

AMENDMENT NO. 1
TO
GCA 5820
between the
Washington State Department of Transportation
and the
King County Department of Transportation, Metro Transit Division
for
Enhanced Transit Services
for the Early Safety and Mobility Projects of the
Alaskan Way Viaduct and Seawall Replacement Program

THIS AMENDMENT No. 1 to GCA 5820 (the "First Amendment") is made and entered into between King County ("County"), by and through its Department of Transportation, Metro Transit Division ("Metro Transit"), and the State of Washington, by and through its Department of Transportation ("WSDOT" or the "State"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on October 23, 2008 the Parties entered into GCA 5820, an Agreement for Enhanced Transit Services, for the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program (the "Agreement"), and

WHEREAS, Section 7 of the Agreement provides for changes to be made to the Agreement by mutual written agreement of the Parties, and

WHEREAS, the Parties have determined that modifications in the State's anticipated construction schedule for the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program (the "Project" or "Moving Forward Projects") will necessitate an extension of the term of the Agreement, and

WHEREAS, as a consequence of modifications to the construction schedule, the Parties wish to extend the term of the Agreement from December 31, 2013 to June 30, 2014, and

WHEREAS, pursuant to RCW 36.54.110, and Chapter 2.120 of the King County Code, a new ferry district, a municipal corporation of the State of Washington, was established in King County, that is known as the King County Ferry District ("Ferry District"), and

WHEREAS, the Parties have also determined that the Ferry District's West Seattle water taxi and water taxi commuter shuttle services (the "Water Taxi") can provide direct connections to alternative transit routes that would bypass anticipated traffic congestion associated with the Project's construction work, and

WHEREAS, the Parties also wish to amend the Agreement to allow for the Water Taxi to be included as one of the transit services available to provide an additional means of addressing

vehicle traffic congestion during construction activities associated with the State's Moving Forward Projects, and

WHEREAS, pursuant to King County Code 2.16.140(F) and the Interlocal Agreement between King County and the King County Ferry District Regarding Administrative and Support Services with an effective date of May 23, 2008 ("Interlocal Operating Agreement"), the Marine Division of the King County Department of Transportation ("Marine Division") is authorized to operate the Water Taxi for the Ferry District and it is expected that any viaduct mitigation-related Water Taxi service enhancements will also be operated by the Marine Division, and

WHEREAS, the Parties further wish to amend the Agreement to allow the County to contract with the Ferry District in order to provide a mechanism to implement and fund supplementary Water Taxi service enhancements in furtherance of the construction traffic mitigation goals and objectives of the Agreement, and

WHEREAS, Exhibit A (Scope of Work) which includes its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate Routes for Trip Adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)) and Exhibit B (Enhanced Transit Services – Service Phasing and Cost Estimates) which includes its Attachment 1 (King County Metro Transit – Breakdown of 60' Hybrid Cost per Hour (with exclusion) for year 2008, based on Metro Transit's 2008/2009 adopted budget) and Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost Calculations) to the Agreement have been revised and renamed as Exhibits A-1, Scope of Work, and B-1, Service Phasing and Cost Estimates, to reflect changes to the terms of the Agreement as provided for in this First Amendment; and

NOW, THEREFORE, BE IT MOVED by the Council of King County in consideration of the terms, conditions, and covenants set forth herein, and attached and incorporated and made a part hereof, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit A (Scope of Work), together with its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate routes for trip adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)), is deleted in its entirety and replaced with Exhibit A-1 (Scope of Work) (the "Work") which, together with its Attachment 1 (Moving Forward Transit Service Enhancements – Candidate Routes for Trip Adds) and Attachment 2 (Transit Travel Time Monitoring Project: CBD Feeder Route Paths (AWV Impact Routes)) and Attachment 3 (Enhanced Transit Service Proposal Hours and Rate Modifications Template), is attached hereto and by this reference incorporated into the Agreement.
2. Exhibit B (Enhanced Transit Services – Service Phasing and Cost Estimates) together with Attachment 1 (King County Metro Transit – Breakdown of 60' Hybrid Cost per Hour (with exclusion) for year 2008, based on Metro Transit's 2008/2009 adopted budget) and Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost

Calculations), is deleted in its entirety and replaced with Exhibit B-1 (Enhanced Transit Services – Service Phasing and Cost Estimates) which, together with its Attachment 1 (King County Metro Transit – Breakdown of Cost per Hour for a 60' Hybrid (with exclusion), West Seattle water taxi and water taxi shuttle for year 2011, based on Metro Transit's 2010/2011 adopted budget); Attachment 2 (King County Metro Transit – Initial Vehicle Use Cost Calculations); and Attachment 3 (King County Metro Transit – Expenditures and Enhanced Transit Services Cash Flow) is attached hereto and by this reference incorporated into the Agreement.

3. The sixteenth recital of the Agreement is deleted in its entirety and replaced with the following:

WHEREAS, in order for Metro Transit to be able to phase in new transit services specified in Exhibits A-1 and B-1, this Agreement provides the mechanism for the State to provide funding for Metro Transit to implement the Enhanced Transit Services specified in Exhibit A-1 and Exhibit B-1 and its Attachments; and

4. The first paragraph on page 3 of the Agreement beginning "NOW, THEREFORE," is deleted in its entirety and replaced with the following:

NOW, THEREFORE, by virtue of Chapter 39.34 RCW and in consideration of the terms, conditions, and mutual covenants set forth herein and in the attached Exhibits A-1 and B-1, **IT IS MUTUALLY AGREED AS FOLLOWS:**

5. Section 1 (Purpose) of the Agreement is hereby deleted in its entirety and replaced with the following:

The purpose of this Agreement is for the County to deliver Enhanced Transit Services as specified in Exhibit A-1 (the "Work") which, together with its Attachments 1, 2 and 3, is attached to the Agreement and by this reference incorporated herein, in order to mitigate traffic impacts and congestion caused by construction of the Projects, and to establish a method for the State to pay the costs associated with the Work.

6. Section 2.1 (Provision of Enhanced Transit Services) of the Agreement is hereby deleted in its entirety and replaced with the following:

The County will perform the Work set forth in Exhibit A-1 and its Attachments.

7. The following new subsection 2.3 is added to Section 2 (Duties and Responsibilities):

The County may elect to utilize the services of the Ferry District through a contract for provision of water taxi and water taxi commuter shuttle services. Prior to implementation of any services by the Ferry District, the County will submit an Enhanced Transit Service Proposal including any proposed water taxi enhancements as described in Exhibit A-1. The detail of Work performed by the Ferry District is to also appear on their invoices.

8. Section 3.1 (Payment) is hereby deleted in its entirety and replaced with the following

3.1 Payment. The Parties have agreed that the cost of the County's performing the Work under the Agreement will not exceed Twenty-Nine Million Six Hundred Ninety-Seven Thousand Six Hundred Six Dollars (\$29,697,606.00) (the "Reimbursement Cap"). The State's payment to the County for satisfactory performance of the Work shall not exceed this amount; provided, however, that should the Reimbursement Cap be reached, the County shall have no further obligation to perform any Work pursuant to this Agreement. The State shall not pay for any Work prior to the performance of the Work.

A cost estimate for the Work to be performed by the County pursuant to this Agreement is set forth in Exhibit B-1, which, together with its Attachments 1 – 3, is attached to the Agreement and by this reference incorporated herein. The County may submit requests for changes in the bus and water taxi service operation cost rates set forth in Exhibit B-1 once each calendar year as set forth in Exhibit B-1. Said rate changes for the bus service and the water taxi service, if any, shall be submitted to the State on or before the 15th day of December of each year, and if agreed to by the State, shall become effective for the calendar year on January 1st of the following year. Said rate changes for the water taxi commuter shuttle service, if any, shall be submitted to the State on or before the 15th day of August of each year, and if agreed to by the State, shall become effective for as of September first of that calendar year. The County shall provide written documentation to the State's satisfaction, in order for the State to evaluate the request. If the State agrees to a rate change, the State will provide written approval of any requested rate changes prior to the changes going into effect, which approval shall not be unreasonably withheld. The Parties recognize that such rate changes could be increases or decreases. The vehicle use fees and costs identified in Exhibit B-1 are lump sum and are not subject to change over the life of the Agreement.

9. The first and second paragraphs of Section 3.2 (Invoices and Billing) are hereby deleted in their entirety and replaced with the following:

3.2 Invoices and Billing. Partial payments to the County shall be made by the State throughout the term of this Agreement, upon receipt and approval of detailed billing invoices from the County.

Reimbursement is subject to the submission to and approval by the State of invoices and invoice support documentation, reports, and financial summaries as reasonably requested by the State. The State's approval of invoices shall not be unreasonably withheld. Billings shall not be more frequent than one (1) per month and no less than one (1) per quarter. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit; all required adjustments will be made and reflected in a final payment.

10. Section 5 (Effective Date and Term of Agreement) is hereby deleted in its entirety and replaced with the following:

This Agreement is effective upon execution by both Parties and will remain in effect through June 30, 2014, unless otherwise amended or earlier terminated by either Party pursuant to the terms of this Agreement.

11. Section 7 (Amendments) of the Agreement is hereby deleted in its entirety and replaced with the following:

Either Party may request changes to the provisions contained in this Agreement. Changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto. The following are exceptions to requiring an amendment and may be changed through mutual written affirmation: the annual requested rate changes as provided for in Section 3.1, the list of routes eligible for Enhanced Transit Services as set forth in Exhibit A-1 and the Transit Service Plan as set forth in Exhibit B-1. Said changes will not require a written amendment to this Agreement.

Except as specifically modified in this First Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT No. 1 as of the latest date written below.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By
Kevin Desmond
General Manager
King County Metro Transit Division

By
Ron Paananen
Program Administrator
Alaskan Way Viaduct and Seawall
Replacement Program

Date: _____

Date: _____

Attachments:

- Exhibit A-1 Scope of Work
- Exhibit A-1, Attachment 1 Moving Forward Transit Service Enhancements, Candidate routes for trip adds
- Exhibit A-1, Attachment 3 Enhanced Transit Service Hours and Rate Modifications Proposal Template
- Exhibit B-1 Enhanced Transit Services – Service Phasing and Cost Estimates
- Exhibit B-1, Attachment 1 King County Metro Transit – Breakdown of Cost per Hour for a 60’ Hybrid (with exclusion), West Seattle water taxi and water taxi shuttle for year 2011, based on Metro Transit’s 2010/2011 adopted budget)
- Exhibit B-1, Attachment 2 King County Metro Transit – Vehicle Use Cost Calculations
- Exhibit B-1, Attachment 3 King County Metro Transit – Expenditures and Enhanced Transit Services Cash Flow

GCA 5820**SCOPE OF WORK****EXHIBIT A-1****ENHANCED TRANSIT SERVICES
FOR THE EARLY SAFETY AND MOBILITY PROJECTS OF THE
ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM****SUMMARY**

The Work to be performed pursuant to this Scope of Work shall consist of the implementation of certain service enhancements and schedule adjustments (collectively referenced as "Enhanced Transit Services") by the County and, at the County's discretion, the King County Ferry District (the "Ferry District") pursuant to a separate agreement between the County and the Ferry District, in specified travel corridors and commuter sheds affected by the Early Safety and Mobility Projects of the Alaskan Way Viaduct and Seawall Replacement Program. The objective of the Work is twofold: first, to reduce vehicle travel demand in order to help mitigate construction related mobility impacts on the general public; and second, to mitigate the impact of the Early Safety and Mobility Projects on the operations and delivery of Metro Transit's fixed-route bus services (Bus Services).

In addition to service enhancements and schedule adjustments to the Bus Services, it has been determined that the Ferry District's West Seattle water taxi and water taxi commuter shuttle service (the "Water Taxi"), as operated by the King County Marine Division (the "Marine Division") pursuant to the Interlocal Operating Agreement, would serve as a viable means of managing and alleviating vehicle traffic congestion during Project-related construction activities. Currently, the Water Taxi provides service across Elliott Bay between Pier 50 on the downtown Seattle waterfront and Seacrest Park dock in West Seattle. During the months of April through October, the Water Taxi operates seven days a week between 11 and 16 hours a day per a published schedule. From November through March, the Water Taxi operates approximately six hours a day during weekday morning and evening commute periods.

The 2010/11 winter months (November through March) ridership on the Water Taxi was 13,000 trips. Ridership projections are expected to increase each season as the service becomes established.

The County will be responsible for managing the Bus Services and subcontracting the Water Taxi services through the Ferry District. The total cost of the Work shall not exceed the Reimbursement Cap of Twenty-Nine Million Six Hundred Ninety-Seven Thousand Six Hundred Six Dollars (\$29,697,606) as stated in Section 3.1 (Payment) of this Agreement.

I. SCOPE OF WORK

The following defines the detailed Scope of Work:

The performance of the Work by the County will require service enhancements consisting of the expansion of the Metro Transit revenue operations fleet, as well as schedule adjustments to the existing bus routes. The provision of Water Taxi services may also require schedule adjustments, subject to Ferry District approval and State approval, to the existing Water Taxi routes. An agreed upon Transit Service Plan is attached in Exhibit B-1. The Transit Service Plan may be changed through mutual written agreement from both Parties. The Transit Service Plan addresses the costs associated with both planned or implemented service enhancements and schedule adjustments. Implementation of specific services requires written approval of an Enhanced Transit Service proposal prior to implementation, which approval shall not be unreasonably withheld.

A. Bus and Water Taxi Service Enhancements

Bus Services enhancements and Water Taxi service enhancements may include: service hours to support increased service frequency, service restructures that improve reliability, productivity, or ease of use, additional peak and off-peak trips, expansion of peak and off-peak spans and levels of service, or other operational improvements that result in higher capacity and quality of service.

Attachments 1 and 2 to this Scope of Work identify the routes and corridors in which fixed Bus Services and Water Taxi service enhancements may be provided under this Agreement.

The list of eligible Bus Services and Water Taxi routes may be expanded as demand patterns develop, and as routing alignment, nomenclature and the transit network evolve over time. The list of routes may be changed through mutual written affirmation from both Parties when proposed changes meet at least one of the following criteria:

- a) The proposed bus service enhancement directly travels on or immediately parallel to important corridors in the affected travel sheds; namely SR 99, 1st Ave. S., Elliott Ave. W., and/or 15th Ave. W. and/or Water Taxi service enhancements operating across Elliott Bay from Pier 50 to Seacrest Park;
- b) The proposed Bus Services and/or Water Taxi service enhancement provide(s) an important connection to bus routes traveling on corridors identified in criterion (a.), thereby enabling increased transit utilization and transferring potential to and on said corridors;
- c) The proposed service provides direct connections to alternative bus routes that bypass anticipated traffic congestion resulting from the Projects; or
- d) The proposed service is a direct and pertinent derivative of an existing route listed in the attachment(s) and became operational after the execution of the Agreement.

B. Schedule Adjustments

Travel time/schedule adjustments impacting operating costs will be imposed upon existing Metro Transit public transportation services by the construction of the Early Safety and Mobility Projects. These impacts will vary from minor to very significant depending on the corridor, time of day, and project phase.

Attachments 1 and 2 to this Scope of Work identify corridors and corridor segments of travel on all bus routes that will be eligible for adjustments to schedules to account for added travel time. The County will determine how, when and where said adjustments are needed. Schedule adjustments will be submitted for review and approval by the State as part of the Enhanced Transit Service Proposal. Schedule adjustments will be based on anticipated and actual travel time and reliability impacts of the Early Safety and Mobility Project's South End and Battery Street Tunnel construction projects. A substantial portion of these adjustments in schedules as a necessity will be incurred the service change prior to the actual construction impacts in order to accommodate service change schedules. The County will provide the State with sufficient data, to the State's satisfaction, to substantiate how planned schedule adjustments maintain service reliability affected by the Project's construction traffic impacts.

The County will monitor actual travel times, adherence to scheduled running times, ridership and passenger loads on bus services and other bus routes passing through the construction impact area and via contract with the Ferry District will do the same for Water Taxi services funded by the State.

1. Service Change Dates

Metro Transit typically makes major adjustments to its fixed-route bus operations and driver assignments three (3) times per calendar year. The Ferry District typically makes major adjustments to its Water Taxi operations and commuter shuttle service twice per calendar year to align with the seasonal nature of the service. These adjustments are referred to herein as Service Change Dates. Although Service Change Dates typically take place in February, June and September of each year for buses and in April and November for the Water Taxi, the actual dates can differ from year to year.

The dates upon which Enhanced Transit Services provided pursuant to this Agreement begin and/or end operations will coincide with the bus Service Change Dates, unless otherwise agreed to by the County and the State. Based upon current staging plans for the Projects, the tentative duration of the services provided for herein is beginning with the February 2010 and ending with completion of the September 2013 service change period.

2. Enhanced Transit Service Proposal

The County will prepare and transmit an Enhanced Transit Service Proposal three (3) times each year for State review and approval. The Enhanced Transit Service

Proposal shall list specific service enhancements and schedule adjustments to bus and Water Taxi services that are requesting funding from the State for the next service change period. The Enhanced Transit Service Proposal will include any proposed changes to service operation rates as provided for in Section 3.1 (Payment) or the Transit Service Plan (as defined in Exhibit B-1, Section 1. Each Enhanced Transit Service Proposal will include an update to proposed hours and rates utilizing a table consistent in form to the template included as Exhibit A-1, Attachment 3, Enhanced Transit Service Proposal Hours and Rate Modifications Proposal Template, to this First Amendment to the Agreement. Exhibit A-1, Attachment 3 will be a non-binding reference document attached to each Enhance Transit Service Proposal.

Proposed changes to the service operation rates and Transit Service Plans must remain within the reimbursement cap and effective dates of this Agreement. In addition the Enhanced Transit Service Proposal will identify any service changes within the corridors receiving State funds for enhancements or adjustments, including but not limited to reductions in service or seating capacity and/or shifts in service between periods of the day.

Changes to the Water Taxi service will be transmitted according to the bus service change schedule with November and April Water Taxi changes shown in the September and February service change proposals respectively. Enhanced Transit Service proposals will also propose any mitigation service which will either be eliminated or, in the case of currently planned Rapid Ride services, become the responsibility of the County to fund through other resources. The phasing and implementation of Rapid Ride within corridors and on routes that are eligible for service enhancements as described above will be provided in each Enhanced Transit Service Proposal. The Transit Service Plan as defined in Exhibit B-1, Section 1, identifies the year in which applicable Rapid Ride investments are currently planned.

The County will transmit the Enhanced Transit Service Proposal to the State one hundred and eighty (180) calendar days prior to each Service Change Date beginning with the September 2009 Service Change Date. These Enhanced Transit Service Proposals will be used by the State for decision-making and accountability reporting.

The State will provide comments and a determination regarding approval to each respective Enhanced Transit Service Proposal no later than one hundred and twenty (120) calendar days prior to each Service Change Date. If the State requires changes to the Enhanced Transit Service Proposal, the County will provide a revised proposal for State review. The State will provide written approval of the Enhanced Transit Service Proposal. No less than ninety (90) days before each Service Change Date, the County shall provide the State a finalized service change package, based on the State approved Enhanced Transit Service Proposal, detailing all Enhanced Transit Services that will become operational on said date. The finalized service change package shall include a detailed explanation of any deviations of said package from the respective Enhanced Transit Service Proposal approved by the State. Any deviations of the finalized service change package from the Enhanced Transit Service Proposal

approved by the State will require written State approval prior to implementation, which approval shall not be unreasonably withheld.

C. Performance Report

The Performance Report shall be prepared by the County in a similar format and content as that transmitted to the State, "Enhanced Transit, Transit Travel Time and Demand Management Performance Report," Volume 1: September 2009-February 2010, Submitted April 5, 2010, for each service period. The Performance Report shall also include content reflecting the Water Taxi services provided and their performance. Travel time, ridership and passenger load information for bus, water taxi and water taxi shuttle applicable service will be reported to the State in the Performance Reports. Following the completion of a service period, the Performance Report shall be submitted to the State for review. This Performance report shall be submitted to the State at the same time as the next Enhanced Transit Service Proposal is submitted by the County to the State for review.

D. Public Notification of Services Program

The County will be responsible to provide the public with notification of the services for buses and the Water Taxi developed under this Agreement. The County will coordinate with WSDOT communications staff to develop language and graphic elements for the County's public notification of such services program.

Exhibit A-1, Attachment 3

Enhanced Transit Service Hours and Rate Modifications Proposal Template

Quarter	Hours	Rate	Dollars	Bus Usage Fee	Water Taxi			Water Taxi Commuter Shuttle			Water Taxi Costs	Cumulative
					Hours	Rate	Dollars	Hours	Rate	Dollars		
3rd 2009	0.00	\$133.52	\$0.00	\$409,349							\$409,349.00	
4th 2009	0.00	\$133.52	\$0.00	\$409,349							\$818,698.00	
1st 2010	1,463.38	\$130.59	\$191,102.79	\$409,349							\$1,419,149.79	
2nd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,150,356.13	
3rd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,881,562.47	
4th 2010	2,503.15	\$130.59	\$326,886.36	\$409,349							\$3,617,797.83	
1st 2011	4,453.48	\$143.15	\$637,515.66	\$409,349							\$4,664,662.49	
2nd 2011	6,700	\$143.15	\$959,000	\$409,349							\$6,033,011	
3rd 2011	7,700	\$143.15	\$1,102,000	\$409,349							\$7,544,360	
4th 2011	13,600	\$143.15	\$1,948,000	\$409,349							\$9,901,709	
1st 2012	14,500	\$150.75	\$2,186,000	\$409,349	500	\$411	\$205,000	900	\$83	\$75,000	\$12,777,058	
2nd 2012	15,200	\$150.75	\$2,291,000	\$409,349							\$15,477,407	
3rd 2012	15,200	\$150.75	\$2,291,000								\$17,768,407	
4th 2012	15,500	\$150.75	\$2,337,000		300	\$411	\$123,000	500	\$83	\$42,000	\$20,270,407	
1st 2013	13,700	\$158.16	\$2,166,000		500	\$422	\$211,000	900	\$85	\$77,000	\$22,724,407	
2nd 2013	12,600	\$158.16	\$1,992,000								\$24,716,407	
3rd 2013	12,500	\$158.16	\$1,976,000								\$26,692,407	
4th 2013	11,200	\$158.16	\$1,770,000		300	\$422	\$127,000	500	\$85	\$43,000	\$28,632,407	
1st 2014	4,700	\$164.17	\$771,593		500	\$431	\$216,000	900	\$87	\$78,000	\$29,698,000	
TOTAL												

Estimated

Actual

Moving Forward Transit Service Enhancements
Candidate routes for trip adds

Transit Bus Routes and Water Taxi Routes

Route	Key Destinations	Key AWW Corridor(s)/Connections
5	CBD, Greenwood, Northgate, Shoreline CC	SR 99 (Aurora Ave N)
15	CBD, Uptown, Interbay, Ballard, Crown Hill	15th Ave W
16	CBD, Seattle Center, Wallingford, Green Lake, Northgate	SR 99 (Aurora Ave N)
17	CBD, South Lake Union, Nickerson, Ballard, Sunset Hill	15th Ave W
18	CBD, Uptown, Interbay, Ballard, Loyal Heights	15th Ave W
19	CBD, Seattle Center, Magnolia	Elliott Ave W
21	CBD, SODO, High Point, Arbor Heights	1st Ave S / SR 99
22	CBD, SODO, Alaska Junction, White Center	1st Ave S / SR 99
23	CBD, SODO, White Center	1st Ave S
24	CBD, Seattle Center, Magnolia	Elliott Ave W
26	CBD, Dexter, Fremont, Wallingford, Greenlake	SR 99/Dexter
28	CBD, Dexter, Fremont, Ballard, Broadview	SR 99 (Aurora Ave N)
33	CBD, Seattle Center, Magnolia	Elliott Ave W
37	CBD, Alki, Alaska Junction	1st Ave S / SR 99
53	Alaska Junction, Alki	Connects to SR 99 service at Alaska Junction
54	CBD, Alaska Junction, Fauntleroy, White Center	SR 99
55	CBD, Alaska Junction, Admiral District	SR 99
56	CBD, SODO, Admiral District, Alki	1st Ave S / SR 99
57	CBD, Admiral District, Genesee Hill, Alaska Junction	1st Ave S
60	Capitol Hill, Beacon Hill, Georgetown, South Park, White Center	Connects to SR 99 service at White Center
113	CBD, White Center, Shorewood	SR 99
116	CBD, SODO, Fauntleroy	1st Ave S
120	CBD, Delridge, White Center, Burien	SR 99
121	CBD, Duwamish, Burien, Normandy Park, Des Moines	SR 99
122	CBD, Duwamish, Burien, Normandy Park, Des Moines	SR 99
123	CBD, Duwamish, Burien	4th Ave S, SR 509
125	CBD, Delridge, South Seattle CC, White Center, Shorewood	SR 99
128	Admiral District, Alaska Junction, South Seattle CC, White Center, Southcenter Mall	Connects to SR 99 service at Alaska Junction, White Center
131	CBD, SODO, Georgetown, Burien, Des Moines	SR 99
132	CBD, SODO, South Park, Burien, Des Moines	SR 99
134	CBD, SODO, Georgetown, Burien, Des Moines	SR 99
124	CBD, SODO, Duwamish, Tukwila	4th Ave S
358	CBD, Greenwood, Shoreline, Aurora Village	SR 99 (Aurora Ave N)
West Seattle Water Taxi	Seattle CBD	SR 99
773 Commuter Shuttle	Seacrest Park Dock Water Taxi Terminal, Alaska Junction	SR 99
775 Commuter Shuttle	Seacrest Park Dock Water Taxi Terminal, Alki, Admiral District	SR 99

GCA 5820**SERVICE PHASING AND COST ESTIMATES
EXHIBIT B-1****ENHANCED TRANSIT SERVICES
FOR THE EARLY SAFETY AND MOBILITY PROJECTS OF THE
ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM****I. Transit Service Plan**

A. Table 1-A is a summary of the fixed-route Bus Services and Water Taxi service investments that are the basis for Metro Transit's and the Marine Division's cost estimates for the Work identified in Exhibit A-1. The cost estimates are based on the following transit plan ("Transit Service Plan") that phases in improvements and operating costs as construction activities intensify. These enhancements will be implemented during regularly scheduled service changes for the Bus Services, typically occurring in February, June and September of each calendar year. Water Taxi services have a slightly different service change schedule and changes to Water Taxi services will occur according to the Marine Division's service change schedule, typically occurring during November and April. A more detailed service plan, an Enhanced Transit Service Proposal, will be provided in advance of each service change consistent with the Scope of Work (Exhibit A-1). Any proposals to change service on the Water Taxi will be included in the Enhanced Transit Service Proposals submitted according to the bus service change schedule, i.e. any Water Taxi service changes that will occur in November or April will be included in the September or February Enhanced Transit Service Proposals respectively. The Enhanced Transit Service Proposal will include, as a non-binding reference document, proposed future transit service through February 2014.

GCA 5820

Exhibit B-1 – Service Phasing and Cost Estimates

Page 1 of 5

GCA 5820, Amendment 1, Exhibit B-1: Table 1-A. Transit Service Plan*

Quarter	Hours	Rate	Dollars	Bus Usage Fee	Water Taxi		Water Taxi Shuttle		Water Taxi Commuter Dollars	Water Taxi Costs	Cumulative
					Hours	Rate	Hours	Rate			
3rd 2009	0.00	\$133.52	\$0.00	\$409,349							\$409,349.00
4th 2009	0.00	\$133.52	\$0.00	\$409,349							\$818,698.00
1st 2010	1,463.38	\$130.59	\$191,102.79	\$409,349							\$1,419,149.79
2nd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,150,356.13
3rd 2010	2,464.64	\$130.59	\$321,857.34	\$409,349							\$2,881,562.47
4th 2010	2,503.15	\$130.59	\$326,886.36	\$409,349							\$3,617,797.83
1st 2011	4,453.48	\$143.15	\$637,515.66	\$409,349							\$4,664,662.49
2nd 2011	6,700	\$143.15	\$959,000	\$409,349							\$6,033,011
3rd 2011	7,700	\$143.15	\$1,102,000	\$409,349							\$7,544,360
4th 2011	13,600	\$143.15	\$1,948,000	\$409,349							\$9,901,709

Actual

Estimated

*The total Transit Service Plan through February 2014 will not exceed \$29,697,606.

II. Costing Methodology and Initial Estimates

Year	Annual Service Description
2009	Implementation of all 2009 services were delayed until 2010
2010	Add new peak service in West Seattle (+); Begin build up of Route 54 service frequency in West Seattle (+); Mitigate added operations costs for travel time delay in the 1st Avenue corridor. (+)
2011	Implement higher service frequency in West Seattle, Metro funded (-); Add trips to North Seattle, Ballard (+); Mitigate added operations costs for travel time delay in SODO area and First Avenue (+)
2012	Implement Ballard and West Seattle RapidRide (-); Mitigate added operations cost for travel time delay on SR 99 mainline services (+); Mitigate added trips to South and West Seattle on SR 99 mainline corridor (+); Mitigate added trips to North Seattle (+); Begin weekday commute period West Seattle water taxi and water taxi commuter shuttle service for winter 2012 (+); Discontinue water taxi and water taxi commuter shuttle winter 2012 service (-); Begin water taxi and water taxi commuter shuttle service for winter 2012/2013 (+)
2013	Begin to scale back Enhanced Transit Service schedule maintenance hours as impacts attenuate (-); Continue majority of added trips through 2013; Implement Metro funded Aurora RapidRide (-); Discontinue water taxi and water taxi commuter shuttle winter 2012/2013 service (-); Begin water taxi and water taxi commuter shuttle service for winter 2013/14 (+)
2014	Terminate remaining Enhanced Transit Service trip adds at June 2014 service change (-); End Enhanced Transit Service schedule maintenance hours by June 2014 (-); Discontinue water taxi and water taxi commuter shuttle 2013/2014 winter service (-)

(+) symbols indicate additional Enhanced Transit Service hours necessary for service described, (-) indicates a reduction in Enhanced Transit Service hours necessary for service described.

This section outlines King County's costing methodology and initial cost estimates for mitigation bus and Water Taxi services for the State in connection with construction of the Projects during the period of September 2009 – June 2014.

A. Bus Services

As set forth below, Metro Transit's cost estimate for mitigation bus service includes two parts: Bus Services operation costs and vehicle use costs. The bus service operating costs are dependent upon the hours of bus service required as applied to the specified hourly rate. The vehicle use costs were developed to cover incremental costs associated with purchasing vehicles sooner than previously planned to meet the service requirements outlined in this Agreement. Each of these elements is discussed below. Metro Transit will procure thirty (30) vehicles earlier than previously planned to meet the requirements of the Transit Service Plan. In addition to these 30 vehicles, Metro will extend the useful life of potentially up to thirteen (13) vehicles to meet the extra demand created from the Transit Service Plan.

1. Bus Service Operation Cost

Metro Transit has a policy that requires 'full cost recovery' for bus service that is provided under contract with other entities. In order to develop the cost, Metro Transit uses a cost allocation model that has been in place at Metro Transit since 2005 and is

GCA 5820

Exhibit B-1 – Service Phasing and Cost Estimates

Page 3 of 5

used currently for costing services as well as reporting costs to the National Transit Database.

The cost allocation model is developed twice a year – first reflecting Metro Transit’s budget for the year and second to reflect the actual costs expended during the year. The cost allocation model comprises a set of cost allocation procedures that are applied to input data, the principle inputs being costs for individual cost centers in Metro Transit’s organization, and various measures for the amount of service operated (e.g. vehicle hours) for the year being considered. The result of the cost allocation model is a rate for each type of vehicle operated by Metro Transit.

For the mitigation Bus Service operations provided pursuant to this Agreement, Metro Transit will charge the rate associated with 60’ articulated, hybrid vehicles – regardless of the vehicle actually used to operate the service. The standard 60’ hybrid rate will be adjusted downward to exclude any services that are funded by other existing revenue streams as well as identifiable costs for services unrelated to the Work. Based on the current 2011 model, the adjusted rate per hour for the standard 60’ hybrid is \$143.15 per hour. A detailed breakdown of this rate is attached hereto as Attachment 1. Upon State approval, which approval shall not be unreasonably withheld, the rate for each subsequent year will be adjusted as provided for in this Agreement.

Metro Transit may request an adjustment of the rate once each year if there are unexpected cost increases during a year that require re-examining the cost of the service (e.g., including, but not limited to, significant changes in the cost of diesel fuel). Requested adjustments will require State approval prior to implementation, which approval shall not be unreasonably withheld.

2. Vehicle Use

In order to provide the service levels contemplated in the mitigation program, as attached in Exhibit A of the original Agreement, Metro Transit acquired 30 additional buses to supplement its fleet.

Metro Transit routinely replaces buses at the end of their useful lives. The 2008 fleet of 60’ articulated coaches was scheduled for replacement starting in 2011. This presented an opportunity to provide vehicles for the viaduct service both cost effectively, and without permanently increasing the size of the fleet.

To meet the vehicle requirements associated with the levels of service identified in the mitigation program, Metro Transit procured thirty (30) vehicles two (2) years earlier than originally planned under its vehicle replacement plan. Rather than charge the State for the full cost of these buses, Metro Transit is billing the State a charge for a vehicle use that includes two parts:

- 1) Reimbursement of lost interest resulting from early replacement; and,

a usage fee reflecting the estimated preventative maintenance cost of the vehicles purchased early to provide the enhanced transit services for mitigation.

2) With regard to the lost interest charge, the interest cost is based on the difference between when Metro Transit actually purchased the vehicles in the Summer of 2009 and 2010 and when Metro Transit otherwise planned to purchase the vehicles in 2011. Metro Transit calculated this cost to be \$2,142,233.00. A detailed breakdown of this interest cost calculation is attached hereto in Attachment 2.

For the period of the Agreement Metro Transit calculated the total usage fee cost to be \$2,769,950.00. A detailed breakdown of this usage fee calculation is attached hereto in Attachment 2.

The total of lost interest and usage fee was set at \$4,912,183.00 for the period of the mitigation program. Said fee is being evenly charged to twelve (12) quarterly invoices beginning with the third quarter 2009 invoice. The vehicle use fees are a lump sum amount that are not subject to change over the life of the Agreement.

B. Water Taxi

The Ferry District cost estimate for Water Taxi service is based on an estimate of the costs associated with operating, and providing routine maintenance for ferry service between West Seattle and downtown Seattle during a 5-month (November through March) winter season. These estimates include the incremental costs of labor, fuel, routine operations, light maintenance and supplies, commencing no sooner than January 2012 and covering the construction period projected to end in June 2014. The estimates also include the costs for providing commuter shuttle service between the Water Taxi terminal at Seacrest Park and West Seattle neighborhoods. Commuter shuttle service operates on weekdays during peak hours (between approximately 6:00 a.m. and 10:00 a.m. and between approximately 3:00 p.m. and 7:30 p.m.).

The anticipated cost for the Water Taxi service enhancements starting in January 2012 and covering the periods of January, February and March of 2012, 2013 and 2014 and November and December of 2012 and 2013 will not exceed \$1,300,000. The actual rate used at the implementation of service in January is \$410.87 for the Water Taxi and \$83 for the Water Taxi shuttle. Upon State approval, which shall not be unreasonably withheld, the rate the Water Taxi and the Water Taxi shuttle for each subsequent year will then adjusted as provided for in this Agreement.

III. Cash Flow

Attachment 3 to Exhibit A-1 reflects the cash flow Expenditures and Enhanced Transit Service Cash Flow for buses and the Water Taxi services.

Exhibit B-1, Attachment 1

Cost/Hour Factor for 2011/2012

King County Metro Transit – Breakdown of Cost per Hour for a 60' Hybrid (with exclusion), West Seattle Water Taxi and Water Taxi Shuttle for year 2011, based on Metro Transit's 2010/2011 adopted budget

King County Metro Transit
Breakdown of 60' Hybrid Cost per Hour (with exclusion)
For year 2011, based on the 2010/2011 biennial budget review

Breakdown per National Transit Database Expenditure Categories:
 (Excludes tunnel operations)

	Cost per hour
Operator Wages & Salaries (1)	\$ 57.80
Other Wages & Salaries	\$ 12.58
Benefits	\$ 33.09
<i>Total Wages & Benefits</i>	<i>\$ 103.48</i>
Fuel & Lubricants	\$ 11.55
Parts & Materials	\$ 15.45
Services (includes services from KC)	\$ 10.95
Insurance	\$ 2.70
Other	\$ (0.21)
Subtotal	\$ 143.93
Less revenue-backed service	\$ 0.78
Total	\$ 143.15

(1) wages and salaries include time loss benefits rather than as 'benefits'; detail not available in budget

Breakdown per National Transit Database Functional Categories:
 (Excludes tunnel operations)

	Cost per hour
Vehicle Operations	\$ 79.05
Vehicle Maintenance	\$ 36.59
Non-Vehicle Maintenance	\$ 6.79
General Administrative	\$ 21.50
Subtotal	\$ 143.93
Less revenue-backed service	\$ 0.78
Total	\$ 143.15

Future Hourly Rates

2012	\$ 150.75
2013	\$ 158.16
2014	\$ 164.17
2015	\$ 170.41

2012-2013 KC Motor Bus Biennial Review Template annual growth
 2012-2013 KC Motor Bus Biennial Review Template annual growth
 CF 2014 forecast cost growth (3.8%)
 CF 2015 forecast cost growth (3.8%)

Future Rates are subject to change.

2011 Water Taxi

Base Year 2011	
West Seattle Commuter Labor Total	\$200,208.62
West Seattle Commuter Fuel Total	38,429.60
West Seattle Commuter Operations & Maintenance Total	91,019.50
Total Five Month Commuter Service For 2011	329,657.73
West Seattle Commuter Service Hours	824
Per Service Hour Rate for 2011	\$ 400.07

2011 Commuter Shuttle**West Seattle Shuttle Service (Routes 773/775)****Fall 2011**

	Cost per Hour
Operator wages & salaries	\$ 23.51
Other wages & salaries	\$ 10.28
Benefits	\$ 9.17
Fuel	\$ 4.75
Lubes, tires, parts	\$ 1.76
Services	\$ 0.10
Vehicle maintenance	\$ 0.99
Utilities	\$ 1.24
General & Admin	\$ 1.81
Insurance	\$ 3.90
Interest	\$ 0.94
Leases/rentals	\$ 1.37
Depreciation	\$ 10.12
Management fee	\$ 5.95
KC contract management fee	\$ 7.11
Total	\$ 83.00

**King County Metro Transit
Initial Vehicle Use Cost Calculations**

Underlying Cost Inputs (Based on Metro Transit 2008/2009 adopted budget; subject to change)

Coach Procurement		Treasury Rates	
Delivery Year	Cost per coach (P)	Standard Vehicle Life (in Months) (L)	Year
2009	\$957,000	144	2009
2010	\$990,495	144	2010
			2011
			2012
			2013
			Monthly
			0.3994%
			0.3915%
			0.4154%
			0.4154%
			0.4154%

(Inclusive of all on-board systems costs)

Bus Usage Fee

Service Change	Months (M)	Coaches ⁽¹⁾ (V)	Coach Cost ⁽²⁾⁽³⁾ (C)	Usage Fee ⁽⁴⁾ (= C / L * M)
Sep-09	4.5	5	4,785,000	149,531
Feb-10	4	5	4,785,000	132,917
Jun-10	3.5	15	14,355,000	348,906
Sep-10	4.5	24	23,269,455	727,170
Feb-11	4	26	25,250,445	701,401
Jun-11	3.5	39	29,212,425	710,024
Sep-11	4.5	43	29,212,425	
Feb-12	4	39	29,212,425	
Jun-12	3.5	39	29,212,425	
Sep-12	4.5	18	17,326,485	
Feb-13	4	4	3,828,000	
Pay for up to 30 total buses				\$2,769,950

Bus Lost Interest Charge

Purchase / Delivery Date	Quantity (Q)	Cumulative Fleet Expense (F = Q * P)	Months (M)	Total Expense Based Interest (= F * M1 * AI / 12 months)	Comment
Jun-09	15	\$14,355,000	6	351,698	for period 7/1/2009-12/31/2009
	0	\$14,355,000	6	344,520	for period 1/1/2010-6/20/2010
Jun-10	15	\$29,212,425	6	701,098	for period 7/1/2010-12/31/2010
	0	\$29,212,425	6	744,917	for period 1/1/2011-6/30/2011
Total				2,142,233	Total Interest Expense

1) Coach assumptions are per the Conceptual Service Plan developed by Metro Service Development Section
 2) Total Coach Cost is limited to the 30 coaches that KC would buy early (regardless of how many coaches are used to provide service.)
 3) The formula provides the following: When Vehicles (V) is 15 or less, multiply V by the 2009 procurement price (P2009); when V is less than 30 but greater than 15, multiply 15 by P2009 plus (V-15) multiplied by P2010. For 30 or more vehicles, C is defined by 15 vehicles procured at P2009 and 15 vehicles procured at P2010. This reflects footnote 2.
 4) Usage fee is used to estimate preventative maintenance costs

Exhibit B-1, Attachment 3

**Expenditures and Enhanced Transit Service Cash Flow for buses and the Water
Taxi services**

