

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Sound Transit Lynnwood Link Extension (LLE Project) has been under construction since 2019 and is on track to be substantially complete by November 2023. City services in support of the LLE Project permitting and construction are funded by the Expedited Permitting, Reimbursement, and Construction Services Agreement (Reimbursement Agreement) with Sound Transit. This agreement was originally executed in 2016 and has been amended five times, including the most recent increase in the not to exceed amount up to \$6,099,715, which was approved by Council on November 21, 2022, as a contingency increase pending finalization of this proposed amendment.

Unanticipated levels of effort have been necessary from City staff and consultants to provide the required services for the LLE Project necessitating further increase in funding to cover updated estimates for services through start of revenue service (when the public starts paying to use the new light rail extension). The scope and funding for support that will be needed after revenue service starts is not currently included in this agreement. The current expiration date of the agreement is the start of revenue service for the LLE Project. Sound Transit and City staff would like to add the post-revenue service support scope and increase the funding limit to \$7,875,036 for the updated and expanded estimated costs of these services until all permit conditions are fully satisfied, or December 31, 2031.

An amendment to the Reimbursement Agreement increasing the funding limit, extending the expiration date to December 31, 2031, and revising the scope of services to include post-revenue service support now requires Council approval. Council pre-authorization for a future amendment to the funding limit of up to an additional \$177,532 is also requested.

**RESOURCE/FINANCIAL IMPACT:**

Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions. The current not to exceed amount

in the Reimbursement Agreement will be fully expended in March 2023. Additional revenue is needed to maintain funding for the estimated Light Rail Stations expenditures through the current biennial budget and through full satisfaction of all LLE Project Permit conditions expected by 2031. The increase in the funding limit by \$1,775,321 represents best and reasonable efforts to estimate the duration, City staffing needs, and budget for City costs related to the included services for pre-construction, construction, and post-revenue service phases of the Project. Authorization for up to another ten percent (\$177,532) for potential future amendment is requested as contingency.

Proposed amendments to the Light Rail Stations (City Manager's Office) 2023-2024 biennial budget will be included in proposed Ordinance No. 982, scheduled for Council discussion on April 10, 2023, to increase both revenue and expenditures accordingly.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project, subject to final approval as to form by the City Attorney, with an option to amend again up to a total not to exceed of \$1,952,853.

Approved By:           City Manager **BE**   City Attorney **JA-T**

## **BACKGROUND**

The Sound Transit Lynnwood Link Extension (LLE Project) has been under construction since 2019 and is on track to be substantially complete by November of 2023. The LLE Project is currently slated to open for revenue service in July 2024, though Sound Transit is currently reevaluating schedule impacts and resources to determine if any adjustment to the revenue service date is needed. City services in support of the LLE Project design review, permitting, and construction are funded by the Expedited Permitting, Reimbursement, and Construction Services Agreement (Reimbursement Agreement).

The Reimbursement Agreement was originally executed on July 25, 2016. The staff report for the authorization of the Reimbursement Agreement can be found at the following link: [Authorize the City Manager to Execute the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Project.](#)

The Agreement has subsequently been amended five times, including the most recent increase in the not to exceed amount up to \$6,099,715, which was approved by Council on November 21, 2022. The staff report for the authorization of this fifth amendment to the Reimbursement Agreement can be found at the following link: [Authorize the City Manager to Execute the Fifth Amendment to the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Extension Project.](#)

Unanticipated levels of effort have been necessary from City staff and consultants to provide the required services for the LLE Project necessitating further increase in funding to cover updated estimate for services through start of revenue service (when the public starts paying to use the new light rail extension). Contributing factors to these higher than anticipated costs include labor rate increases, greater numbers of permits and revision submittals, inspection management challenges, and LLE project schedule changes.

In November, Council authorized a smaller funding limit amendment based on Sound Transit Board preauthorization of contingency funding in the amount of \$399,046 to maintain funding into first quarter of this year. That contingency amendment (fifth amendment noted above) provided additional time for staff to develop a more detailed amendment to the scope and cost estimates for the balance of the LLE Project.

The current scope and term of this Reimbursement Agreement amendment ends with the start of revenue service on the Lynnwood Link light rail extension. Scope and funding for support that will be needed after revenue service was not previously contemplated.

## **DISCUSSION**

Sound Transit and City staff would now like to add the post-revenue service support scope and increase the funding limit to \$7,875,036 for the updated and expanded estimated costs of these services until all permit conditions are fully satisfied, or December 31, 2031. The Draft Sixth Amendment to the Expedited Permitting,

Reimbursement, and Construction Services Agreement (Attachment A) provides for these changes.

Additional revenue is needed this month to fund the City staff positions and consultant services supporting the LLE Project. Without an amendment to the funding limit in this agreement, the City will either have to stop providing services in support of the Sound Transit LLE Project or will have to fund these expenditures through other revenue sources.

The proposed sixth amendment would add new scope to the Reimbursement Agreement, such as review of critical area monitoring reports, inspections at the end of required maintenance periods, and verifying compliance with permit conditions that will be satisfied after revenue service begins. Funding for part-time staff management of this agreement and tracking of permit condition compliance after revenue services is also included in the new scope and cost estimate. Without this amendment, these services would need to be funded through other revenue sources such as standard permit fees, but are more likely to be delayed, overlooked, or not undertaken with the level of service or quality expected by Sound Transit or the public.

The costs estimates for both the remainder of the construction phase of the project as well as for known post-revenue service support needs are based on staff's best and reasonable efforts to estimate the duration, City staffing needs, and budget for these services. They make assumptions about hours, inflation, project schedule, and related identifiable variables, but actual costs will not be known until the time the services are provided. Staff is recommending preauthorization from Council for a potential future amendment to the funding limit of an additional \$177,532 as contingency to address potential differences between estimates and actuals if necessary. If unforeseen circumstances result in actuals that exceed these estimates plus contingency, Sound Transit is still financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions and the City could revisit the funding limit again in the future or find alternate mechanisms through which to receive compensation for additional costs.

There are a few potential costs that cannot easily be estimated that are excluded and will be addressed through maintenance agreements required as part of the permit process or through amendment or separate agreement to address those support services. These potential costs are related to failed critical area mitigation that needs to be redone, defect or lack of maintenance on required improvements and plantings that need direct repair or replacement based on circumstances, or implementation of parking and traffic mitigations once those mitigation requirements are determined.

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

Authorizing execution of the proposed Sixth Amendment to the Reimbursement Agreement with Sound Transit will secure additional funding needed continue implementation of City Council's 2022-2024 Goal #3: Continue preparation for regional mass transit in Shoreline, and specifically, Action Step #2: Work collaboratively with Sound Transit on the Lynnwood Link Extension Project, including negotiation of

remaining project agreements and coordination of project construction, inspection, and ongoing permitting.

### **RESOURCE/FINANCIAL IMPACT**

Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions. The current not to exceed amount in the Reimbursement Agreement will be fully expended in March 2023. Additional revenue is needed to maintain funding for the estimated Light Rail Stations expenditures through the current biennial budget and through full satisfaction of all LLE Project Permit conditions expected by 2031. The increase in the funding limit by \$1,775,321 represents best and reasonable efforts to estimate the duration, City staffing needs, and budget for City costs related to the included services for pre-construction, construction, and post-revenue service phases of the Project. Authorization for up to another ten percent (\$177,532) for potential future amendment is requested as contingency.

Proposed amendments to the Light Rail Stations (City Manager's Office) 2023-2024 biennial budget will be included in proposed Ordinance No. 982, scheduled for Council discussion on April 10, 2023, to increase both revenue and expenditures accordingly.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute the Sixth Amendment to the Expedited Permitting, Reimbursement, and Construction Services Agreement with Sound Transit for the Lynnwood Link Extension Project, subject to final approval as to form by the City Attorney, with an option to amend again up to a total not to exceed of \$1,952,853.

### **ATTACHMENT**

Attachment A – DRAFT Sixth Amendment to the Expedited Permitting and Reimbursement Agreement with Sound Transit for the Lynnwood Link Extension Project

Receiving # 8629.06

GA 0542-16

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

THIS Sixth 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”) (collectively the “Parties” and each individually as a “Party”) to the Expedited Permitting, Reimbursement and Construction Services Agreement for the Lynnwood Link Project dated 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 Agreement and to address related staffing by the City.
- B. Since its original execution, the Agreement has been amended on five (5) previous occasions: to add additional permit types and services; to provide additional reimbursement for third party services; to modify Designated Representatives for the Parties; to further add an additional permit type and service; and to provide additional funding due to the unanticipated levels of effort by the City.
- C. Unanticipated levels of effort have been required by the City in order to provide the permitting services needed by Sound Transit for the Project, requiring an increase in funding for the work to be performed under the Agreement.
- D. The “City Services,” as currently defined in the Agreement, do not include support for Sound Transit post-revenue service mitigation work and permit condition compliance, maintenance period close-out inspections, or critical area monitoring period reviews and inspections, all of which services are now needed in order to complete the Project.
- E. The Parties desire to amend the Agreement for a sixth time to: (1) provide additional funding for an unanticipated, increased level of need for work within the scope of the Agreement in order to support the Project; and (2) add post-revenue service support to the scope of the Agreement and to provide additional funding for such services.

**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 amended, as described below:

1.0 Section D of the Recitals of the Agreement is amended as follows:

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, 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 permit 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, and to provide the same for~~ Post-Revenue Service Support (as defined in Section 1.7 of this Agreement) in the form of supporting Sound Transit mitigation work and permit condition compliance, maintenance period close-out inspections, and critical area monitoring period reviews and inspections.

2.0 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, permit review and approvals, ~~and Construction Services (as defined below in Section 4.8 of this Agreement) for the Project,~~ Post-Revenue Service Support (as defined in Section 1.7 of this Agreement), and Sound Transit's reimbursement for the City's expenses related to such expedited review these services.

3.0 Section 1.1 of the Agreement is amended as follows:

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, 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~~ Exhibit B-4 of this Agreement, and to provide Post-Revenue Service Support as defined in Section 1.7 of this Agreement.

4.0 A new Section 1.7 is added to the Agreement as follows:

1.7 Post-Revenue Service Support. "Post-Revenue Service Support" means the support of Sound Transit's post-revenue service mitigation work and permit condition compliance including coordination, inspections, monitoring, reviewing, and reporting more specifically described in Section 4.9 and Exhibit B-4 of this Agreement.

5.0 Section 4.7 of the Agreement is amended as follows:

4.7 Third Party Utilities. This Agreement acknowledges that the City ~~is operating~~ operated the wastewater utility in the City of Shoreline via a services contract with the Ronald Wastewater District in King County from October 2017 until assumption of the Ronald Wastewater District by the City on April 30, 2021. ~~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 completion of Project construction.~~

The City shall continue to review and comment on all Design Submittals with due consideration of its interests in the operation and facilities of said utility district. Accordingly, the former Ronald Wastewater District is no longer a separate utility requiring coordination efforts by the City under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that GA 0508-17- Utility Relocation Agreement Between Ronald Wastewater District and Sound Transit (for Lynnwood Link Project) and associated task orders (“Utility Agreement”) for the provision of wastewater utility services by the former Ronald Wastewater District to Sound Transit has been assumed by the City and that the parties may continue to use the Utility Agreement for the wastewater utility services provided therein, in addition to the City utility services to be provided under this Agreement.

6.0 Paragraph (4) of Section 4.8.1 is amended as follows:

- (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 District before it was assumed by the City on April 30, 2021, Seattle City Light, Seattle Public Utilities, North City Water District, Shoreline Parks, Fleet, and Facilities Division, Recreation and Cultural Services, Shoreline Public Works Department, Shoreline Fire Department, Shoreline Police Department, Shoreline Planning and Community Development Department, Shoreline Public School District, and Puget Sound Energy;

7.0 A new Section 4.9 is added to the Agreement as follows:

- 4.9 Post-Revenue Service Support. The scope of work covered in this Agreement shall include the following Post-Revenue Service Support:
- (1) Critical area monitoring report reviews for the required monitoring periods (5-10 years)
  - (2) Close-out inspections at the end of required maintenance periods (2-3 years) for replacement trees, landscape buffers, frontage improvements, and wastewater utility improvements.
  - (3) Parking impact mitigation study and plan development support, review, and approval for areas surrounding Link light rail stations, as required by Special Use Permit (SPL 18-0140) (SUP) Condition J.1.
  - (4) Neighborhood traffic impact mitigation study, plan, and outreach development support, review, and approval for areas surrounding stations as required by (SUP) Condition C.10.
  - (5) Review and release of all required Performance Agreements and Maintenance/Defect/Monitoring Agreements and associated financial guarantees, if any.
  - (6) Verification of compliance with all SUP conditions that are allowed to be completed post-revenue service, except those which are ongoing for the life of the light rail system.
  - (7) Review and processing of applications for lot line adjustments, lot mergers or subdivision of surplus properties prior to sale.



The Parties acknowledge that there may be other post-revenue service support activities necessary to close out the SUP beyond those listed in this Section 4.9, which support activities the Parties may authorize in an amendment to this Agreement or in a separate agreement(s) such as, but not limited to, Maintenance/Defect/Monitoring agreements.

8.0 Section 5.1 of the Agreement is amended as follows:

5.1 Amount. The cost estimate provided in ~~Exhibit C-2~~ Exhibit C-3 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, and post-revenue service phases of the Project. Sound Transit is financially responsible for all costs related to meeting all Light Rail Project land use and construction permit conditions regardless of this cost estimate. Based on this estimate, Sound Transit will pay the City an amount not to exceed ~~Six Million, Ninety Nine Thousand, Seven Hundred Fifteen Dollars (\$6,099,715)~~ Seven Million, Eight Hundred Seventy Five Thousand, Thirty Six Dollars (\$7,875,036) to reimburse the City for costs incurred related to design review, permitting, project management and coordination, construction, and Post-Revenue Service Support of the Project as described in this Agreement.

9.0 Section 5.2.4 of the Agreement are amended as follows:

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 before its assumption by the City on April 30, 2021, 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.

10.0 Section 5.3 of the Agreement is amended as follows:

Invoicing. The City shall invoice Sound Transit on a monthly basis. Invoices shall bear the name and address of the City's Designative 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 ~~that~~ the invoice is accurate and the work has been performed in accordance with the terms of this Agreement. Invoices should be remitted via email to Accountspayable@soundtransit.org. Sound Transit shall remit payment within thirty (30) days of receipt of a complete invoice of receipt of a complete invoice. The required supporting documentation follows:

11.0 Section 5.6 of the Agreement is amended as follows:

5.6 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~~ Exhibit A-4. All fees for additional permits obtained by the L800 Systems contractors, reviews of revisions to previously issued Sound Transit-obtained permits, or inspection requests under any permits for work under the Project's L800 Systems Contract are subject to standard permit fees. The City shall deduct the amount of any permit, review, or inspection fees collected directly from the contractors related to all work under the L800 Systems. The City shall deduct the amount

of any reinspection fees collected directly from contractors related to both Sound Transit-obtained and Contractor-obtained permits as specified in ~~Exhibit A-2~~ Exhibit A-4. The City retains sole discretion for determining when to assess reinspection fees consistent with City practices.

12.0 Section 10.1 of the Agreement is amended as follows:

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 City reviews, permits, ~~and approvals, inspections, and mitigations required by permit conditions are fully satisfied or December 31, 2031, or until the start of Lynnwood Link revenue service operations,~~ whichever comes first, unless sooner terminated as provided in Section 6 above.

13.0 Exhibit A-3, "Permits Covered by Agreement," is replaced in its entirety with the attached Exhibit A-4, "Permits Covered by Agreement," and all references to "Exhibit A-2" and to "Exhibit A-3" in the Agreement shall hereby be replaced with "Exhibit A-4."

14.0 Exhibit B-3, "City Services to Be Provided," is replaced in its entirety with the attached Exhibit B-4, "City Services to Be Provided," and all references to "Exhibit B-2" and to "Exhibit B-3" in the Agreement shall hereby be replaced with "Exhibit B-4."

15.0 Exhibit C-2, "Estimated Cost of Final Design Review, Permit Processing and Construction Services," is replaced in its entirety with the attached Exhibit C-3, "Estimated Cost of Final Design Review, Permit Processing, Construction Services, and Post-Revenue Service Support," and all references to "Exhibit C-2" in the Agreement shall hereby be replaced with "Exhibit C-3."

16.0 Unless expressly revised by this Sixth Amendment, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect and unchanged by this Sixth Amendment.

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Sixth Amendment to the Agreement, effective as of the date of the latest signature, below.

CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY (SOUND TRANSIT)

Approved as to form:

By: \_\_\_\_\_  
Julie Timm, Chief Executive Officer

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

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

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

CITY OF SHORELINE

Authorized by City Council on: \_\_\_\_\_

By: \_\_\_\_\_  
Bristol S. Ellington, City Manager

Approved as to form:

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

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**Exhibit List:**

- Exhibit A-4: Permits Covered by Agreement**
- Exhibit B-4: City Services to Be Provided**
- Exhibit C-3: Estimated Costs for Final Design Review, Permit Processes, Construction Services, and Post-Revenue Service Support**

**EXHIBIT A-4 PERMITS COVERED BY AGREEMENT**

<b>Permit Type</b>	<b>Notes</b>
<b>Building Permits:</b>	Includes Plan Review & WABO surcharge
<b>New Commercial</b>	
<b>Walls &amp; Misc. Structures</b>	
<b>Tenant Improvement</b>	To be obtained by Contractor - For field offices, if applicable
<b>Residential Remodel</b>	To be obtained by Contractor - For noise mitigation on existing homes, if applicable
<b>Mechanical Permits</b>	To be obtained by Contractor
<b>Plumbing Permits</b>	To be obtained by Contractor
<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</b>	(if applicable)
<b>Lot Line Adjustments, Lot Mergers, Subdivisions</b>	
<b>Demolition Permits</b>	
<b>Sign Permits – Permanent</b>	Includes permanent signs for stations, etc. To be obtained by Contractor – includes temporary/constructions signs, if permit required
<b>Sign Permits – Temporary</b>	
<b>Wastewater Permits</b>	Cap-off and Connection Permits to be obtained by Contractor
<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 Construction Permits</b>	To be obtained by Contractor - Includes intake and issuance only of fire permits. See Notes (2) and (3)
<b>Noise Variances</b>	
<b>Plat Alteration</b>	(if applicable)

**Notes:**

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COS: #8629.05

- (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~~ for all construction permit types in 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-4 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 Public Works Department ("PW"), Planning and Community Development Department ("PCD"), and impacted divisions within other City Departments 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 and PW staff; 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, Engineer I, and/or consultant 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 the City'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.

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, Developer Extensions, Industrial Wastewater Discharge, Wastewater cap-off, Wastewater new connection, or Wastewater 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, Wastewater Utility 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. City staff will also meet regularly with L800 Systems Contract construction management and contractor representatives for coordination and communication of City requirements for the overhead catenary power system and train/stations communications systems scope of work on the Project.

The City owns and operates the public Rights-of-Way, surface water facilities, and parks. The City operated the Wastewater Utility facilities on behalf of Ronald Wastewater District from October 2017 through April 2021 when the City assumed the Wastewater District. 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, telecommunications, 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 the City's permit system and SharePoint sites. Establishing and maintaining permanent hard files and soft (permit system 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 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, Engineer I, and/or consultant 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 the City's contract engineers and City staff to ensure continued safe operations of the sanitary sewer collection system during and after light rail construction.

Project responsibilities will include:

- Serve as the lead wastewater operations reviewer and prepare comments on revisions or supplemental construction permit submittals, including shop drawings and product data, 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, Developer Extensions, Industrial Wastewater Discharge, Wastewater cap-off permits, Wastewater new connection permits, or Wastewater repair permits;
- Serve as lead inspector for visiting work sites and performing field inspections required for review or permit inspection;
- Review of new wastewater easements, preparation of Release of Easements for wastewater easements that are no longer needed, and all documentation required for conveyance of the Project-constructed wastewater facilities to the City;
- Review sewer as-built information, verification of accuracy, and update of 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/145<sup>th</sup> Station
- Frontage and other improvements at Shoreline North/185<sup>th</sup> 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.

### **SECTION 3: STAFFING AND RESOURCES COVERED FOR POST-REVENUE SERVICE SUPPORT**

Sound Transit expects to start revenue service of the Project by July 2024, or later if revised by the Sound Transit Board. The SUP and other land use and construction permits for the Project include conditions that require maintenance, monitoring, defect repair, and mitigation implementation after the start of revenue service. The positions and tasks described in this section are intended to cover the Post-Revenue Service Support as defined in Section 1.7 of this Agreement that will be carried out by City staff or consultants and reimbursed under this Agreement.

#### **3.1 Overview of Positions Required**

##### **3.1.1 City Agreement Coordinator**

The City Agreement Coordinator for Post-Revenue Service Support will be the City's primary point of contact during the post-revenue service phase of the Project and will provide central coordination of all submittal reviews and comments, inspections, verification of condition satisfaction, and issue resolution from all City Departments. The City Agreement Coordinator shall participate in ad hoc and regularly scheduled post-revenue service coordination meetings.

The City Agreement Coordinator shall communicate regularly with Sound Transit to discuss the status of the tasks to be performed, identify upcoming Project activities and any information or input necessary to inform those activities, and resolve any issues or disputes related to the Post-Revenue Service Support activities for the Project, consistent with this Agreement. The City Agreement Coordinator 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:

- Review and submit monthly progress reports and invoicing to Sound Transit in accordance with Section 5 of the Agreement.
- Support City staff to schedule meetings as needed internally or with Sound Transit representatives, including preparing meeting materials and summarizing meeting discussions and outcomes. Attend ad hoc and regular project construction and coordination meetings with Sound Transit staff and construction contractors.
- Lead coordination for the City between the City staff or consultants and Sound Transit for the closeout inspections of project construction, review report or correction related submittals, and final permit close-out and mitigation activities required post-revenue service.
- Verify and document compliance with all remaining permit conditions, excluding ongoing conditions that apply for as long as the light rail system exists, in coordination with City staff and consultants, based on information supplied by City staff including approvals of reports or other submitted documentation, PASSED inspection results, or other confirmation documenting successful completion of required mitigation and post-revenue service close out requirements.

##### **3.1.2 Project Administrative Assistant**

This position will support the City Agreement Coordinator and coordination meetings with Sound Transit for the Project. Specific duties include:

- Preparing monthly invoices including draft progress reports and compiling supporting documentation such as consultant invoices, staff hours, and permit fees for inspections or submittal reviews.

### 3.1.3 Planner

The City's assigned Planner(s) or consultant(s) will provide post-revenue service review, inspection, and closeout documentations services as necessary to determine compliance with Project land use and construction permit conditions and the related Shoreline development code requirements.

Project responsibilities will include:

- Review and approve all critical area monitoring reports required for Project compliance with SMC Title 20.80 and conditions of Project's Critical Area Special Use Permits and construction permits. Coordinate qualified professional review or inspection related to areas not meeting performance standards and adding permit fees for consultant costs and staff time for corrective actions not covered under this agreement.
- Conduct zoning-related end of maintenance period inspections for replacement trees and required landscape buffers.
- Direct the work of consultants if used to complete the required report reviews and maintenance inspections and document results in the relevant permit records.
- Process release of Performance or Maintenance/Defect/Monitoring Agreements following successful completion of critical area monitoring periods and end of maintenance period inspections of trees and landscape buffers.
- Attend internal and external meetings related to compliance with Project permit conditions as needed.

### 3.1.4 Permit Technician

The Permit Technician will perform such duties as:

- Processing (intake, routing, and issuance) of reports or correction responses required to meet post-revenue service permit conditions and closeout requirements.
- Provide support to Sound Transit staff and contractors by answering questions regarding permit submittal, revision and supplemental submittals, and issuance.

### 3.1.5 Traffic Engineer

The Traffic Engineer or other assigned Engineer will support Sound Transit development of the scopes for the Traffic and Parking Mitigation studies, support public outreach as required for development of these mitigation plans, and provide review of the proposed Traffic and Parking Mitigation plans developed by Sound Transit based on both the study results and public input.

The Traffic Engineer will perform such duties as:

- Review and provide feedback and final acceptance to Sound Transit on the required studies for both Traffic and Parking Mitigation requirements in SUP Conditions C.10 and J.1.
- Support required public outreach for development of the studies and plans for both the Traffic and Parking Mitigation.
- Review, comment, and approve mitigation plans developed by Sound Transit based on the study results and public input for both the Traffic and Parking Mitigation requirements in SUP Conditions C.10 and J.1.
- Negotiate, if needed, any agreement(s) with Sound Transit related to implementation of the final approved Traffic and Parking Mitigation plans to cover terms and reimbursement for City staff time and/or City implementation of the mitigation plans on behalf of Sound Transit.
- Attend internal and external meetings related to compliance with Project Permit conditions as needed.

#### 3.1.6 Wastewater Utility Specialist

The assigned Wastewater Utility Specialist, Engineer I, and/or consultant will complete any remaining close-out inspections, corrections, and final documentation at the end of the maintenance period for wastewater facilities constructed or modified by the Project. This position will coordinate with the City's contract engineers and City staff to ensure continued safe operations of the sanitary sewer collection system after light rail revenue service operations begin.

The Wastewater Utility Specialist will perform such duties as:

- Conduct remaining wastewater end of maintenance period inspections for new and modified wastewater facilities.
- Direct the work of consultants, if used, to complete the required maintenance-period inspections and document results in the relevant permit records.
- Process all remaining inspections, special releases, agreements, and documents for the new and modified existing wastewater facilities constructed by the Project as required by permit conditions or the standards of the 2021 Engineering Development Manual – Division 4 Wastewater, adopted to regulate changes to the assumed wastewater utility system.
- Attending internal and external meetings related to compliance with Project Permit conditions as needed.

#### 3.1.7 Construction/ROW Inspector

This position will perform inspection of all post-revenue service-related inspections and close-out documentation activities in the Right of Way and City Parks to ensure projects meet permit and code requirements.

The Construction/ROW Inspector will perform such duties as:

- Frontage Improvement maintenance period close-out inspections;

- Inspection of corrections and related traffic control;
- Coordinate with City and third-party utilities during repair or construction of corrective measures; and
- Process maintenance period closeout documentation.

### 3.1.8 GIS Technician

The GIS Technician will finalize any remaining updates of planned Project improvements based on final as-built drawings and CAD file submittal in both the City GIS and the asset management systems.

### 3.1.9 Qualified Professional Consultants

For maintenance period close-out inspections or correction reviews related to Trees, Landscape Buffers, Geologic Hazard Areas, Fish and Wildlife Habitat Conservation Areas, and Wetlands.

## EXHIBIT C-3:

**Exhibit C-3: Estimated Costs for Final Design Review, Permit Processes, Construction Services, and Post-Revenue Service Support**

Support Cost Actuals and Estimates

**Design Review, Permit Processes, and Construction Services Costs**

Total Invoiced 2016 - 2021				\$	4,952,341
	2022 Actuals & Estimates	2023 Estimates	2024 Estimates	Totals	
<b>City Staff</b>					
Project Management and Support	\$ 355,521	\$ 303,424	\$ 252,506	\$ 911,451	
Permit Processing and Review	\$ 7,997	\$ 16,381	\$ 6,022	\$ 30,399	
Engineering Review	\$ 27,140	\$ 25,022	\$ 12,685	\$ 64,847	
ROW and WW Inspections	\$ 118,774	\$ 174,195	\$ 24,462	\$ 317,431	
GIS/Asset Data Management	\$ -	\$ 35,506	\$ 36,633	\$ 72,139	
<b>Consultants</b>					
Plan Review & Building/Site Inspections	\$ 252,046	\$ 311,300	\$ 117,322	\$ 680,668	
Engineering Development Review	\$ 98,194	\$ 78,750	\$ 16,459	\$ 193,403	
Structural Engineering Review	\$ 34,739	\$ 32,948	\$ -	\$ 67,687	
Arborist Reviews and Inspections	\$ 3,850	\$ 28,870	\$ 16,020	\$ 48,740	
Critical Area Reviews and Inspections	\$ 7,365	\$ 8,038	\$ -	\$ 15,403	
Noise Reviews and Inspections	\$ 2,672	\$ -	\$ -	\$ 2,672	
Traffic Control Reviews and Inspections	\$ 746	\$ 17,000	\$ -	\$ 17,746	
Hearing Examiner	\$ -	\$ 4,375	\$ -	\$ 4,375	
<b>Other</b>					
Public Notices	\$ 375	\$ 561	\$ -	\$ 936	
Contractor Fee Credits	\$ (6,149)	NA	NA	\$ (6,149)	
<b>Annual Totals</b>	\$ 903,269	\$ 1,036,371	\$ 482,108		
<b>Estimate At Completion Total</b>				\$	<b>7,374,089</b>

Post-Revenue Service Support Costs	Unit Cost	Hours		Total	
<b>Critical Area Monitoring Reports and Closeout</b>					
City Reviews of monitoring reports	\$220-303/hr	246		\$ 61,121	
<b>Replacement Tree &amp; Landscape Maintenance Period Closeout</b>					
City Inspections of replacement trees and landscape areas	\$281/hr	315		\$ 88,583	
<b>Frontage Improvements Maintenance Period Closeout</b>					
City Inspections of frontage improvements including utilities	\$270/hr	60		\$ 16,224	
<b>Traffic Mitigation</b>					
City Time related to required study, public outreach, design development, and plan approval	\$250/hr	800		\$ 200,000	
<b>Parking Mitigation</b>					
City Time related to required study, public outreach, design development, and plan approval	\$250/hr	80		\$ 20,000	
<b>Lot Mergers/Lot Line Adjustments</b>					
City Time for intake, review, and issuance of lot mergers or lot line adjustments	\$260/hr	48		\$ 12,000	
<b>Administrative Support</b>					
City Staff time for Agreement Management	\$85-\$112/hr	220		\$ 76,943	
City Staff time for Agreement Invoicing	\$72-\$95/hr	330		\$ 26,076	
<b>Estimate for Post Revenue Services</b>				\$	<b>500,947</b>
<b>Total Project Services Estimate</b>				\$	<b>7,875,036</b>