 72.60	\$37,752	1	\$ 72.60	\$37,752	1	\$ 72.60	\$37,752	1	\$ 72.60	\$37,752	1	74.79	\$38,891
Planner, Associate	0	\$ 99.00	\$0	0	\$ 99.00	\$0	0.5	\$ 102.94	\$26,764	0.5	\$ 102.94	\$26,764	0.5	\$ 102.94	\$26,764	0.5	\$ 102.94	\$26,764	0.5	105.97	\$27,552
Permit Technician (Technical Assistant)	0	\$ 56.59	\$0	0	\$ 56.59	\$0	0.26	\$ 58.09	\$7,854	0.26	\$ 58.09	\$7,854	0.25	\$ 58.09	\$7,552	0.25	\$ 58.09	\$7,552	0.25	62.79	\$8,163
Building Inspector	0	\$ 88.00	\$0	0	\$ 88.00	\$0	0.5	\$ 91.55	\$23,803	0.5	\$ 91.55	\$23,803	0.5	\$ 91.55	\$23,803	0.5	\$ 91.55	\$23,803	0.5	93.18	\$24,227
Deputy Fire Marshal	0.75	\$0	\$0	0.75	\$0	\$0	0.75	=	=	0.75	=	=	0.75	=	=	0.75	=	=	0.75	=	=
Plans Examiner, Structural	0	\$ 110.00	\$0	0.5	\$ 110.00	\$28,600	1.25	\$ 113.15	\$73,548	1.5	\$ 113.15	\$88,257	1.5	\$ 113.15	\$88,257	1.5	\$ 113.15	\$88,257	1.5	116.39	\$90,784
PW-Engineering & Construction Services																					
**Engineer II (Const. Review)	1	\$ 79.09	\$41,127	1	\$ 79.09	\$41,127	1	\$ 81.20	\$42,224	1	\$ 81.20	\$42,224	1	\$ 81.20	\$42,224	1	\$ 81.20	\$42,224	1	83.6	\$43,471
City Traffic Engineer	0.15	\$ 160.00	\$12,480	0.25	\$ 160.00	\$20,800	0.25	\$ 164.80	\$21,424	0	\$ 164.80	\$0	0	\$ 164.80	\$0		\$ 164.80	\$0		169.74	\$0
Engineer II (Traffic)	0.25	\$ 160.00	\$20,800	0.3	\$ 160.00	\$24,960	0.3	\$ 164.80	\$25,709	0.25	\$ 164.80	\$21,424	0.25	\$ 164.80	\$21,424	0.25	\$ 164.80	\$21,424	0.25	169.74	\$22,066
Lead Construction/ROW Inspector	0	70.45	0	0	70.45	0	0	72.46	0	0.1	72.46	3767.92	0.1	72.46	3767.92	0.5	72.46	18839.6	0.25	74.76	9718.8
Project Coordinator (Const.)	0	\$ 95.00	\$0	0	\$ 95.00	\$0	0	\$ 99.47	\$0	0	\$ 99.47	\$0	0	\$ 99.47	\$0		\$ 99.47	\$0		104.2	\$0
Construction/ROW Inspector	0	\$ 98.00	\$0	0	\$ 98.00	\$0	0	\$ 100.94	\$0	0	\$ 100.94	\$0	0	\$ 100.94	\$0	0	\$ 100.94	\$0	0	104	\$0
Parks and Rec																					
Planner, Senior	0.1	\$ 60.85	\$3,164	0.1	\$ 60.85	\$3,164	0.1	\$ 62.48	\$3,249	0.1	\$ 62.48	\$3,249	0.1	\$ 62.48	\$3,249	0.1	\$ 62.48	\$3,249	0.1	64.34	\$3,346
Total FTE By Quarter	4.75			5.4		\$0	7.41			7.96			7.7			7.85			7.6	1167.32	
			\$171,956			\$208,978			\$301,360			\$333,163			\$323,900			\$330,010			\$330,565

Current Staff\*\*

\*\* Staff Position

Sound Transit will fund City Project Manager, Senior Planner and Development Review Engineer. Refer to 5.2.1 in Agreement.

\*\*\*Consultant Rates

** Staff Position estimates include:								
• Hourly rates include salary & benefits and "direct overhead".								
• Hourly rates factor out vacations, sick leave, and trainings for total hours actually worked in a year 1768.								
• Direct overhead includes:								
• One-time costs associated with positions annualized to include, computer, desk phone, cubicle/desk, and chair.								
• Ongoing costs associated with staff include, cell phone, office supplies, travel and training								
• Direct overhead does not include manager oversight								
• Staff Positions annual rate increase is based on 10 year Financial Sustainability Plan								
• Consultant estimate								
• Annual rate escalation current with consultant rates								

PW - Transportation Planning/PM								
Project Manager (Engineer II)	2016	2017	2018	2019	2020	2021	2022	2023
	\$ 79.09	\$ 81.20	\$ 83.61	\$ 85.86	\$ 88.19	\$ 90.59	\$ 93.07	\$ 95.65
Administrative Support	\$ 50.48	\$ 51.93	\$ 53.57	\$ 55.12	\$ 56.74	\$ 58.42	\$ 60.17	\$ 61.98
Project Coordinator	\$ 50.48	\$ 51.93	\$ 53.57	\$ 55.12	\$ 56.74	\$ 58.42	\$ 60.17	\$ 61.98
Outreach Coordinator	\$ 57.85	\$ 59.47	\$ 61.32	\$ 63.05	\$ 64.86	\$ 66.72	\$ 68.66	\$ 70.67
Planning & Community Development								
Planner, Senior	2016	2017	2018	2019	2020	2021	2022	2023
	\$ 70.68	\$ 72.60	\$ 74.79	\$ 76.84	\$ 78.97	\$ 81.16	\$ 83.43	\$ 85.79
Planner, Associate	\$ 62.16	\$ 63.88	\$ 65.84	\$ 67.68	\$ 69.59	\$ 71.56	\$ 73.62	\$ 75.75
Technical Assistant	\$ 52.59	\$ 54.09	\$ 55.79	\$ 57.39	\$ 59.07	\$ 60.79	\$ 62.60	\$ 64.47
Building Inspector	\$ 66.14	\$ 68.05	\$ 70.23	\$ 72.31	\$ 74.48	\$ 76.73	\$ 79.09	\$ 81.57
Plans Examiner, Structural	\$ 78.82	\$ 80.93	\$ 83.34	\$ 85.59	\$ 87.92	\$ 90.32	\$ 92.80	\$ 95.38
PW - Engineering & Construction Services								
Engineer II (Dev. Review)	2016	2017	2018	2019	2020	2021	2022	2023
	\$ 79.09	\$ 81.20	\$ 83.61	\$ 85.86	\$ 88.19	\$ 90.59	\$ 93.07	\$ 95.65
Engineer II (Capital)	\$ 79.09	\$ 81.20	\$ 83.61	\$ 85.86	\$ 88.19	\$ 90.59	\$ 93.07	\$ 95.65
Engineer II (Traffic)	\$ 79.09	\$ 81.20	\$ 83.61	\$ 85.86	\$ 88.19	\$ 90.59	\$ 93.07	\$ 95.65
Lead Construction/ROW Inspector	\$ 70.45	\$ 72.46	\$ 74.76	\$ 76.94	\$ 79.22	\$ 81.58	\$ 84.06	\$ 86.65
Project Coordinator (Const.)	\$ 90.48	\$ 91.93	\$ 93.57	\$ 95.12	\$ 96.74	\$ 98.42	\$ 100.17	\$ 101.98
Construction/ROW Inspector	\$ 62.13	\$ 63.95	\$ 66.03	\$ 68.00	\$ 70.07	\$ 72.22	\$ 74.48	\$ 76.85

DOES INCLUDE

> All Permit fees (building, land use and ROW)

> Up to 100% design

> Over-the-shoulder

> Milestone review

DOES NOT INCLUDE

> Recording Fees (Easements, Lot Lines, ROW's)

> Most Building Inspections (except early work)

> Construction Coordination

> Permit revisions and associated fees

> ROW Inspection (Roadway realignments, frontage improvements, utility relocations)

> Permits for utility relocations (sewer related permits)

> Over-all coordination after 100%

TOTAL \$ 1,999,931.60



C-18



## CONTRACT AMENDMENT/CHANGE ORDER FORM

Receiving # 8629.01

Related Contract #(s) 8629, 8629.02

DESCRIPTION	Originator:	Juniper Nammi	Routed by:	Ann Migdal
	Department/Division:	City Manager's Office	Date:	June 1, 2018
	Name of Consultant/Contractor:	Central Puget Sound Regional Transit Authority		
	ORIGINAL CONTRACT TITLE:	Expedited Permitting & Reimbursement Agreement for the Lynnwood Link Project		
CONTRACT CONTENT	Original Description of Services:	Staffing Agreement with Sound Transit		
		Exec 6/12/2018		
	Type of Contract:	<input checked="" type="checkbox"/> (A) Amendment # 1	<input type="checkbox"/> (C) Change Order #	
	Type of Change:	<input type="checkbox"/> Contract Time <input type="checkbox"/> Scope of Work <input type="checkbox"/> Contract Amount ...	<input checked="" type="checkbox"/> Other (specify below)	
	Original ...	This Amendment/CO Amount: \$		
	Previous Extensions: ...	Previous Amendments/COs: \$		
	This Extension: ...	Original Contract Amount: \$		
	Projected Final Completion:	New Contract Total: \$ 0.00		
	Amendment/Change Order Details:			
	Amend the Expedited Permitting and Reimbursement Agreement to a) add City wastewater permits to Agreement Exhibit A and an associated description of services to be provided to Sound Transit by a City Wastewater Utility Specialist to allow for Sound Transit reimbursement of these services now provided by the City as operator of the Ronald Wastewater District's facilities; b) amend Note (4) of Agreement Exhibit A to include costs incurred by the City for Third Party qualified professional reviews of permits when required by SMC Title 20, which were previously excluded; and c) add City Floodplain Development Permits to Agreement Exhibit A since project changes now include impacts to two floodplain locations that will require this type of permit.			
FINANCIAL DETAILS	This Change Order/Amendment: \$ 0.00		(Amount Verification)	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Org Key - Obj #	Amount:	Org Key - Obj #	Amount:
	J/L # - Task #		J/L # - Task #	
	Are there sufficient funds in the current budget to cover this contract? <input type="radio"/> Yes <input type="radio"/> No			
	Remarks:			
	SIGNATURE	Authorization Level:	Project Manager	Last Council Action Date: 07/26/2016
<input checked="" type="checkbox"/> 1. Project Manager			<input type="checkbox"/> 6. City Council (if required)	NA
<input type="checkbox"/> 2. Risk Management/Budget			<input type="checkbox"/> 7. City Manager	
<input type="checkbox"/> 3. City Attorney			<input checked="" type="checkbox"/> 8. City Clerk	JW 6/28/2018
<input checked="" type="checkbox"/> 4. Consultant/Contractor		Amendment originated 4/5/18	<input type="checkbox"/> 9. Originating Department	
5. (Click to select or overwrite)				

**June 7, 2018**

**FIRST AMENDMENT TO THE  
EXPEDITED PERMITTING AND REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF SHORELINE AND THE CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY FOR THE LYNNWOOD LINK PROJECT**

THIS First Amendment is made by and between the City of Shoreline, a Washington municipal corporation ("the City") and the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit") to the Expedited Permitting and Reimbursement Agreement between the parties on September 29, 2016 ("Agreement").

**RECITALS**

A. The City and Sound Transit entered into the Agreement in order to expedite and streamline the design and permitting of the Project, as identified in the ERPA and address related staffing by the City.

B. The parties desire to amend the Agreement in order to reflect a change of circumstances, to wit: a) add City wastewater permits to Agreement Exhibit A and an associated description of services to be provided to Sound Transit by a City Wastewater Utility Specialist to allow for Sound Transit reimbursement of these services now provided by the City as operator of the Ronald Wastewater District's facilities; b) amend Note (4) of Agreement Exhibit A to include costs incurred by the City for Third Party qualified professional reviews of permits when required by SMC Title 20, which were previously excluded; and c) add City Floodplain Development Permits to Agreement Exhibit A since project changes now include impacts to two floodplain locations that will require this type of permit.

C. The Agreement provides at Section 18.10 that the Designated Representatives may agree upon amendments to Exhibits and that such amendments shall be binding upon the parties without formal approval by the Sound Transit Board and Shoreline City Council.

**AGREEMENT**

FOR AND IN CONSIDERATION OF and subject to the terms and conditions set forth below, the City and Sound Transit do hereby agree to amend the Agreement as described below:

**1.0** Exhibit A: Permits Covered by Agreement is replaced in its entirety with the attached Exhibit A – 1.

**2.0** Exhibit B: City Services to Be Provided is replaced in its entirety with the attached Exhibit B – 1.

**3.0** Effect of this First Amendment. Unless expressly revised by this First Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged by this First Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has executed this First Amendment to the Agreement by having its Designated Representatives affix her or his name in the appropriate space below:

PUGET SOUND REGIONAL  
TRANSIT AUTHORITY  
(SOUND TRANSIT)

THE CITY OF SHORELINE

By: Taylor Carroll  
Taylor Carroll, Light Rail Project  
Manager

By: Juniper Nammi  
Juniper Nammi, Sound Transit Project  
Manager

Date: 6/13/18

Date: 6/12/2018

Approved as to form:

Approved as to form:

By: Stephen G. Sheehy  
Stephen G. Sheehy, Senior Legal  
Counsel

By: Margaret King  
Margaret King, City Attorney

**Exhibit A-1: Permits Covered by Agreement**

<b>Permit Type</b>	<b>Notes</b>
Building Permits: Commercial & Residential	<b>Includes Plan Review &amp; WABO surcharge</b>
Mechanical Permits	
Plumbing Permits	
Site Development Permits	
Clearing and Grading	
Tree Removal	
Right of Way Use	(if applicable)
Right of Way Site	
Lot Line Adjustments, Lot Mergers, Subdivisions	
Demolition Permits	<b><u>Includes inspection if demolition completed prior to end of agreement.</u></b>
Sign Permits	
Wastewater Permits	Includes inspection if wastewater work completed prior to end of agreement
Administrative Design Review	(if applicable)
Temporary Use Permits	
Special Use Permits	
Interpretations of the Development Code	(if applicable)
Variances – Zoning	(if applicable)
Critical Area Special Use Permits	
Street Vacation Permit	(if applicable)
Deviation from Engineering Standards	(if applicable)
Floodplain Development Permits	Includes inspections and review of required reports and documentation, as applicable

**Notes:**

- (1) **Utility permits such as electrical permits are not included as part of this agreement.**
- (2) **Fire System- Construction permit– intake and issuance once approved by the Shoreline Fire District will be performed by the City of Shoreline as part of this agreement. Review of these permits will be completed by the Shoreline Fire District and not included as part of the service provided by the City as specified in this agreement.**
- (3) **Fire System Operational permits are not part of this agreement.**
- (4) **Third Party review of submittal items in accordance with SMC Title 20 is included as part of this agreement and is reimbursable consistent with section 5.2.2 Consultants.**

**EXHIBIT B-1: CITY SERVICES TO BE PROVIDED**  
**Description of City Services**

**SECTION 1 STAFFING AND RESOURCES COVERED**

The Final Design Submittals are expected to be submitted to the City separately for various elements of the Project, rather than as a complete package. Upon receipt of each Design Submittal from Sound Transit, the City shall perform a review of the Design Submittal and return its unified and coordinated comments and corrections on the designs, plans, and specifications from all relevant City departments to Sound Transit, as closely as practical within the number of days specified in Section 5 of the Staffing Agreement for each of the following Design Submittals:

- 30% Design Submittal (185<sup>th</sup> and 145<sup>th</sup> Street Stations, Garages and site)
- 60% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 90% Design Submittal (all components of the Lynnwood Link Extension Project in Shoreline)
- 100% Construction Permitting Submittal

In order to proactively work through design issues, and reduce the amount of time required for formal review of these design submittals, key city of Shoreline staff will meet on a regular basis with the Sound Transit design review team on elements of the design. Weekly coordination and design meetings are anticipated for the duration of the Final Design phase of the project.

Staff is also expected to participate in the following workshops: Station Area Multi-modal Access; Permitting and other project delivery related project workshops.

**1.1 Overview of Positions Required**

City Project Manager (City Coordinator)\*

The City Coordinator, as referred to in the Agreement, has the role of City Project Manager and is henceforth referred to as such in this document. The City Project Manager will coordinate City design and permitting review for the Project. The City Project Manager shall provide central coordination of all Design and Permit Submittal reviews and comments from all involved City departments. The City Project Manager shall resolve any inconsistencies among review comments from the City departments and shall provide Sound Transit with consistent and consolidated review comments. In addition to these tasks, the City Project Manager shall participate in ad hoc and regularly scheduled project-level design and coordination meetings. The City Project Manager shall also be responsible for identifying and disclosing to Sound Transit, as soon as practicable, any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the Project.

The City Project Manager shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, discuss any substantial changes to the Project, and resolve any issues or disputes related to the Project, consistent with this Agreement.

Responsibilities include:

- Provide to Sound Transit, monthly progress reports and invoicing in accordance with Section 5 of the Agreement;
- Lead coordination for the City between the City and Sound Transit for the review of design and permitting submittals for both light rail stations and garages in Shoreline, light rail track alignment and other associated structures;
- Review design and permitting submittals in coordination with the City's Engineering, Planning and Community Development ("PCD"), Surface Water & Environmental Services and Operations/Maintenance and provide written review comments at 30%, 60%, and 90% design submittals and 100% construction permitting submittal;
- Lead weekly internal coordination meetings with City Staff. Attend ad hoc and regular project design and coordination meetings with Sound Transit staff and design consultants;
- Lead City's ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and
- Lead response to inquiries from City staff, Council and Citizens. Serve as a liaison from Council recommendation to staff reviewers for the 30%, 60%, 90%, and the Construction Permitting Submittal for the stations, garages, sites associated structures, and ROW improvements.

### Project Administrative Assistant

This position will support the City Project Manager and Shoreline staff's review of the Final Design and permitting submittals for the Lynnwood Link Light Rail project and support the communication and coordination of planning and engineering work activities among Shoreline staff, ST agency technical staff and their consultant team. Specific duties including:

- Distributing design deliverable documents to City staff or consultants for review, tracking and compiling reviewer comments, following up on comments to submittals, drawings and specs reviews, etc.;
- Providing support to the department/division; administrative support for a variety of committees as assigned –preparing meeting materials and summarizing meeting discussions and outcomes; and
- Collecting, reviewing, and inputting staff comments into required spreadsheets and SharePoint sites. Establishing and maintaining permanent hard files and soft (SharePoint) copies of project files.

### City Development Review Engineer\*

The City shall assign a Development Review Engineer for the Project. The City Development Review Engineer will lead development review of design and permitting submittals for both light rail stations and garages, light rail track alignment, associated structures and right of way improvements. This position will review Project designs, specifications, estimates, and other documents. Specific responsibilities will include:

- Review plans for compliance with applicable codes and City standards including, but not limited to, roadway/frontage design, erosion control, American Disabilities Act wastewater and surface water;
- Review design and permit submittals in coordination with PCD, Surface Water & Environmental Services, Construction Services, Traffic Services and Operations/Maintenance; provide written review



comments at 30%, 60%, 90%, and 100% completion;

- Attend weekly internal coordination meetings, ad hoc and weekly design and coordination meetings with Sound Transit staff and design consultants;
- Ongoing coordination with Sound Transit staff and design consultants on utility relocations, roadway realignment, haul routes, and similar design and permitting issues; and
- Assist with response to inquiries from City staff, Council and Citizens.

#### Traffic Engineer

The City shall assign a Traffic Engineer to the Project. The Traffic Engineer will review, analyze, and recommend appropriate mitigation regarding traffic engineering and impact studies associated with Lynnwood Link Extension project as it relates to Shoreline.

Project Responsibilities will include:

- Review of the station area multi-modal access assessments to ensure pedestrian, bus, bicycle and traffic needs are met and/or appropriately mitigated;
- Review 30%, 60%, 90%, and 100% Construction Permitting Submittal for traffic elements such as signals, channelization, signage and other traffic control devices;
- Review construction phase traffic control, maintenance of traffic, and haul route plans for the project;
- Work with neighborhoods to identify concerns and develop traffic calming and parking alternatives in alignment with the Neighborhood Traffic Safety Program;
- Ensure Sound Transit's traffic modeling accurately reflects existing and future conditions. Make sure Sound Transit's impacts are incorporated into the City's Traffic Model;
- Assist with response to inquiries from City staff, Council and Citizens; and
- Attend internal coordination meetings and meetings with Sound Transit staff and design consultants.

#### Senior Planner\*

The City shall assign a Senior Planner for the project. This position will conduct the design review process for the stations, garages, sites, and associated structures at the 30%, 60%, 90%, and final phases. This position will coordinate all facets of development review: plans examination, zoning and design review, critical area review, site development and storm water and utilities coordination.

Project responsibilities will include:

- Serve as the lead zoning reviewer and prepare comments on the 30%, 60%, 90%, and 100% construction permitting submittal and associated reports for the stations, garages, sites, and associated structures for compliance with SMC Title 20;
- Serve as lead reviewer for processing the following permit types: Special Use permit, Tree Removal permits, Lot Line Adjustments/Lot Mergers/Subdivisions, Demolition permits, Sign permits, Administrative Design Review, Temporary Use Permits, Interpretations of the Development Code, Variances, and Critical Area Special Use permit(s);
- Attending weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed;

- Updating the City's website & Currents with ongoing information about the project;
- Responding to walk-in/phone-in/write-in questions/complaints/concerns directed to the City about the design of the Lynnwood Link Extension project; and
- Developing local codes, policies, agreement components and procedures related to light rail construction and ongoing services.

NOTE: The City anticipates utilizing the services of an on-call Planner Associate to assist the Senior Planner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

### Structural Plans Examiner

The City shall contract with a Structural Plans Examiner (consultant) to be assigned the Lynnwood Link Extension project as needed. This position will perform plans examination as needed for the stations, garages, miscellaneous structures (retaining walls, noise walls, signs) as part of the 30%, 60% 90%, and 100% review of design and permit submittals. As determined necessary by the City, this position will be tasked with the following:

- Review of all required structural and non-structural construction plans and calculations for compliance with the City's adopted construction and building codes as listed in SMC Title 15;
- Prepare initial and revised written comments following review of all required structural and non-structural construction plans and calculations in response to the 30%, 60%, 90%, and final submittals;
- Review and comment on the compliance of the 30%, 60%, 90%, and 100% design and construction plans and specifications with the Regulations for Barrier Free Facilities and Energy Codes; and
- Attend weekly internal coordination meeting, biweekly agency coordination meetings and ad hoc meetings relating to design, permitting, and construction as needed.

NOTE: The City anticipates the possibility of utilizing additional on-call consulting services to assist the Structural Plans Examiner with the review of the 30%, 60%, 90%, and 100% design and permitting submittals should it become necessary in order to meet Sound Transit's expectations.

### Permit Technician

The Permit Technician will perform such duties as:

- Logging all plan sets and revisions received for the official 30%, 60%, 90%, and final 100% submittal into the permit tracking system;
- Setting up file sets to distribute to reviewers; and
- Processing (intake and issuance) of all ancillary permits as described in Exhibit B.

### Building Inspector

It is anticipated that starting in 2017 Sound Transit may be acquiring permit approvals and completing "early work" such as demolitions. Therefore, this agreement includes inspection services for demolition permits. The City anticipates contracting with a consultant to perform these inspections on an on-call basis.

Lead Construction/ROW Inspector

The City shall assign a Lead Construction/ROW Inspector for the project construction to ensure construction activities meet City standards and permit requirements. With construction occurring at multiple locations with different contractors it is important to have a “Lead” that can coordinate between projects/permits, provide assistance when needed and communicate issues with Contractors and Sound Transit.

Typical tasks include:

- Assisting the Construction Supervisor in managing inspection work for Sound Transit projects;
- Manage three construction inspectors;
- Organize material testing and documentation services;
- Manage one full-time Project Coordinator;
- Coordination with ongoing current ROW inspections not related to Sound Transit projects;
- Coordination with City Operations/Maintenance and third-party utilities;
- Coordinate and communicate issues or problems with Sound Transit, Contractors, utility companies and/or other City staff to reach solutions;
- Work with citizens, residents to answer questions and resolve issues;
- Review 30%, 60%, 90% and final plans for all Right of Way work; specifically review construction feasibility and construction impacts such as haul routes, staging areas, and noise; and
- Maintain oversight of all permits in construction areas including anticipating/identifying conflicts or problems between permit activities.

Wastewater Utility Specialist

The City shall assign a Wastewater Utility Specialist for the project. This position will provide design review and applicable inspection services for the IP90 milestone and wastewater permit submittals as it pertains to wastewater utility operations and permitting. This position will coordinate with Ronald Wastewater District’s contract engineers and City staff reviewing and permitting the light rail project to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction. NOTE: This position does not replace reviews or approvals conducted on behalf of the Ronald Wastewater District by CHS Engineers or others directly working for the district.

Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on the IP90%, 90%, and 100% construction permitting submittal and associated reports for the sewer-related work proposed as part of this project;
- Serve as lead reviewer for processing the following permit types: Sewer Availability Request; Wastewater cap-off permits, Wastewater new connection permits, or repair permits;
- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Provide sewer as-built information and update the related Geographic Information system databases to ensure LLE project changes are accurately incorporated into these records; and
- Attend weekly internal coordination meetings and ad hoc and biweekly agency coordination meetings regarding design and permitting as needed.

The following positions are not currently funded by the Staffing Agreement:

**3. Project Coordinator (Construction)**

The Project Coordinator will manage and maintain permit and construction documentation for multiple permits occurring simultaneously at different locations by different contractors.

Typical tasks include:

- Managing all construction-related correspondence, inspectors' daily reports, material testing records, etc.
- Support and coordinate with Lead and other Construction/ROW Inspectors by coordinating inspection requests, preparing for meetings, maintaining meeting agendas and minutes, and documenting/tracking issues and resolutions;
- Manage and/or transfer as-built data to CityWorks asset management and GIS;
- Answering inquiries from City staff and Citizens related to construction inspection and operations;
- Assisting in maintenance of the City's Sound Transit information web pages; and
- Archiving records related to this project for all staff working on the project.

**4. Construction/ROW Inspector**

These positions will perform inspection of all construction activities in the Right of Way to ensure projects meet permit requirements, City and other codes or standards. Multiple projects will be occurring in multiple locations by multiple contractors which will require multiple inspectors.

Based on current information the following projects/phases will require frequent inspections:

- Frontage and other improvements at 145<sup>th</sup> Station;
- Frontage and other improvements at 185<sup>th</sup> Station;
- Realignment of roadways and other impacts associated with track construction
- Utility relocations associated with all elements of the project; and
- Other capital projects associated with mitigation (i.e. sidewalks, signal reconstruction).

Typical tasks include:

- Ongoing inspection of two light rail stations and light rail track alignment and structures (civil, utilities, frontage improvements, roadway relocations, street landscaping, etc.);
  - Inspect for adequate traffic control;
  - Coordinate with City and third-party utilities during construction;
  - Maintaining clear written, photographic and video records of all construction under permits; and
- Inspection of separate capital projects related to Sound Transit Lynnwood Link projects.