

Ordinance No. 122400

Council Bill No. 115891

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of the "University Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project"; making appropriations in the 2007 budgets of the Seattle Department of Transportation (SDOT), Department of Planning and Development (DPD), Seattle Fire Department, and Seattle Police Department; accepting funds from Sound Transit; providing for reimbursement by Sound Transit for certain appropriations; adding three sunset positions in the Department of Planning and Development; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Jan Page
Councilmember

Committee Action:

~~5/14/07~~ NO Pass JG, JD, PS

5-14-07 Passed 7-0 (Excused: Conlin, Drago)

Date Introduced:	<u>5-7-07</u>
Date 1st Referred:	<u>5-7-07</u>
Date Re - Referred:	<u>5-7-07</u>
Date Re - Referred:	
Date of Final Passage:	<u>5-14-07</u>
Date Presented to Mayor:	<u>5-15-07</u>
Date Returned to City Clerk:	<u>5-23-07</u>
Date Vetoes by Mayor:	
Date Passed Over Veto:	

To: (committee)	<u>TRANSPORTATION</u>
To: (committee)	
To: (committee)	
Full Council Vote:	<u>7-0</u>
Date Approved:	<u>5-23-07</u>
Date Published:	<u>6</u>
T.O.	<input checked="" type="checkbox"/>
F.T.	<input type="checkbox"/>
Date Veto Published:	
Veto Sustained:	

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed
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ORDINANCE 122400

1
2 AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound
3 Transit"); authorizing execution of the "University Link Supplement to the Memorandum
4 of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget
5 Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central
6 Link Light Rail Project"; making appropriations in the 2007 budgets of the Seattle
7 Department of Transportation (SDOT), Department of Planning and Development (DPD),
8 Seattle Fire Department, and Seattle Police Department; accepting funds from Sound
9 Transit; providing for reimbursement by Sound Transit for certain appropriations; adding
10 three sunset positions in the Department of Planning and Development; and ratifying and
11 confirming certain prior acts; all by a three-fourths vote of the City Council.

12
13 WHEREAS, on April 20, 1998, pursuant to Ordinance 118927, the City executed a Memorandum
14 of Agreement for Intergovernmental Cooperation with Sound Transit regarding Light Rail
15 Development ("MOA"); and

16
17 WHEREAS, on October 25, 1999, pursuant to Ordinance 119514, the City executed an agreement
18 with Sound Transit entitled "First Supplement to Memorandum of Agreement For
19 Intergovernmental Cooperation for the Central Link Light Rail Transit Project" ("First
20 Supplement"); and

21
22 WHEREAS, in recognition of Sound Transit's request to continue City staff involvement with
23 respect to not only the design process but also the commencement of construction activities
24 for the Central Link Project, Ordinance 120120, passed on October 9, 2000, authorized the
25 Director of the Strategic Planning Office to execute an agreement with Sound Transit
26 entitled "Second Supplement to the Memorandum of Agreement for Intergovernmental
27 Cooperation for the Central Link Light Rail Transit Project" ("Second Supplement"); and

28
29 WHEREAS, due to changes in Sound Transit's budget and schedule, Sound Transit did not
30 execute the Second Supplement authorized by Ordinance 120120; and

31
32 WHEREAS, in response to Sound Transit's request for continued City support for the Central Link
33 Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in
34 connection with such work, Ordinance 120363 was passed on May 14, 2001, authorizing
35 execution of the "Third Supplement to Memorandum of Agreement For Intergovernmental
36 Cooperation for the Central Link Light Rail Transit Project"; and

37
38 WHEREAS, in response to Sound Transit's request for continued City support for the Central Link
39 Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in
40 connection with such work, Ordinance 120784 was passed on April 22, 2002, authorizing
41 execution of the "Fourth Supplement to MOA for Intergovernmental Cooperation (April
42 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and
43 the City of Seattle for the Central Link Light Rail Transit Project" ("Fourth Supplement");



1 and

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

5 WHEREAS, in response to Sound Transit's request for continued City support for the Central Link
6 Project in exchange for Sound Transit's reimbursement of expenses incurred by the City in
7 connection with such work, Ordinance 121310 was passed on October 13, 2003,
8 authorizing execution of "Fifth Supplement to MOA for Intergovernmental Cooperation
(April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit)
and The City of Seattle for the Central Link Light Rail Project" ("Fifth Supplement"); and

9 WHEREAS, in response to Sound Transit's request for City support during the construction phase
10 of the Initial Segment portion of the Central Link Project in exchange for Sound Transit's
11 reimbursement of expenses incurred by the City in connection with such work, Ordinance
12 121312 was passed on October 13, 2003, authorizing execution of the "Sound Transit/City
of Seattle Construction Services Agreement"; and

13 WHEREAS, Sound Transit has requested City support for design review, expedited permitting and
14 engineering services for the University Link portion of the Central Link Project, and for
15 limited ongoing program management services for the University Link portion of the
Central Link Project, and has agreed to reimburse the City for its expenses incurred in
connection with such work; NOW, THEREFORE,

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

17
18 Section 1. As requested by the Director of Transportation and recommended by the
19 Mayor, the Director of Transportation or her designee is hereby authorized to execute, for and
20 on behalf of the City of Seattle, the "University Link Supplement to Memorandum of
21 Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound
22 Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light
23 Rail Project" ("University Link Supplement"), substantially in the form of Attachment 1,
24 providing for Sound Transit reimbursement for City services provided in support of the light
25
26
27
28



1 rail project.

2 Section 2. Funds received from Sound Transit pursuant to the University Link
3 Supplement shall be deposited in the Transportation Operating Subfund, the Light Fund, the
4 Water Fund, the Drainage and Wastewater Fund, the Department of Planning and Development
5 Fund, or the General Subfund to reimburse expenses incurred by each of the funds under the
6 University Link Supplement.
7

8 Section 3. In order to pay for costs and expenses for which insufficient appropriations
9 were made, the appropriation for the following Budget Control Level in the 2007 Budget of the
10 Seattle Department of Transportation is increased from the fund shown, as follows:
11

Fund	Budget Control Level	Amount
Transportation Operating Subfund (10310)	Mobility-Operations (17003)	\$131,940

14 which fund shall be reimbursed with funds received from Sound Transit under the University
15 Link Supplement authorized in Section 1 of this ordinance, which funds are hereby accepted.
16

17 Section 4. In order to pay for costs and expenses for which insufficient appropriations
18 were made, the appropriations for the following Budget Control Levels in the 2007 Budget of
19 the Department of Planning and Development are increased as follows from the fund shown:
20

Fund	Budget Control Level	Amount
Department of Planning and Development (15700)	Construction Permit Services (U2300)	\$68,904
Department of Planning and Development (15700)	Construction Inspections (U23A0)	\$10,800
Department of Planning and Development (15700)	Land Use Services (U2200)	\$100,032
Department of Planning and Development (15700)	Planning (U2900)	\$13,500



1 which fund shall be reimbursed with funds received from Sound Transit under the University
2 Link Supplement authorized in Section 1 of this ordinance, which funds are hereby accepted.

3
4 Section 5. In order to pay for costs and expenses for which insufficient
5 appropriations were made, the appropriations for the following Budget Control Levels in the
6 2007 Budget of the Department of Planning and Development are increased as follows from
7 the fund shown:

Fund	Budget Control Level	Amount
Department of Planning and Development (15700)	Construction Permit Services (U2300)	\$168,480
Department of Planning and Development (15700)	Land Use Services (U2200)	\$56,160

8
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10
11
12 Section 6. In order to pay for costs and expenses for which insufficient appropriations
13 were made, the appropriation for the following Budget Control Level in the 2007 Budget of the
14 Seattle Police Department is increased as follows:

Fund	Budget Control Level	Amount
General Subfund (00100)	Traffic Enforcement (P6800)	\$15,930

15
16
17
18 which fund shall be reimbursed with funds received from Sound Transit under the University
19 Link Supplement authorized in Section 1 of this ordinance, which funds are hereby accepted.

20
21 Section 7. In order to pay for costs and expenses for which insufficient appropriations
22 were made, the appropriation for the following Budget Control Level in the 2007 Budget of the
23 Seattle Fire Department is increased as follows:

Fund	Budget Control Level	Amount
General Subfund (00100)	Grants & Reimbursable (F6000)	\$70,800



1 which fund shall be reimbursed with funds received from Sound Transit under the University
2 Link Supplement authorized in Section 1 of this ordinance, which funds are hereby accepted.

3
4 Section 8. To carry out the purposes of the University Link Supplement authorized by
5 Section 1 of this ordinance, the following positions are created in the Department of Planning
6 and Development. These positions shall sunset on or before December 31, 2008:

7

Position	Budget Control Level
8 1 FTE - Land Use Planner, full-time	Land Use Services (U2200)
9 1 FTE - Permit Process Leader, full-time	Construction Permit Services (U2300)
10 1 FTE - Structural Plans Engineer Senior, full-time	Construction Permit Services (U2300)

11

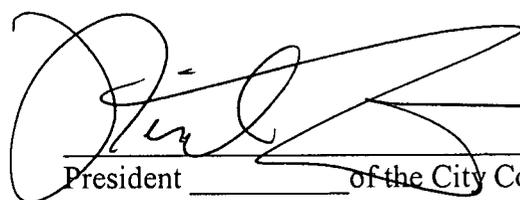
12 The Director of DPD is authorized to fill these positions subject to civil service and
13 personnel rules and laws.

14
15 Section 9. Any act consistent with the authority and prior to the effective date of this
16 ordinance is hereby ratified and confirmed.

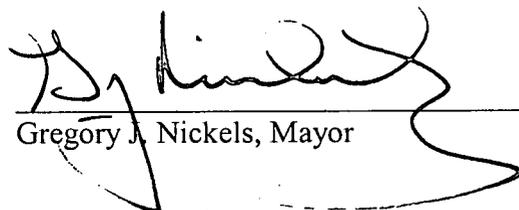
17
18 Section 10. This ordinance shall take effect and be in force thirty (30) days from and
19 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
20 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.



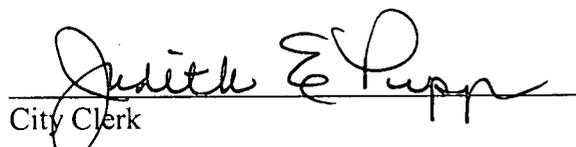
1 Passed by three-fourths (3/4) vote of the members of the City Council the 14th day of
2 May, 2007, and signed by me in open session in authentication of its passage this 14th
3 day of May, 2007.

4 
5 _____
6 President _____ of the City Council

7
8 Approved by me this 23rd day of May, 2007.

9
10 
11 _____
12 Gregory J. Nickels, Mayor

13 Filed by me this 23 day of May, 2007.

14
15 
16 _____
17 City Clerk

(Seal)

18
19 Attachment 1: University Link Supplement to the Memorandum of Agreement for
20 Intergovernmental Cooperation (April 20, 1998) Between Central Puget Sound
21 Regional Transit Authority (Sound Transit) and the City of Seattle for the Central
22 Link Light Rail Project

- 23 Exhibit A to Attachment 1 – Scope of Work
- 24 Exhibit B to Attachment 1 – Anticipated Schedule
- 25 Exhibit C to Attachment 1 – Budget
- 26 Exhibit D to Attachment 1 – Federal Funding Requirements



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

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

RECITALS

- A. The City and Sound Transit entered into an agreement titled “Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development” on April 20, 1998 (“April 20, 1998 MOA”) that sets forth the Parties’ common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. Sound Transit is constructing the Initial Segment and Airport Link extension of Link Light Rail from Downtown Seattle to Seattle-Tacoma International Airport, and has completed environmental review of the North Link extension. Sound Transit has identified “University Link” as the next priority for extending the light rail system, which includes 3.15 miles of tunnel, two additional stations (Capitol Hill Station and University of Washington Station), and other supporting facilities (e.g., Montlake Vent Facility). City services necessary to support the development and design of the



University Link Project (“Project”) are consistent with the principles and approach of the April 20, 1998 MOA.

- C. The Parties’ common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this University Link Supplement, including the principles of intergovernmental cooperation, expedited reviews and permit processing, and the process for dispute resolution.
- D. The City recognizes that Sound Transit has the responsibility for the acquisition and disposition of property, and that real-estate decisions will be governed by the Sound Transit Board’s policy on Transit-Oriented Development and by state and federal regulations.
- E. As anticipated by the Parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This University Link Supplement, except as otherwise provided herein, shall cover services to be provided by the City in four primary areas: Program and Project Management, Utility Engineering, Design Review, and Permitting.
- F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.
- G. The City of Seattle recognizes that University Link will provide numerous benefits to Seattle’s residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.
- H. Sound Transit’s Project is partially funded by the Federal Transit Administration (“FTA”) and Sound Transit is therefore required to include applicable FTA contract



provisions in all of its third party agreements, including its agreements with the City; and such applicable federal contract provisions must be incorporated by the City in all third party contracts that are funded under this Supplement.

1.0 DEFINITION OF TERMS

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

- 1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in the November 5, 1996 voter-approved *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.
- 1.2. "Central Link Maintenance Agreement" means the Maintenance Agreement Between the City of Seattle and the Central Puget Sound Regional Transit Authority for the Link Light Rail Initial Segment (Central Link) under development between Sound Transit and the City.
- 1.3. "City's Standard Plans and Specifications, 2007 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.4. "Contract Specifications" means the contract-specific modifications to Sound Transit's Link Design Criteria that Sound Transit may require in contract procurement for construction materials and services.
- 1.5. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at the Pine Street Stub Tunnel (PSST) with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154th Street to be connected by shuttle bus service to Sea-Tac Airport until Airport Link is completed.
- 1.6. "North Link and Airport Link Design Criteria Manual, 2005 Edition" means the Design Criteria that will be used by Sound Transit in its University Link light rail construction contracts.



- 1.7. "Project" means the 3.15 mile University Link extension of the Initial Segment with passenger service to Capitol Hill and the University of Washington, as defined in Sound Transit Board Resolution R2006-07 approved on April 27, 2006.
- 1.8. "Working Day" means any calendar day that is not a Saturday, Sunday, or a City or Sound Transit observed holiday.

2.0 SCOPE OF THIS UNIVERSITY LINK SUPPLEMENT

2.1. Goals and Objectives

The Parties agree to do the following under the terms of this Supplement:

- A. The Parties agree to work collaboratively on the Project.
- B. The City shall provide timely services to enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost-effective and timely manner and within the amount budgeted for this Project.
- D. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.
- E. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of requirements after the completion of design review. Both Parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- F. Both Parties shall participate in interdisciplinary coordination meetings, as needed, to address issues that may affect the Project scope, schedule, budget or the community.
- G. Where appropriate, the City and Sound Transit will document key design-related decisions.
- H. To the extent the City is notified of federal grant requirements, the City's



performance under this University Link Supplement shall conform with the applicable grant requirements including the FTA grant requirements.

2.2. Summary of Services under this University Link Supplement

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as are necessary for the issuance of permits and approvals by the City as described in Exhibit A – Scope of Work of this University Link Supplement ("Exhibit A"), which by this reference is incorporated herein. The Parties shall perform in a timely manner as described in Exhibit B – Schedule of this University Link Supplement ("Exhibit B"), which by this reference is also incorporated herein.

2.3. Time of Completion and Schedule

Exhibit B is attached and describes the Project's anticipated schedule for design and City review of Project contract packages. This supplement will fund the tasks identified in the Scope of Work attached as Exhibit A through the end of 2008, unless otherwise agreed by both Parties. Both Parties anticipate that additional City services will be provided for the construction phase of the Project through a separate agreement.

2.4. Designated Representatives

The Designated Representatives for the Parties are as follows:

John Harrison, Project Director
University Link Light Rail Project
Sound Transit
401 S. Jackson Street
Seattle, Washington 98104
Phone: (206) 398-5309

Calvin Chow, Assistant Sound Transit Program Manager
Seattle Department of Transportation
P.O. Box 34996
Seattle WA 98124-4996
Phone: (206) 684-4652



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

2.5. Responsibilities of Sound Transit

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

- A. Develop designs, plans and specifications in connection with its construction of the Project.
- B. Submit its designs, plans and specifications to the City for review pursuant to the procedures outlined in this University Link Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team communication/meetings, and the Transit-Oriented Development process as required.
- D. Manage and coordinate Sound Transit consultants' requests for information from the City.
- E. Assume responsibility for acquiring all necessary property, easements and rights-of-entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
- F. Work with the City to provide notice to private utilities for their relocation.

2.6. Responsibilities of the City

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

- A. Organize interdepartmental teams to achieve consensus on policy issues, expedite review of Sound Transit designs, and provide services to Sound Transit in a timely manner
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.

- C. Provide a confirmation review through the Seattle Department of Transportation (SDOT) to ensure that all City comments on the 90%-Complete Submittal have been incorporated into the 100%-Complete Submittal, or otherwise resolved by Sound Transit and the City prior to permit approval.
- D. Provide expedited review of Project permit applications through the Department of Planning and Development.
- E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify utility service needs and potential conflicts with City-owned utilities, provide location information, and provide cost estimates for service connections and relocations.
- G. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.
- H. Provide program management and financial management of City resources and services.
- I. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both Parties.
- J. Provide Sound Transit with timely access to public City records and plans.
- K. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.
- L. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.

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

The tasks to be performed by individual City departments and offices are generally described in Exhibit A. Tasks will be performed in support of Sound Transit's



schedule for design review as generally described in Exhibit B.

3.0 DESIGN SUBMITTALS

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

3.1. Level of Completion Defined.

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

3.1.1. Early Work Submittals - Submittals that present design refinements of the preliminary station architectural design. The submittals will include drawings and supporting technical information documenting the proposed design.

3.1.2. 60%-Complete Submittals - Submittals that are sufficiently complete to illustrate the entire scope of the work under design so that all reviewers can comment on the overall scope of the Project. These submittals shall also include updated cost estimates and geotechnical data. (These submittals are intended to ensure that new, never-before-seen items of significance do not appear for the first time in the 90%-Complete Submittal, excepting new design generated in response to 60% comments.)

3.1.3. 90%-Complete Submittals - The submittals that include drawings, special provisions, supplemental technical specifications, updated quantity estimates, and order-of-magnitude cost estimates that are essentially complete with only items of insignificance needing detailing or checking. All calculations shall be completed and checked in accordance with



established quality control procedures. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both Parties.

- 3.1.4. 100%-Complete Submittals. The submittals that demonstrate all design review comments have been resolved for the purposes of the City's plan approval as confirmed by the City's Designated Representative or other authorized City official in writing.

3.2. City's Standard Plans and Specifications.

Except as further provided in subsection 3.3, the City's Standard Plans and Specifications, 2007 Edition, shall be used for all Project-related work that either (a) affects existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2007 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

3.3. Deviation from City's Standard Specifications.

- 3.3.1. The City's Designated Representative or other authorized City official, may permit, from time to time, a deviation from the requirements of subsection 3.2 whenever:
 - A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
 - B. The City's Designated Representative, or other authorized City official, has consulted and reached consensus among the head(s) or designated



representative(s) of each City department and office that has an interest in the matter; and

C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2007 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and

D. The City's Designated Representative, or other authorized City official, has approved deviation from the requirements of subsection 3.2 in writing.

3.3.2. Any deviations approved by the City under subsection 3.3.1 shall not be used as a precedent for future actions.

3.3.3. If any conflict is discovered between Sound Transit or City work under this University Link Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this University Link Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulation; provided that as applied to the work to be completed under this University Link Supplement, the City's Standard Plans and Specifications, 2007 Edition, or a deviation authorized pursuant to subsection 3.3 shall control in the event of a conflict between the City's Standard Plans and Specifications, 2007 Edition, and any subsequent revision to the City Standard Plans and Specifications.

3.4. Sound Transit Link Design Criteria

Sound Transit has developed a set of Link Design Criteria (2005 Edition) to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modification of the Link Design Criteria shall be approved by the Link Change Control Board (CCB) with copies sent to the City for concurrence. The City shall review each Contract Specification package as part of the Sound Transit contract design submittals. If the City requests modification to the Link Contract Specifications for a particular contract



under review, Sound Transit, in conjunction with the City, shall make a determination whether the proposed modification is acceptable to Sound Transit.

3.5. Early Identification and Resolution of Design Issues

- 3.5.1. To expedite design submittal review and to improve product quality, Sound Transit will hold design review and coordination sessions with the Project designers on at least a bi-weekly basis throughout the design phase. Sound Transit will invite the City Designated Representative or other authorized City official(s) to attend when specific items of interest to the City need to be discussed.
- 3.5.2. To ensure the development of the highest quality system, and the most cost-effective resolution of problems, all efforts will be made to identify and resolve major design issues at the earliest possible stage of design development.

3.6. Transmittal and Review of Design Packages

Sound Transit's transmittal and the City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other authorized City official, for review and comment by various, appropriate City departments and offices. The Designated Representatives of Sound Transit and the City shall determine the method of transmittal and number of copies required for submitting each plan package to the City. Submittals may include electronic and hard copy submittals. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.
- 3.6.2. Submittals will be reviewed by SDOT, Seattle City Light (SCL), Seattle Public Utilities (SPU), Seattle Fire Department (Fire) and Seattle Police Department (Police). Sound Transit will apply for Department of Planning



and Development (DPD) permits through separate applications to DPD as described in subsection 3.13 or as part of DPD's regular business operations.

3.6.3. During 2007 and 2008, the City is scheduled to review plans at the Early Work Submittal, 60%-Complete Submittal, and 90%-Complete Submittal stages, as defined by this University Link Supplement and described in Exhibit A.

3.7. Sound Transit Performed Work

3.7.1. Sound Transit or its consultants shall develop the design plans and design documents for the Project.

3.7.2. Sound Transit shall involve the City and seek input in the early stages of design development and throughout the design process.

3.7.3. Sound Transit shall establish a target schedule for submittals and provide it to the City's Designated Representative as soon as such schedule is available.

3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates so that City staff can be reallocated to be dedicated to the expeditious review of Sound Transit documents. The City's Designated Representative shall notify City departments of the anticipated plan submittal dates.

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

3.8. Immediate Notice of Incomplete or Insufficient Design Submittals

3.8.1. Each Party recognizes that the incompleteness or insufficiency of any submittal may result in Project delays and require additional expenditures



beyond the budgeted amounts for this Project. To quickly correct incomplete or insufficient submittals, the City's Designated Representative or other authorized City official shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

3.9. City Review Schedule

- 3.9.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty (30) calendar days to review the Early Work, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period and the same City reviewer(s) need to review the multiple packages, the City shall have forty-five (45) calendar days to review each package and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.9.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.
- 3.9.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer Working Days than provided for in this University Link Supplement.



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

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

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

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

3.11.1. The City will submit formal written comments consolidated by SDOT to Sound Transit for each of the Early Work, 60%-, and 90%-Complete Submittals within the timeframe specified in subsection 3.9. Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. SDOT shall notify Sound Transit in writing when all outstanding design issues have been



resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Approval of the 100%-Complete Submittal is a prerequisite to issuance of the Project Construction Permit by SDOT necessary to fulfill the permitting requirements of the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975, as amended).

3.12. Plan Approval and Project Construction Permits

- 3.12.1. Sound Transit must submit a one-week advance notice prior to submitting the 100% - Complete Submittal to SDOT. Sound Transit will submit three (3) half-size plan sets for approval. SDOT will coordinate a final check of the submittal and will provide written concurrence within 15 Working Days of receiving the three plan sets if the 100% - Complete Submittal has adequately addressed the City comments.
- 3.12.2. When written notice of approval of the 100% - Complete Submittal is given to Sound Transit, SDOT will invite Sound Transit to submit drawings with SDOT-assigned vault and serial numbers for signature.
- 3.12.3. The City's costs associated with generating the Project Construction Permit are based on time and materials, and will be reimbursed by Sound Transit through this supplement. A final processing/filing fee will be invoiced by the City to Sound Transit for each construction contract's Project Construction Permit per the Street Use Permit Fee Schedule.

3.13. DPD Review and Issuance of Permits

- 3.13.1. The City and Sound Transit will implement a fast-track permit process for DPD Master Use Permits (MUPs) and building permits for the Project. MUP applications and building permit applications to DPD shall be handled



pursuant to the DPD permitting process described below and in Exhibit A. All other DPD permits (including side-sewer permits, electrical permits, or required permits for mitigation projects or impacted third parties) shall be handled as part of DPD's regular business operations.

3.13.2. Master Use Permits. Sound Transit will seek three separate MUPs for the Capitol Hill Station site, the University of Washington Station site, and the Pine Street Tunnel Boring Machine (TBM) retrieval pit as described in Exhibit A. A shoreline permit will also be required as part of the MUP process for the University of Washington site. An additional MUP may be required for the Montlake Vent Facility.

3.13.3. Building Permits. Sound Transit will seek separate building permits for the Capitol Hill Station site and the University of Washington Station site. Additional building permits may be required for the Montlake Vent Facility and Pine Street TBM retrieval pit. Sound Transit will engage DPD, Fire Department, and other applicable City departments in an early review of applicable codes and seek written concurrence to resolve any code compliance conflicts that affect the Project design. The City will coordinate design review activities to avoid duplication of effort.

4.0 SEATTLE CITY LIGHT SYSTEM ENGINEERING

Seattle City Light (SCL) will conduct design reviews and develop electrical system design concepts and cost estimates to inform Sound Transit design efforts by task orders, as described in Exhibit A. Final electrical design and SCL system improvements will be covered by separate service agreements.

5.0 PROJECT DESIGN TO MINIMIZE IMPACTS

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



5.1. Minimize City Maintenance and Operation Costs

The Project shall be designed to the greatest extent practicable to minimize any increase in City maintenance and operation costs directly caused by the Project. Prior to the issuance of construction permits, Sound Transit and the City shall agree in principle on the delineation of ongoing maintenance and operational responsibilities that are likely to be experienced by the City as a direct result of the Project or operation of the resulting light rail system. Such issues and costs include but are not limited to the reconstruction or realignment of any street, sidewalk, bikeway or utility facility or system; the re-timing or other modifications of existing traffic signals; and the installation of new traffic signal, signage, lane markings, street lighting, sidewalk lighting, or pathway lighting within the construction limits of the Project. Final agreement of maintenance and operation responsibilities for University Link facilities will be documented as supplements to the Central Link Maintenance Agreement.

5.2. Project Design to Minimize Travel and Access Disruptions

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

- 5.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, by construction being undertaken either at varying times of day, in geographic stages, or through other means;
- 5.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access is preserved to every business and residence directly-affected by the Project construction, and pedestrian access to each such residence, and to each such business during its normal business hours, are preserved at all times;
- 5.2.3. Vehicular access for types of vehicles other than those identified in



subsection 5.2.2 to every residence directly-affected by the Project construction is preserved except when construction requirements necessitate the complete blockage thereof; and

5.2.4. Reasonable prior notice is provided to directly-affected property owners, business tenants and neighborhood residents of any loss or change of access to or from their respective properties, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

6.0 REIMBURSEMENTS

6.1. Sound Transit's Maximum Funding Obligation

Sound Transit's maximum funding obligation for the City's services under this University Link Supplement is contained in Exhibit C – Budget. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in Exhibit C, unless authorization is received from its Board of Directors and upon the execution of a new supplement or an amendment of this University Link Supplement upon such terms and conditions as are approved by the Board. If at any time, and for any reason, the City's costs are projected to exceed the amount covered by this University Link Supplement, the City shall notify Sound Transit without delay.

6.2. Budget

Sound Transit shall reimburse the City for the costs of services delivered and work performed under the Scope of Work of this University Link Supplement. The amounts set forth in the budget provided in Exhibit C, which is attached to this University Link Supplement and incorporated herein by reference, reflect the Parties' best estimates of the amounts that may be required to accomplish the tasks under this University Link Supplement. Sound Transit and the City recognize that the budget for delivering such services and performing such work was developed based on assumptions stated in Exhibit A and information from each Party, and the Parties recognize that reallocation of effort based on actual needs may be necessary to meet Project objectives. The City shall



endeavor to manage the expenditures of departments and offices engaged in work under this University Link Supplement so that the maximum obligation of Sound Transit is not exceeded.

6.3. Reimbursement of City Costs

6.3.1. Principles for Determining Eligible Reimbursable Costs

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

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add “essential value” to the Project.
- Tasks and the deliverable or product must be clearly described in progress reports and invoices.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).
- Tasks indirectly related to implementing the Project may be encouraged or supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements or other environmental documents that the City would normally perform without charge.

6.4. Task Order Management

For some elements of City work specifically identified in Exhibit A, a task order process will be used to efficiently allocate resources and inform key project and



management decisions in a timely manner. All task orders shall be subject to the terms and conditions of this University Link Supplement including its scope and budget provisions unless a provision is expressly modified by a specific reference to the Supplement section.

6.5. Reallocation of Unexpended Funds

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

6.6. Approval of Excess Expenditures

Sound Transit and the City agree to the following rules for increases in task budgets:

- A. The City may expend up to the total cost of each Task as delineated in Exhibit C.
- B. Before incurring costs in excess of the total cost for any of the budgeted Tasks provided in Exhibit C, the City will request Sound Transit's approval in writing in a timely fashion. Sound Transit must approve the City's request before the City incurs any excess costs for those costs to be eligible for reimbursement.
- C. If, at any time, costs are projected to exceed the budget for any Task due to unforeseen costs or cost increases, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- D. When Sound Transit receives the City's notice regarding unforeseen costs or cost increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) reduce the Scope of Work for tasks not related to DPD permit approval work as set in subsection 7.3.2, or (3) authorize the use of contingency amounts budgeted for this University Link Supplement. Any expenditure that exceeds the maximum amount authorized for this University Link Supplement shall require further authorization by Sound Transit's Board of Directors.



6.7. Invoicing by City

The City will invoice Sound Transit on a monthly basis. Invoices will be based on actual expenditures, except for the fixed cost associated with DPD expedited services as noted in Exhibit C. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting invoices to Sound Transit in accordance with the procedures in this subsection and any other applicable regulations.

6.7.1. The City's invoice shall detail costs incurred for the month by department and Task. Invoices will include a progress report of the work detailed in the invoice, including a narrative of the work performed.

6.7.2. The City shall ensure that expenditures invoiced to Sound Transit are eligible for reimbursement under the terms of this Supplement. Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.

6.7.3. Invoices shall bear the name and address of the City's Designated Representative and reference this University Link Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, that the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this University Link Supplement.

6.8. Reimbursement by Sound Transit

Monthly reimbursements for eligible expenditures under this University Link Supplement shall be made upon the satisfactory completion of the work. Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City



invoice, Sound Transit shall remit the reimbursement for the amount of eligible expenditures.

All reimbursements shall be made under the following procedures:

- 6.8.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work performed under this Supplement shall be reasonably certified as acceptable by Sound Transit before payment.
- 6.8.2. To be entitled to reimbursement for the satisfactory performance of the work identified in this Supplement, the City must provide documentation of all eligible expenses as required by subsection 6.7 or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this University Link Supplement.
- 6.8.3. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of receipt of a complete and accurate invoice.
- 6.8.4. In the event that Sound Transit reimbursement is delayed beyond forty-five (45) calendar days of receipt of a complete and accurate City invoice, the City shall have the right to charge interest at a rate of 3.5% annually and compounded monthly, accruing from the closing date of the invoice.

6.9. Procedures for Invoicing and Reimbursement.

- 6.9.1. To secure payment, the City shall submit all invoices, required reports, and documentation to Sound Transit Accounts Payable, with notice to the Designated Representative of Sound Transit and Sound Transit Project Control.
- 6.9.2. Reimbursements will be paid to the City to the attention of the Seattle Department of Transportation Accounts Receivable, with notice to the Designated Representative of the City.



7.0 ADMINISTRATION

7.1. Monitoring and Reporting of Progress

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the Scope of Work and budget for the Project. The City shall provide clear, accurate and detailed progress reports to Sound Transit as part of the City's monthly invoice. The City shall work with Sound Transit to further refine the City's progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's project control system. The City and Sound Transit shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

7.2. Monitoring and Reporting of Costs

- 7.2.1. The City's Designated Representative, or other designated City official, will provide detailed cost reports to Sound Transit on a quarterly basis for the purposes of reconciliation as described in subsection 7.3.
- 7.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's FTA funding requirements.

7.3. Reconciliation

- 7.3.1. Both Parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. Except as set forth in subsection 7.3.2, the Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such services cannot be performed within the budget specified by Task. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts.
- 7.3.2. If the cost for Project permit approval work performed by DPD exceeds



the amount identified for MUP/Land Use review or Building Plan review (for which payment is to be on an hourly rate in lieu of value-based construction permit fees) in Exhibit C, Task 3, Sound Transit shall pay the additional charges using contingency or reallocation of uncommitted funds in Exhibit C.

7.4. Availability of Records.

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

7.5. Audit.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this University Link Supplement, or any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this University Link Supplement subject to the availability of records as described in subsection 7.4.

7.6. Third Party Contract Administration

Each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party to this University Link Supplement. All contracts shall comply with all applicable public works



and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

8.0 DISPUTE RESOLUTION PROCESS

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

8.1. General

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

8.2. Notice of Problem or Dispute and Meeting of Designated Representatives

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

8.3. Meeting of Directors

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



8.4. Prerequisites to Litigation

Neither Sound Transit nor the City shall have the right to seek relief under this University Link Supplement in a court of law until and unless each of the procedural steps specified in subsections 8.1, 8.2, and 8.3 have been completed.

9.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

Sound Transit's Project is partially funded by the FTA and is therefore required to include applicable FTA provisions in all of its agreements. The FTA provisions attached as Exhibit D, Federal Funding Requirements, are incorporated herein as though they were set forth in full in the body of this University Link Supplement. The City agrees to comply with the federal funding requirements in Exhibit D, and the City shall include all applicable FTA provisions described in Exhibit D in all third party contracts that are funded under this University Link Supplement, such as procurement, subcontracts or third party contracts for design and construction services. All references to "Consultant" in Exhibit D shall be construed to mean the City and its third-party consultants or contractors (if any). Exhibit D may be modified or revised by Sound Transit from time to time to comply with revised federal requirements or to conform to the nature of the work performed under this University Link Supplement. Sound Transit will provide the City with timely notification of any changes to applicable Federal provisions as currently described in Exhibit D.

10.0 EXERCISE OF CITY'S POLICE POWER

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



11.0 EXTENSION FOR STATE OF EMERGENCY SITUATIONS

Notwithstanding subsection 2.3, the time period required for performance of services under this University Link Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the Party obligated to perform such services; provided, that the Party adversely affected by such condition shall promptly advise the other Party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

12.0 LEGAL RELATIONS

12.1. Indemnification

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



that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party. This indemnification shall survive the expiration or earlier termination of this Agreement.

12.2. Venue

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

12.3. Effective Date

This University Link Supplement shall be effective upon execution of this supplement.



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

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

THE CITY OF SEATTLE

Joni Earl, Chief Executive Officer

Grace Crunican, Director
Seattle Department of Transportation

Date:

Date:

Approved as to form:

Authorized by Ordinance _____

By:

Sound Transit Legal Counsel

Authorized by Motion:

Exhibits: Exhibit A - Scope of Work
 Exhibit B - Schedule
 Exhibit C - Budget
 Exhibit D - Federal Funding Requirements



STATE OF WASHINGTON)

) ss. **(Acknowledgment for The City of Seattle)**

COUNTY OF KING)

On this _____ day of _____, 2007, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature)

(Printed or typed name of Notary Public)

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

STATE OF WASHINGTON)

) ss. **(Acknowledgment for Sound Transit)**

COUNTY OF KING)

On this _____ day of _____, 2007, before me, personally appeared Joni Earl, to me known to be the Chief Executive Officer of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of Sound Transit for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

(Signature)

(Printed or typed name of Notary Public)

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



Exhibit A

SCOPE OF WORK

UNIVERSITY LINK SUPPLEMENT

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

April 26, 2007



Introduction

This Scope of Work describes City of Seattle ("City") tasks and deliverables necessary to facilitate Sound Transit's final design of the University Link extension of the Initial Segment of the Central Link Light Rail Project. Under this University Link Supplement, the City agrees to provide project management, expedited design review, expedited permit processing, utility engineering studies, and other design support services. The Scope of Work was developed based on past experience with the Initial Segment and on the recognition of differences between the Initial Segment and the Project.

The Scope of Work defined in this Supplement will commence upon execution of the University Link Supplement and will be funded through December 31, 2008 unless otherwise agreed by both Parties. Modifications to this Scope of Work to meet the needs of the Project may be made by mutual agreement between the Parties as described in the University Link Supplement, which this Exhibit A is a part of, by reference.

Scope of Work

Task 1 – Core Team Project Management

The Seattle Department of Transportation will provide the City's Core Team management of University Link design review. The team is comprised of the City's University Link Program Manager, Design Review and Permitting Manager, and project control staff. **SDOT's University Link Core Team** will:

- Provide management, oversight and coordination of Project-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate City-wide design review and permitting activities.
- Issue Project Construction Permits to satisfy the permitting requirements of the agreement authorized by Ordinance 119975, as amended.
- Facilitate resolution of Project policy and design issues.
- Manage the City's University Link Supplement budget and administer monthly progress reporting, monthly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.

Task 2 – Design Review

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

City design review activities under this task support the issuance of the overarching Project Construction Permits and will involve the Seattle Department of Transportation (SDOT), Seattle Public Utilities (SPU), the Seattle Fire Department (SFD), the Seattle Police Department (SPD), and consultants retained by the



City. Design review will be coordinated by SDOT with Department of Planning and Development (DPD) and Seattle City Light (SCL) reviews provided under Tasks 3 and 4 below.

Departmental Managers will coordinate the activities of their departments and represent their departments on all University Link matters. A **Departmental Manager** will:

- Oversee his/her department's activities as defined in this University Link Supplement.
- Ensure that the City has done whatever it reasonably can do to help Sound Transit become permit-ready.
- Serve as his/her department's liaison to Sound Transit.
- Manage resolution of design, permitting and real estate issues.
- Coordinate notification of private utilities about relocation.
- Provide fiscal management of his/her department's activities.
- Participate in Sound Transit design meetings and committees to further project implementation as needed, including Fire Life Safety Committee and Permit Management Work Group.

Under this task:

- SDOT will contract a Geotechnical Consultant for review of geotechnical investigations and recommendations, including settlement impacts to City infrastructure.
- SFD will participate in the development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- SPD will assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs as they relate to Project construction and future operations.
- SPD will promote Crime Prevention through Environmental Design (CPTED) by incorporating CPTED considerations in SPD's review comments.

The applicable City departments will review the Early Work Submittals, 60%-Complete Submittals and 90%-Complete submittals, as listed below. The 100%-Complete Submittals will be transmitted to City reviewers to confirm that all prior 90% review comments submitted to Sound Transit have been addressed for plan approval and subsequent permit issuance.

The specific formal design submittals anticipated under this task are:

- CU210 Advance Utility Relocation – 60%, 90%, 100% submittals
- CU211 Demolition – 60%, 90%, 100% submittals
- CU212 Environmental Mitigation – anticipate separate contractor permits, as appropriate
- CU220 Bored Tunnel & UW Station Excavation – 60%, 90%, 100% submittals
- CU230 Capitol Hill Station Excavation – 60%, 90%, 100% submittals
- CU240 Capitol Hill Station Finishes – Early Work, 60%, 90%, 100% submittals
- CU250 UW Station Finishes – Early Work, 60%, 90%, 100% submittals



- CU260 Trackwork – (no City review anticipated)
- CU820 Maintenance Base Modifications (Civil) – anticipate separate DPD building permit
- CU820 Maintenance Base Modifications (Systems) – anticipate separate DPD electrical permits
- CU822 Signals – anticipate separate DPD electrical permits
- CU823 Communications – anticipate separate DPD electrical permits
- CU827 OCS & Traction Power – anticipate separate DPD electrical permits

Task 3 – DPD Services

Department of Planning and Development (DPD) permits will be required for some elements of the Project. DPD will assist Sound Transit with permit applications to ensure that applications are complete. DPD will provide a timely review of all submittals for compliance with all applicable current City codes including but not limited to: International Code Council (ICC) Family of International Model Codes, Seattle Building Code, Land Use Code, ADA requirements, site drainage, grading, environmentally critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail. DPD will facilitate resolution of permit issues with other City departments as needed.

DPD Permits

Under this task, DPD permit applications are anticipated for:

- Land use approvals (Master Use Permits and Shoreline Permit) for 3 construction and station sites including University of Washington Station, Capitol Hill Station, and Pine Street TBM retrieval pit.
- Phased building permits (including demolition, excavation and shoring methods and station finishes) for 2 station sites for the University of Washington Station and Capitol Hill Station. In addition, a building permit (excavation and shoring) is anticipated for the Pine Street TBM retrieval pit.

Master Use Permits (MUPs), including Shoreline Permit

DPD will endeavor to meet Sound Transit's schedule for permit approvals for the Project and will:

- Issue all MUP project numbers upon receipt of preliminary application forms.
- Accept Plot Plans with the best available Sound Transit survey description when the Seattle Engineer's Maps lack sufficient information.
- Ensure delivery of Pre-Application Site Visit Request Forms and Plot Plans to the Site Development Desk in a timely manner.
- Issue a Site Inspection Report within 5 to 10 working days after receipt of the Pre-Application Site Visit Request Form and Plot Plan.
- Endeavor to schedule MUP Intake Appointments within 5 to 10 working days of receiving the request from Sound Transit contingent upon receipt of a completed Site Inspection Report.
- Accept MUP applications at Intake although Plot Plan issues remain unresolved.
- Work with Sound Transit staff, consultants, and legal advisors on resolving Plot Plan issues during the MUP review process to avoid delay in MUP issuance.
- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications.



- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process.
- Issue a MUP decision within four months after the City-required public comment period has expired.
- Provide Sound Transit draft MUP decisions and notices of applications for review prior to publishing.

Building Permits

DPD will endeavor to meet Sound Transit's schedule for permit approvals for the Project. Under this task:

- Sound Transit will engage DPD and the Fire Department early in the design process to identify potential code conflict and interpretation issues. Signed letters of concurrence will be used by the Parties to document code interpretation decisions and provide guidance for Sound Transit's design.
- Sound Transit will submit shoring plans for the construction sites for Phase 1 building permits at 60% design. DPD will provide review of these shoring plans within 4 weeks of receiving a full and complete submittal.
- Sound Transit will submit building plans for the stations for Phase 2 building permit at 90% design. DPD will provide review of these building plans within 4 weeks of receiving a full and complete submittal.
- Sound Transit and DPD anticipate that early identification and discussion of code issues will result in a shorter correction period. DPD reviewers will be encouraged to inform Sound Transit of any concerns early in the review period.
- The City will coordinate permit review between DPD building permits and SDOT Project Construction Permits to avoid duplication of review efforts.

DPD Staff Assignments

DPD will assign experienced staff to the Project. DPD personnel assigned to the Project are responsible for prioritizing Project work within the department, anticipating and responding to priorities identified by Sound Transit, coordinating with Sound Transit if Project priorities change, and helping to resolve issues (including those that cross DPD divisions and City department jurisdictions) to facilitate Sound Transit's ability to submit complete applications that meet the City's requirements. Project work will be the highest priority of these staff when Project work is pending. Appropriate DPD staff will participate in regular permit coordination meetings with Sound Transit staff and consultants, as needed, to ensure close Project coordination. Sound Transit may request that DPD expedite review of a specific submittal critical to the project, in which case DPD will make that submittal the highest priority for review.

Expedited Permit Processing

It is in the mutual interest of the Parties to ensure timely Project design reviews and expedited permit processing. Sound Transit and DPD have agreed to an "Expedited Services" work approach that will allow DPD to provide priority staffing and services to Sound Transit for the University Link Project. Expedited permit processing applies to the Master Use Permits, building permits, and other DPD-issued permits and reviews identified in this scope of work.

Light Rail Review Panel

The Light Rail Review Panel (LRRP) will review the Project on behalf of the City's Design, Planning, and Arts Commissions. Sound Transit will present Early Work, 60%, and 90% station architectural plans and station artwork proposals to LRRP for review. Staff time to support and coordinate LRRP's review will be charged under this Task.

Noise Abatement Program Support

Sound Transit intends to seek noise variances for the construction of University Link. DPD Noise Abatement Program staff will assist Sound Transit in developing the Project's approach to noise abatement and preparing applications for noise variances. Actual processing of noise variance submittals will be handled outside this agreement.

Other DPD Permits

Issuance of DPD permits other than the Master Use Permits and building permits described above are not included under the scope of this task. These are anticipated to be handled as regular DPD business, and include:

- Noise variances for construction
- Building permits for Maintenance Base modifications
- Electrical permits
- Side-sewer capping and installation permits
- Permits associated with University of Washington mitigation projects
- Permits associated with future redevelopment of Sound Transit property

Task 4 – SCL Design Review and System Engineering Services

Sound Transit and the City jointly recognize the need to evaluate Seattle City Light (SCL) infrastructure and the ability to provide adequate utility service during the construction and operation of University Link. Under this task, SCL will:

- Support Sound Transit's early work on utility impacts.
- Review Sound Transit's civil designs for impacts to SCL infrastructure, including potential relocations and protect-in-place mitigation strategies.

In addition, SCL will undertake system engineering studies to identify service options based on Sound Transit service needs. System engineering work will be managed by task order to allow key Project and management decisions to be made and inform subsequent task orders. Initial task orders will focus on:

- Identifying potential points of contact for Sound Transit connections for temporary construction (TBM) and permanent operational (TPSS and station) needs.
- Evaluating substation capacity and potential power routes to deliver power for construction and operation.

Subsequent task orders will focus on conceptual SCL engineering to identify:

- Preliminary concept and cost estimate for feeder and substation service.
- Final concept and cost estimate for feeder and substation service.

SCL's Departmental Manager will:

- Manage the planning, design review, and cost estimating of electrical transmission and distribution system relocations along the Project alignment.
- Coordinate services among SCL's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.

Basis of Scope and Budget Estimate

The City and Sound Transit have developed the Scope of Work and budget based on experience with the Initial Segment of Central Link Light Rail and understanding of Sound Transit's University Link design process, current design contract packaging and the anticipated Project schedule as described in Exhibit B.

The budget represents the Parties' best estimate for completing the Scope of Work, but does not represent a fixed fee commitment to complete the Scope of Work. The City will endeavor to manage the Scope of Work within the budget. A budget contingency has been established for this agreement and will be managed by Sound Transit to ensure that any higher or unanticipated City expenses (pre-approved by Sound Transit) can be reimbursed within the total budget amount described in Exhibit C.

Assumptions

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

- These estimates are for work to be performed in direct support of the Project.
- Geotechnical information and settlement impacts have not yet been fully determined for the Project. This scope assumes that Departmental Managers and City-retained consultants will review geotechnical and settlement reports for impacts to City infrastructure. The budget does not include the development of significant settlement monitoring and mitigation measures, should these efforts prove necessary.
- Estimates are based on the Parties adhering to the definitions of Early Work, 60%-, and 90%-Complete Submittal as outlined in the University Link Supplement.
- Estimates assume that value engineering proposals to eliminate the Montlake Vent Facility will be successful.
- Budgets reflect anticipated 2007 hourly rates and overhead charges inflated by 3% for 2008.
- Formal design submittals and reviews will transpire in substantial compliance with the anticipated schedule provided in Exhibit B.
- Estimates assume that no Parks Department facilities will be directly impacted by University Link construction activities.
- Real estate transactions for easements or subsurface rights on City-owned property that is not street right-of-way will be handled outside the scope of this agreement.



- SCL budget estimates assume:
 - Sound Transit will provide construction and operation load characteristics for supply studies.
 - Final electrical design is not covered in this Scope of Work.
 - SCL support for the contract bid process or construction services is not included in this Scope of Work.

- DPD budget estimates assume:
 - Sound Transit will fund “Expedited Services” as detailed in Exhibit C.
 - Fees for MUPs are based on standard DPD hourly MUP review rates as detailed in Exhibit C.
 - Fees for building permits will be charged on an hourly time and materials basis in lieu of value-based construction fees.
 - Sound Transit shall pay fees for other types of permits according to the DPD Fee Ordinance. The fees for these permits are not a part of the funding described in this agreement, and include but are not limited to the following:
 - Noise variances for construction
 - Building permits for Maintenance Base modifications
 - Shoreline permit
 - Electrical permits
 - Side-sewer capping and installation permits
 - Permits associated with University of Washington mitigation projects
 - Permits associated with future redevelopment of Sound Transit property.
 - Resources for inspections during construction, or other building plan review support after correction notices are issued, will be negotiated as part of a future construction services agreement.

Budget and Contingency

The budget for each Task of this University Link Supplement is described in Exhibit C. A contingency of 10% was included in the total budget for the Supplement. The reallocation of uncommitted funds between tasks is allowed subject to prior written approval by Sound Transit. The use of contingency is subject to written approval by Sound Transit.



Exhibit C - Budget

April 26, 2007

University Link Supplement to the MOA for Intergovernmental Cooperation

	FTE*		Hours		Assumed Rate**		Estimated Cost		Total
	2007	2008	2007	2008	2007	2008	2007	2008	
Task 1 – Core Team Program Management									
U-Link Program Manager	0.5	0.5	885	885	\$ 95.00	\$ 97.85	\$ 84,075	\$ 86,597	
U-Link Design Manager	0.5	0.5	885	885	\$ 115.00	\$ 118.45	\$ 101,775	\$ 104,828	
Agreement Administration	0.2	0.2	354	354	\$ 85.00	\$ 87.55	\$ 30,090	\$ 30,993	
Task 1 Totals							\$ 215,940	\$ 222,418	\$ 438,358
Task 2 – Design Review									
SDOT									
Staff Resources (Traffic, Signals)			100	300	\$ 110.00	\$ 113.30	\$ 11,000	\$ 33,990	
Structural/Geotech Consultant							\$ 50,000		
SDOT Subtotal									\$ 94,990
SPU									
Project Management			330	330	\$ 115.00	\$ 118.45	\$ 37,950	\$ 39,089	
Engineering Design			660	660	\$ 100.00	\$ 103.00	\$ 66,000	\$ 67,980	
Materials Lab			80	80	\$ 100.00	\$ 103.00	\$ 8,000	\$ 8,240	
Customer Service			70	70	\$ 100.00	\$ 103.00	\$ 7,000	\$ 7,210	
Real Property			60	60	\$ 100.00	\$ 103.00	\$ -	\$ 6,180	
Construction Management				55	\$ 100.00	\$ 103.00	\$ -	\$ 5,665	
Technical Resources			65		\$ 100.00	\$ 103.00	\$ 6,500	\$ -	
Survey			60		\$ 100.00	\$ 103.00	\$ 6,000	\$ -	
Water Operations			145	145	\$ 100.00	\$ 103.00	\$ 14,500	\$ 14,935	
DWW Operations			40	40	\$ 100.00	\$ 103.00	\$ 4,000	\$ 4,120	
Utility Business Operations			50	50	\$ 100.00	\$ 103.00	\$ 5,000	\$ 5,150	
Consultant							\$ 50,000		
SPU Subtotal									\$ 363,519
Fire									
Asst Fire Chief	0.25	0.25	442.5	442.5	\$ 80.00	\$ 82.40	\$ 35,400	\$ 36,462	
Fire Protection Engineer	0.25	0.25	442.5	442.5	\$ 80.00	\$ 82.40	\$ 35,400	\$ 36,462	
Fire Subtotal									\$ 143,724
Police									
Design Review and F&LS	0.1	0.1	177	177	\$ 90.00	\$ 92.70	\$ 15,930	\$ 16,408	\$ 32,338
Task 2 Totals							\$ 352,680	\$ 281,890	\$ 634,570
Task 3 – DPD Services									
Project Management	0.1	0.1	177	177	\$ 108.00	\$ 111.24	\$ 19,116	\$ 19,689	
MUP/Land Use review***			150	150	\$ 250.00	\$ 250.00	\$ 37,500	\$ 37,500	
Building Plan review***				240	\$ 108.00	\$ 111.24	\$ -	\$ 26,698	
Expedited Service (fixed cost)****			1040	2600	\$ 108.00	\$ 111.24	\$ 112,320	\$ 289,224	
Light Rail Review Panel staffing			125	125	\$ 108.00	\$ 111.24	\$ 13,500	\$ 13,905	
Noise Abatement Program support			100	100	\$ 108.00	\$ 111.24	\$ 10,800	\$ 11,124	
Task 3 Totals							\$ 193,236	\$ 398,140	\$ 591,376
Task 4 – SCL Services									
Early Work Support			150		\$ 95.00	\$ 97.85	\$ 14,250	\$ -	
Review Design Packages			900	900	\$ 95.00	\$ 97.85	\$ 85,500	\$ 88,065	
UW Site System Engineering*****			330	330	\$ 95.00	\$ 97.85	\$ 31,350	\$ 32,291	
Capitol Hill System Engineering*****			330	330	\$ 95.00	\$ 97.85	\$ 31,350	\$ 32,291	
Task 4 Totals							\$ 162,450	\$ 162,646	\$ 315,096

Sub-total	\$ 1,979,401
Contingency 10%	\$ 197,940
Supplement Total	\$ 2,177,341

Notes:

- * Assumed 1 FTE = 1770 hours (85% of 2080 full year) for assigned staff.
- ** Assumed Rates are based on 2007 OH rates; 2008 assumes 3% increase for COLA, step increase, etc.
- *** Sound Transit MUPs will be charged according to the DPD fee schedule for time & materials. Sound Transit building permits will be charged on time & materials instead of value-based permit fees.
- **** Expedited service provides for increased DPD capacity in the Applicant Services Center, Land Use Review, and Building Plan Review to meet the schedule needs of Sound Transit. A fixed fee for providing expedited service will be charged on monthly invoices beginning in July 2007. This fixed fee reflects fully loaded 0.5 FTE support in each discipline for the duration of expedited permitting as shown in the table below:

	3Q2007	4Q2007	1Q2008	2Q2008	3Q2008	4Q2008
ASC (July 2007 thru Dec 2008)	260	260	260	260	260	260
Land Use (July 2007 thru June 2008)	260	260	260	260		
Building Plan Review (Jan 2008 thru Dec 2008)			260	260	260	260
Sum of hours by quarter:	520	520	780	780	520	520
	2007 Hours:					1040
	2008 hours:					2600

- ***** System Engineering work under Task 4 will be authorized by task order.



EXHIBIT D – FEDERAL FUNDING REQUIREMENTS
UNIVERSITY LINK SUPPLEMENT TO THE MOA FOR
INTERGOVERNMENTAL COOPERATION

All references to “Consultant” in Exhibit D shall be construed to mean the City and its third-party consultants or contractors (if any).

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1E as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The Consultant is required to comply with all terms and conditions prescribed for third party contracts in these documents.
- B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Consultant agrees to accept all changed requirements that apply to this Agreement.
- C. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, (<http://www.fta.dot.gov/library/admin/checklist/circulars.htm>), as amended and the Master Grant Agreement (<http://www.fta.dot.gov/library/legal/agree.htm>), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- D. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Consultant and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Consultant shall comply with all such requirements.
- E. Copies of the FTA Master Agreement are available from Sound Transit.

2. FEDERAL FUNDING LIMITATION

Consultant understands that funds to pay for Consultant's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and



allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Consultant's services without penalty. Sound Transit shall notify Consultant promptly in writing of the non-allocation, delay, or disapproval of funding. In this event, the Contract will be terminated for convenience in accordance with Termination for Convenience provision.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

4. FEDERAL LOBBYING RESTRICTIONS

- A. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of any Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Consultants and Subconsultants at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Consultant shall submit the "Certification Regarding Lobbying" included in this document. The Consultant's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Consultant, who is in turn responsible for keeping the certification forms of subconsultants. Further, by executing the Agreement, the Consultant agrees to comply with these laws and regulations.
- B. If the Consultant has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Consultant must disclose these activities.



In such a case, the Consultant shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.

- C. The Consultant and any subconsultants shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

5. LOBBYING CERTIFICATION AND DISCLOSURE

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the Consultant shall execute and return the Certification Regarding Lobbying by Consultant form set forth in this Document.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor/Consultant is required to verify that none of the Contractor/Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor/Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:
- The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from



using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

8. CONSERVATION

The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

9. CLEAN WATER

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. CLEAN AIR

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Agreement unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40018, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS 2116, March 31, 1981.

12. SEISMIC SAFETY

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.



13. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other subsequent Federal directives that may be issued.

14. ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Consultant agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

15. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- A. The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or services. In addition to other penalties that may be applicable, the Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant, to the extent the Federal Government deems appropriate.
- B. The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001, 31 USC §§ 3801, et seq., and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

16. REPORTING, RECORD RETENTION AND ACCESS

- A. Consultant shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.



- B. Consultant agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. Consultant agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Sound Transit, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the services performed. Consultant shall retain all required records for six (6) years after final payment. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Consultant shall require its subconsultants to also comply with the provisions of this Subparagraph, and shall include the provisions of this Subparagraph in each of its subcontracts.

17. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Sound Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall ensure compliance by it and its subconsultants with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d), federal Executive Order No. 11246, regulations of the U. S. Department of Labor issued thereunder, the regulations of the federal Department of Transportation issued thereunder, and the Americans with Disabilities Act, as they may be amended from time to time. Accordingly, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, creed, sex, sexual orientation, disability, age, or nationality.



- C. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sound Transit or FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of a consultant or subconsultant that is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Sound Transit, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Sound Transit shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
1. Requiring the Consultant to take remedial action to bring the Consultant into compliance;
 2. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or
 3. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- E. The Consultant shall include the provisions of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as Sound Transit or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request Sound Transit to enter into such litigation to protect the interests of Sound Transit and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.



CERTIFICATION REGARDING LOBBYING

The undersigned (Consultant) certifies to the best of his or her knowledge or belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]



The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Proposer: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM



CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification:

1. By signing and submitting this form, the prospective lower tier participant¹ is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is

¹ "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of Sound Transit's contracts.



not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

Proposer: _____

(Type or Print Company Name)

By: _____

(Signature)

(Title)

Print Name: _____

END OF FORM



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ATTACHMENT 1

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CITY CLERK UNIVERSITY LINK SUPPLEMENT TO THE
MEMORANDUM OF AGREEMENT FOR
INTERGOVERNMENTAL COOPERATION
(APRIL 20, 1998) BETWEEN
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT) AND THE CITY OF SEATTLE
FOR THE CENTRAL LINK LIGHT RAIL PROJECT

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

RECITALS

- A. The City and Sound Transit entered into an agreement titled "Memorandum of Agreement for Intergovernmental Cooperation Regarding Light Rail Development" on April 20, 1998 ("April 20, 1998 MOA") that sets forth the Parties' common and individual objectives with respect to the development of a light rail system within the City of Seattle and that established the foundation of their working relationship with common objectives for cooperation.
- B. Sound Transit is constructing the Initial Segment and Airport Link extension of Link Light Rail from Downtown Seattle to Seattle-Tacoma International Airport, and has completed environmental review of the North Link extension. Sound Transit has identified "University Link" as the next priority for extending the light rail system, which includes 3.15 miles of tunnel, two additional stations (Capitol Hill Station and University of Washington Station), and other supporting facilities (e.g., Montlake Vent Facility). City services necessary to support the development and design of the

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University Link Project ("Project") are consistent with the principles and approach of the April 20, 1998 MOA.

- C. The Parties' common and individual objectives set forth in the April 20, 1998 MOA will continue to be observed during the term of this University Link Supplement, including the principles of intergovernmental cooperation, expedited reviews and permit processing, and the process for dispute resolution.
- D. The City recognizes that Sound Transit has the responsibility for the acquisition and disposition of property, and that real-estate decisions will be governed by the Sound Transit Board's policy on Transit-Oriented Development and by state and federal regulations.
- E. As anticipated by the Parties in §III.E of the April 20, 1998 MOA, Sound Transit desires actions by the City to support the completion of design and initiation of construction of the Central Link Light Rail Project. This University Link Supplement, except as otherwise provided herein, shall cover services to be provided by the City in four primary areas: Program and Project Management, Utility Engineering, Design Review, and Permitting.
- F. Sound Transit recognizes that the City is responsible for administering state and local transportation and land use laws and development regulations that will apply to the development, construction, and operations of the Project. In addition, the City is responsible for review and approval of plans, utility relocation, managing the City rights-of-way, and the public health and welfare of citizens.
- G. The City of Seattle recognizes that University Link will provide numerous benefits to Seattle's residents, workers, and visitors, and will help the City meet its Comprehensive Plan goals for dense, mixed use urban centers and urban villages connected by high-quality public transit. In recognition of these and other mutual benefits, the City is committed to providing general support and coordination as typically provided between governmental agencies to facilitate the timely completion of the Project.
- H. Sound Transit's Project is partially funded by the Federal Transit Administration ("FTA") and Sound Transit is therefore required to include applicable FTA contract

provisions in all of its third party agreements, including its agreements with the City; and such applicable federal contract provisions must be incorporated by the City in all third party contracts that are funded under this Supplement.

1.0 DEFINITION OF TERMS

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

- 1.1. "Central Link Light Rail Project" means an electric light rail project located in the cities of SeaTac, Tukwila and Seattle that is identified in the November 5, 1996 voter-approved *Sound Move, Sound Transit's Ten-Year Regional Transit System Plan*.
- 1.2. "Central Link Maintenance Agreement" means the Maintenance Agreement Between the City of Seattle and the Central Puget Sound Regional Transit Authority for the Link Light Rail Initial Segment (Central Link) under development between Sound Transit and the City.
- 1.3. "City's Standard Plans and Specifications, 2007 Edition," means the contract specifications that will be used by Sound Transit for improvements that will be owned and maintained by the City.
- 1.4. "Contract Specifications" means the contract-specific modifications to Sound Transit's Link Design Criteria that Sound Transit may require in contract procurement for construction materials and services.
- 1.5. "Initial Segment" means the initial 14-mile segment of the Central Link Light Rail Project that will begin at an interim north terminus at the Pine Street Stub Tunnel (PSST) with passenger service to be provided through Downtown Seattle, South Downtown, Beacon Hill, the Rainier Valley, and Tukwila to an interim south terminus at South 154th Street to be connected by shuttle bus service to Sea-Tac Airport until Airport Link is completed.
- 1.6. "North Link and Airport Link Design Criteria Manual, 2005 Edition" means the Design Criteria that will be used by Sound Transit in its University Link light rail construction contracts.

- 1.7. "Project" means the 3.15 mile University Link extension of the Initial Segment with passenger service to Capitol Hill and the University of Washington, as defined in Sound Transit Board Resolution R2006-07 approved on April 27, 2006.
- 1.8. "Working Day" means any calendar day that is not a Saturday, Sunday, or a City or Sound Transit observed holiday.

2.0 SCOPE OF THIS UNIVERSITY LINK SUPPLEMENT

2.1. Goals and Objectives

The Parties agree to do the following under the terms of this Supplement:

- A. The Parties agree to work collaboratively on the Project.
- B. The City shall provide timely services to enable Sound Transit to meet its Project deadlines.
- C. Sound Transit shall effectively manage the Project to provide a quality light rail system in a cost-effective and timely manner and within the amount budgeted for this Project.
- D. Sound Transit shall provide clear and complete design drawings and supplementary information in a timely manner that will allow the City departments an adequate review period to facilitate the City's design review and to allow the Project to proceed on schedule.
- E. The City shall provide clear and complete design reviews from all involved departments and avoid last-minute review comments and the imposition of requirements after the completion of design review. Both Parties shall endeavor to identify and address issues as early as possible during the review process and to communicate clearly with each other.
- F. Both Parties shall participate in interdisciplinary coordination meetings, as needed, to address issues that may affect the Project scope, schedule, budget or the community.
- G. Where appropriate, the City and Sound Transit will document key design-related decisions.
- H. To the extent the City is notified of federal grant requirements, the City's

performance under this University Link Supplement shall conform with the applicable grant requirements including the FTA grant requirements.

2.2. Summary of Services under this University Link Supplement

Sound Transit shall submit to the City its Project designs, plans and specifications for City review in connection with the implementation of the Project. The City shall provide timely reviews as are necessary for the issuance of permits and approvals by the City as described in Exhibit A – Scope of Work of this University Link Supplement ("Exhibit A"), which by this reference is incorporated herein. The Parties shall perform in a timely manner as described in Exhibit B – Schedule of this University Link Supplement ("Exhibit B"), which by this reference is also incorporated herein.

2.3. Time of Completion and Schedule

Exhibit B is attached and describes the Project's anticipated schedule for design and City review of Project contract packages. This supplement will fund the tasks identified in the Scope of Work attached as Exhibit A through the end of 2008, unless otherwise agreed by both Parties. Both Parties anticipate that additional City services will be provided for the construction phase of the Project through a separate agreement.

2.4. Designated Representatives

The Designated Representatives for the Parties are as follows:

John Harrison, Project Director
University Link Light Rail Project
Sound Transit
401 S. Jackson Street
Seattle, Washington 98104
Phone: (206) 398-5309

Calvin Chow, Assistant Sound Transit Program Manager
Seattle Department of Transportation
P.O. Box 34996
Seattle WA 98124-4996
Phone: (206) 684-4652

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

2.5. Responsibilities of Sound Transit

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

- A. Develop designs, plans and specifications in connection with its construction of the Project.
- B. Submit its designs, plans and specifications to the City for review pursuant to the procedures outlined in this University Link Supplement.
- C. Take the lead in coordinating regular Sound Transit/City team communication/meetings, and the Transit-Oriented Development process as required.
- D. Manage and coordinate Sound Transit consultants' requests for information from the City.
- E. Assume responsibility for acquiring all necessary property, easements and rights-of-entry for relocation, design and construction activities related to the Project, except as otherwise agreed to by the Parties.
- F. Work with the City to provide notice to private utilities for their relocation.

2.6. Responsibilities of the City

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

- A. Organize interdepartmental teams to achieve consensus on policy issues, expedite review of Sound Transit designs, and provide services to Sound Transit in a timely manner
- B. Review and provide timely unified, coordinated, consistent comments to Sound Transit on Sound Transit's designs, plans, specifications, technical reports, and environmental documents.

- C. Provide a confirmation review through the Seattle Department of Transportation (SDOT) to ensure that all City comments on the 90%-Complete Submittal have been incorporated into the 100%-Complete Submittal, or otherwise resolved by Sound Transit and the City prior to permit approval.
- D. Provide expedited review of Project permit applications through the Department of Planning and Development.
- E. Provide design review for the public works components to be designed and constructed by Sound Transit that will be ultimately owned and maintained by the City.
- F. Work with Sound Transit to identify utility service needs and potential conflicts with City-owned utilities, provide location information, and provide cost estimates for service connections and relocations.
- G. Work with Sound Transit to identify, evaluate and select appropriate and final mitigation measures for inclusion in environmental documents, permits, ordinances and resolutions.
- H. Provide program management and financial management of City resources and services.
- I. When practicable, integrate Sound Transit construction plans and schedules with plans and schedules of other City capital and maintenance projects to minimize the conflicts and maximize efficiencies for both Parties.
- J. Provide Sound Transit with timely access to public City records and plans.
- K. Work with Sound Transit to provide accessible, accurate, and timely information and to promote public involvement in Sound Transit and City decisions related to the Project.
- L. Provide notice to private utilities of any utility facilities that must be relocated and provide for the enforcement of such notices to relocate.

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

The tasks to be performed by individual City departments and offices are generally described in Exhibit A. Tasks will be performed in support of Sound Transit's

schedule for design review as generally described in Exhibit B.

3.0 DESIGN SUBMITTALS

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

3.1. Level of Completion Defined.

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

- 3.1.1. Early Work Submittals - Submittals that present design refinements of the preliminary station architectural design. The submittals will include drawings and supporting technical information documenting the proposed design.
- 3.1.2. 60%-Complete Submittals - Submittals that are sufficiently complete to illustrate the entire scope of the work under design so that all reviewers can comment on the overall scope of the Project. These submittals shall also include updated cost estimates and geotechnical data. (These submittals are intended to ensure that new, never-before-seen items of significance do not appear for the first time in the 90%-Complete Submittal, excepting new design generated in response to 60% comments.)
- 3.1.3. 90%-Complete Submittals - The submittals that include drawings, special provisions, supplemental technical specifications, updated quantity estimates, and order-of-magnitude cost estimates that are essentially complete with only items of insignificance needing detailing or checking. All calculations shall be completed and checked in accordance with

established quality control procedures. Drawings shall be nearly complete for bidding purposes and shall have incorporated or resolved all comments made during previous design reviews. Unresolved comments shall be identified and addressed to the satisfaction of both Parties.

3.1.4. 100%-Complete Submittals. The submittals that demonstrate all design review comments have been resolved for the purposes of the City's plan approval as confirmed by the City's Designated Representative or other authorized City official in writing.

3.2. City's Standard Plans and Specifications.

Except as further provided in subsection 3.3, the City's Standard Plans and Specifications, 2007 Edition, shall be used for all Project-related work that either (a) affects existing or proposed City infrastructure, or (b) affects, in any way, any utility or other capital facility or asset that is currently owned or controlled by the City or is expected to be maintained by the City. When relevant new code and technical requirements dictate revisions to the City's Standard Plans and Specifications, 2007 Edition, the City will provide Sound Transit with General Special Provisions (GSPs) for incorporation into Sound Transit's contract documents.

3.3. Deviation from City's Standard Specifications.

3.3.1. The City's Designated Representative or other authorized City official, may permit, from time to time, a deviation from the requirements of subsection 3.2 whenever:

- A. Sound Transit has requested such permission in writing and has provided a justification for such request and an explanation for how Sound Transit intends to address anticipated City concerns if such permission were granted, either in whole or in part, and a commitment to fund additional Project costs as required; and
- B. The City's Designated Representative, or other authorized City official, has consulted and reached consensus among the head(s) or designated

representative(s) of each City department and office that has an interest in the matter; and

C. Sound Transit's requested deviation from the City's Standard Plans and Specifications, 2007 Edition, is deemed by such City department and office heads or their designated representatives to be acceptable under the circumstances; and

D. The City's Designated Representative, or other authorized City official, has approved deviation from the requirements of subsection 3.2 in writing.

3.3.2. Any deviations approved by the City under subsection 3.3.1 shall not be used as a precedent for future actions.

3.3.3. If any conflict is discovered between Sound Transit or City work under this University Link Supplement and a City ordinance or other law, code or regulation, the City is legally obligated, and reserves the right, notwithstanding any other provision in this University Link Supplement, to require changes to bring the Project work into compliance with any applicable ordinance, law, code or regulation; provided that as applied to the work to be completed under this University Link Supplement, the City's Standard Plans and Specifications, 2007 Edition, or a deviation authorized pursuant to subsection 3.3 shall control in the event of a conflict between the City's Standard Plans and Specifications, 2007 Edition, and any subsequent revision to the City Standard Plans and Specifications.

3.4. Sound Transit Link Design Criteria

Sound Transit has developed a set of Link Design Criteria (2005 Edition) to be used on each of the Sound Transit civil facilities construction contracts. Any contract specific modification of the Link Design Criteria shall be approved by the Link Change Control Board (CCB) with copies sent to the City for concurrence. The City shall review each Contract Specification package as part of the Sound Transit contract design submittals. If the City requests modification to the Link Contract Specifications for a particular contract

under review, Sound Transit, in conjunction with the City, shall make a determination whether the proposed modification is acceptable to Sound Transit.

3.5. Early Identification and Resolution of Design Issues

- 3.5.1. To expedite design submittal review and to improve product quality, Sound Transit will hold design review and coordination sessions with the Project designers on at least a bi-weekly basis throughout the design phase. Sound Transit will invite the City Designated Representative or other authorized City official(s) to attend when specific items of interest to the City need to be discussed.
- 3.5.2. To ensure the development of the highest quality system, and the most cost-effective resolution of problems, all efforts will be made to identify and resolve major design issues at the earliest possible stage of design development.

3.6. Transmittal and Review of Design Packages

Sound Transit's transmittal and the City's review of Sound Transit's Design Submittals shall proceed as follows:

- 3.6.1. Sound Transit shall submit Project submittals and specifications to the City's Designated Representative, or other authorized City official, for review and comment by various, appropriate City departments and offices. The Designated Representatives of Sound Transit and the City shall determine the method of transmittal and number of copies required for submitting each plan package to the City. Submittals may include electronic and hard copy submittals. Plans shall be submitted in accordance with the City's CADD (Computer Aided Design/Drafting) standards, unless otherwise agreed to by the City.
- 3.6.2. Submittals will be reviewed by SDOT, Seattle City Light (SCL), Seattle Public Utilities (SPU), Seattle Fire Department (Fire) and Seattle Police Department (Police). Sound Transit will apply for Department of Planning

and Development (DPD) permits through separate applications to DPD as described in subsection 3.13 or as part of DPD's regular business operations.

3.6.3. During 2007 and 2008, the City is scheduled to review plans at the Early Work Submittal, 60%-Complete Submittal, and 90%-Complete Submittal stages, as defined by this University Link Supplement and described in Exhibit A.

3.7. Sound Transit Performed Work

3.7.1. Sound Transit or its consultants shall develop the design plans and design documents for the Project.

3.7.2. Sound Transit shall involve the City and seek input in the early stages of design development and throughout the design process.

3.7.3. Sound Transit shall establish a target schedule for submittals and provide it to the City's Designated Representative as soon as such schedule is available.

3.7.4. Sound Transit shall notify the City's Designated Representative fifteen (15) Working Days prior to anticipated plan submittal dates so that City staff can be reallocated to be dedicated to the expeditious review of Sound Transit documents. The City's Designated Representative shall notify City departments of the anticipated plan submittal dates.

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

3.8. Immediate Notice of Incomplete or Insufficient Design Submittals

3.8.1. Each Party recognizes that the incompleteness or insufficiency of any submittal may result in Project delays and require additional expenditures

beyond the budgeted amounts for this Project. To quickly correct incomplete or insufficient submittals, the City's Designated Representative or other authorized City official shall notify Sound Transit immediately if any plan submittal is incomplete or provides insufficient detail for City review. City reviewers will describe the deficiencies in writing in sufficient detail to enable corrections to be made by Sound Transit in a timely and cost effective manner.

3.9. City Review Schedule

- 3.9.1. City review shall begin with receipt of each complete submittal from Sound Transit. The City shall have thirty (30) calendar days to review the Early Work, 60%-, and 90%-Complete Submittals. If more than one plan package is submitted during the same review period and the same City reviewer(s) need to review the multiple packages, the City shall have forty-five (45) calendar days to review each package and Sound Transit shall prioritize these multiple plan packages according to importance to Sound Transit's schedule.
- 3.9.2. If the City's review of any document is a critical path activity on Sound Transit's design schedule, Sound Transit may request that the City complete such review in less time than allowed above. In such cases, Sound Transit shall identify the critical submittal as far in advance as possible, and notify the City of the need for an expedited review. The City's Designated Representative shall allocate sufficient resources to accomplish the review within a mutually agreed upon time period.
- 3.9.3. The City shall return significant comments to Sound Transit for any submittal as soon as they are available, and to the greatest extent possible, will accomplish reviews in fewer Working Days than provided for in this University Link Supplement.

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

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

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

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

3.11.1. The City will submit formal written comments consolidated by SDOT to Sound Transit for each of the Early Work, 60%-, and 90%-Complete Submittals within the timeframe specified in subsection 3.9. Sound Transit must address and respond to every written comment submitted by the City. Depending on the number and magnitude of comments by the City on the 90%-Complete Submittal, Sound Transit shall work with City staff to resolve all issues through, among other means, conducting one-on-one meetings, making additional plan sheet revisions and obtaining approval by concurrence memos or meeting minutes, conducting a key stakeholder group plan review session, or advancing the issue to the next level of administration to resolve the issues in a timely manner. SDOT shall notify Sound Transit in writing when all outstanding design issues have been

resolved based on the 90% - Complete Submittal comments. Both the City and Sound Transit shall work collaboratively to get issues resolved in a timely manner prior to Sound Transit delivering the 100%-Complete Submittal to the City for approval. Approval of the 100%-Complete Submittal is a prerequisite to issuance of the Project Construction Permit by SDOT necessary to fulfill the permitting requirements of the Agreement Between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Transit Project (authorized by Ordinance 119975, as amended).

3.12. Plan Approval and Project Construction Permits

- 3.12.1. Sound Transit must submit a one-week advance notice prior to submitting the 100% - Complete Submittal to SDOT. Sound Transit will submit three (3) half-size plan sets for approval. SDOT will coordinate a final check of the submittal and will provide written concurrence within 15 Working Days of receiving the three plan sets if the 100% - Complete Submittal has adequately addressed the City comments.
- 3.12.2. When written notice of approval of the 100% - Complete Submittal is given to Sound Transit, SDOT will invite Sound Transit to submit drawings with SDOT-assigned vault and serial numbers for signature.
- 3.12.3. The City's costs associated with generating the Project Construction Permit are based on time and materials, and will be reimbursed by Sound Transit through this supplement. A final processing/filing fee will be invoiced by the City to Sound Transit for each construction contract's Project Construction Permit per the Street Use Permit Fee Schedule.

3.13. DPD Review and Issuance of Permits

- 3.13.1. The City and Sound Transit will implement a fast-track permit process for DPD Master Use Permits (MUPs) and building permits for the Project. MUP applications and building permit applications to DPD shall be handled

pursuant to the DPD permitting process described below and in Exhibit A. All other DPD permits (including side-sewer permits, electrical permits, or required permits for mitigation projects or impacted third parties) shall be handled as part of DPD's regular business operations.

3.13.2. Master Use Permits. Sound Transit will seek three separate MUPs for the Capitol Hill Station site, the University of Washington Station site, and the Pine Street Tunnel Boring Machine (TBM) retrieval pit as described in Exhibit A. A shoreline permit will also be required as part of the MUP process for the University of Washington site. An additional MUP may be required for the Montlake Vent Facility.

3.13.3. Building Permits. Sound Transit will seek separate building permits for the Capitol Hill Station site and the University of Washington Station site. Additional building permits may be required for the Montlake Vent Facility and Pine Street TBM retrieval pit. Sound Transit will engage DPD, Fire Department, and other applicable City departments in an early review of applicable codes and seek written concurrence to resolve any code compliance conflicts that affect the Project design. The City will coordinate design review activities to avoid duplication of effort.

4.0 SEATTLE CITY LIGHT SYSTEM ENGINEERING

Seattle City Light (SCL) will conduct design reviews and develop electrical system design concepts and cost estimates to inform Sound Transit design efforts by task orders, as described in Exhibit A. Final electrical design and SCL system improvements will be covered by separate service agreements.

5.0 PROJECT DESIGN TO MINIMIZE IMPACTS

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

5.1. Minimize City Maintenance and Operation Costs

The Project shall be designed to the greatest extent practicable to minimize any increase in City maintenance and operation costs directly caused by the Project. Prior to the issuance of construction permits, Sound Transit and the City shall agree in principle on the delineation of ongoing maintenance and operational responsibilities that are likely to be experienced by the City as a direct result of the Project or operation of the resulting light rail system. Such issues and costs include but are not limited to the reconstruction or realignment of any street, sidewalk, bikeway or utility facility or system; the re-timing or other modifications of existing traffic signals; and the installation of new traffic signal, signage, lane markings, street lighting, sidewalk lighting, or pathway lighting within the construction limits of the Project. Final agreement of maintenance and operation responsibilities for University Link facilities will be documented as supplements to the Central Link Maintenance Agreement.

5.2. Project Design to Minimize Travel and Access Disruptions

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

- 5.2.1. The number of streets in contiguous blocks that are closed or permitted to have severely restricted vehicular or pedestrian traffic during the Project's construction phase is minimized, by construction being undertaken either at varying times of day, in geographic stages, or through other means;
- 5.2.2. Emergency vehicle, utility maintenance vehicle and fire protection vehicle access is preserved to every business and residence directly-affected by the Project construction, and pedestrian access to each such residence, and to each such business during its normal business hours, are preserved at all times;
- 5.2.3. Vehicular access for types of vehicles other than those identified in

subsection 5.2.2 to every residence directly-affected by the Project construction is preserved except when construction requirements necessitate the complete blockage thereof; and

5.2.4. Reasonable prior notice is provided to directly-affected property owners; business tenants and neighborhood residents of any loss or change of access to or from their respective properties, tenancies and residences, indicating the expected duration of such loss or change, and alternatives that are available to those affected by such loss or change.

6.0 REIMBURSEMENTS

6.1. Sound Transit's Maximum Funding Obligation

Sound Transit's maximum funding obligation for the City's services under this University Link Supplement is contained in Exhibit C – Budget. Sound Transit shall not be obligated to reimburse any expenditure in excess of the maximum amount stated in Exhibit C, unless authorization is received from its Board of Directors and upon the execution of a new supplement or an amendment of this University Link Supplement upon such terms and conditions as are approved by the Board. If at any time, and for any reason, the City's costs are projected to exceed the amount covered by this University Link Supplement, the City shall notify Sound Transit without delay.

6.2. Budget

Sound Transit shall reimburse the City for the costs of services delivered and work performed under the Scope of Work of this University Link Supplement. The amounts set forth in the budget provided in Exhibit C, which is attached to this University Link Supplement and incorporated herein by reference, reflect the Parties' best estimates of the amounts that may be required to accomplish the tasks under this University Link Supplement. Sound Transit and the City recognize that the budget for delivering such services and performing such work was developed based on assumptions stated in Exhibit A and information from each Party, and the Parties recognize that reallocation of effort based on actual needs may be necessary to meet Project objectives. The City shall

endeavor to manage the expenditures of departments and offices engaged in work under this University Link Supplement so that the maximum obligation of Sound Transit is not exceeded.

6.3. Reimbursement of City Costs

6.3.1. Principles for Determining Eligible Reimbursable Costs

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

- The costs are directly related to the Project and must be essential to meeting Project objectives and schedule.
- Tasks must clearly add “essential value” to the Project.
- Tasks and the deliverable or product must be clearly described in progress reports and invoices.
- The approach and system used to complete the task should be as efficient and cost-effective as possible (even if it means doing things differently).
- Tasks indirectly related to implementing the Project may be encouraged or supported by Sound Transit, but will not be funded by Sound Transit.
- Tasks will not duplicate an activity already programmed or covered by Sound Transit, another City department, a third party or consultant where possible.
- Reimbursement will not be made for activities that are normally performed by the City in conducting business with other entities in connection with public projects, such as provision of information and/or documents, review of Environmental Impact Statements or other environmental documents that the City would normally perform without charge.

6.4. Task Order Management

For some elements of City work specifically identified in Exhibit A, a task order process will be used to efficiently allocate resources and inform key project and

management decisions in a timely manner. All task orders shall be subject to the terms and conditions of this University Link Supplement including its scope and budget provisions unless a provision is expressly modified by a specific reference to the Supplement section.

6.5. Reallocation of Unexpended Funds

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

6.6. Approval of Excess Expenditures

Sound Transit and the City agree to the following rules for increases in task budgets:

- A. The City may expend up to the total cost of each Task as delineated in Exhibit C.
- B. Before incurring costs in excess of the total cost for any of the budgeted Tasks provided in Exhibit C, the City will request Sound Transit's approval in writing in a timely fashion. Sound Transit must approve the City's request before the City incurs any excess costs for those costs to be eligible for reimbursement.
- C. If, at any time, costs are projected to exceed the budget for any Task due to unforeseen costs or cost increases, the City will take all prudent steps to minimize costs and notify Sound Transit as soon as possible.
- D. When Sound Transit receives the City's notice regarding unforeseen costs or cost increases, Sound Transit shall promptly provide a written response, which may (1) approve or reject the proposed increased expenditure, (2) reduce the Scope of Work for tasks not related to DPD permit approval work as set in subsection 7.3.2, or (3) authorize the use of contingency amounts budgeted for this University Link Supplement. Any expenditure that exceeds the maximum amount authorized for this University Link Supplement shall require further authorization by Sound Transit's Board of Directors.

6.7. Invoicing by City

The City will invoice Sound Transit on a monthly basis. Invoices will be based on actual expenditures, except for the fixed cost associated with DPD expedited services as noted in Exhibit C. The City shall initiate the process for reimbursement of its expenditures by preparing, reviewing and submitting invoices to Sound Transit in accordance with the procedures in this subsection and any other applicable regulations.

6.7.1. The City's invoice shall detail costs incurred for the month by department and Task. Invoices will include a progress report of the work detailed in the invoice, including a narrative of the work performed.

6.7.2. The City shall ensure that expenditures invoiced to Sound Transit are eligible for reimbursement under the terms of this Supplement. Sound Transit may require other financial documents to verify that the expenditures are related to the Project work funded by this Agreement, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the City that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of bills, invoices, expense accounts, and miscellaneous supporting data retained by the City.

6.7.3. Invoices shall bear the name and address of the City's Designated Representative and reference this University Link Supplement. Invoices must be signed by an authorized representative of the City who shall verify that the invoice is accurate, that the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this University Link Supplement.

6.8. Reimbursement by Sound Transit

Monthly reimbursements for eligible expenditures under this University Link Supplement shall be made upon the satisfactory completion of the work. Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City

invoice, Sound Transit shall remit the reimbursement for the amount of eligible expenditures.

All reimbursements shall be made under the following procedures:

- 6.8.1. Reimbursement of the eligible costs shall be made upon approval by Sound Transit. All work performed under this Supplement shall be reasonably certified as acceptable by Sound Transit before payment.
- 6.8.2. To be entitled to reimbursement for the satisfactory performance of the work identified in this Supplement, the City must provide documentation of all eligible expenses as required by subsection 6.7 or by the applicable federal requirements. Sound Transit reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this University Link Supplement.
- 6.8.3. Sound Transit shall not transfer nor be obligated to transfer any funds in advance of receipt of a complete and accurate invoice.
- 6.8.4. In the event that Sound Transit reimbursement is delayed beyond forty-five (45) calendar days of receipt of a complete and accurate City invoice, the City shall have the right to charge interest at a rate of 3.5% annually and compounded monthly, accruing from the closing date of the invoice.

6.9. Procedures for Invoicing and Reimbursement.

- 6.9.1. To secure payment, the City shall submit all invoices, required reports, and documentation to Sound Transit Accounts Payable, with notice to the Designated Representative of Sound Transit and Sound Transit Project Control.
- 6.9.2. Reimbursements will be paid to the City to the attention of the Seattle Department of Transportation Accounts Receivable, with notice to the Designated Representative of the City.

7.0 ADMINISTRATION

7.1. Monitoring and Reporting of Progress

The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the Scope of Work and budget for the Project. The City shall provide clear, accurate and detailed progress reports to Sound Transit as part of the City's monthly invoice. The City shall work with Sound Transit to further refine the City's progress reporting, accounting and program management system to ensure useful and descriptive information that complements Sound Transit's project control system. The City and Sound Transit shall provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

7.2. Monitoring and Reporting of Costs

7.2.1. The City's Designated Representative, or other designated City official, will provide detailed cost reports to Sound Transit on a quarterly basis for the purposes of reconciliation as described in subsection 7.3.

7.2.2. The City shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with Sound Transit's FTA funding requirements.

7.3. Reconciliation

7.3.1. Both Parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. Except as set forth in subsection 7.3.2, the Parties will negotiate additional funding or a reduction in services relating to the Project to the extent that such services cannot be performed within the budget specified by Task. Sound Transit will rely on information contained in the City's progress reports to identify changes in the work as reported on by the City in order to have the opportunity to take corrective action or clarify assumed work efforts.

7.3.2. If the cost for Project permit approval work performed by DPD exceeds

the amount identified for MUP/Land Use review or Building Plan review (for which payment is to be on an hourly rate in lieu of value-based construction permit fees) in Exhibit C, Task 3, Sound Transit shall pay the additional charges using contingency or reallocation of uncommitted funds in Exhibit C.

7.4. Availability of Records.

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

7.5. Audit.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City agrees to cooperate fully with Sound Transit's auditor, any independent auditor chosen and retained by Sound Transit for auditing expenditures under this University Link Supplement, or any audit required by the federal funding agency, if applicable. At the time of a federal audit, if required, the City will provide documentation of all costs incurred under this University Link Supplement subject to the availability of records as described in subsection 7.4.

7.6. Third Party Contract Administration

Each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party to this University Link Supplement. All contracts shall comply with all applicable public works

and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

8.0 DISPUTE RESOLUTION PROCESS

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

8.1. General

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

8.2. Notice of Problem or Dispute and Meeting of Designated Representatives

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

8.3. Meeting of Directors

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

8.4. Prerequisites to Litigation

Neither Sound Transit nor the City shall have the right to seek relief under this University Link Supplement in a court of law until and unless each of the procedural steps specified in subsections 8.1, 8.2, and 8.3 have been completed.

9.0 COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

Sound Transit's Project is partially funded by the FTA and is therefore required to include applicable FTA provisions in all of its agreements. The FTA provisions attached as Exhibit D, Federal Funding Requirements, are incorporated herein as though they were set forth in full in the body of this University Link Supplement. The City agrees to comply with the federal funding requirements in Exhibit D, and the City shall include all applicable FTA provisions described in Exhibit D in all third party contracts that are funded under this University Link Supplement, such as procurement, subcontracts or third party contracts for design and construction services. All references to "Consultant" in Exhibit D shall be construed to mean the City and its third-party consultants or contractors (if any). Exhibit D may be modified or revised by Sound Transit from time to time to comply with revised federal requirements or to conform to the nature of the work performed under this University Link Supplement. Sound Transit will provide the City with timely notification of any changes to applicable Federal provisions as currently described in Exhibit D.

10.0 EXERCISE OF CITY'S POLICE POWER

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

11.0 EXTENSION FOR STATE OF EMERGENCY SITUATIONS

Notwithstanding subsection 2.3, the time period required for performance of services under this University Link Supplement, other than due dates for payments for services rendered or work performed by the City, shall be extended to include the length of any delay caused by or resulting from the prohibition or restriction of such action by the State or Federal government, or any fire, earthquake, flood, storm, power failure, major equipment breakdown, war, labor trouble, accident, riot, act of Nature, or other event beyond the reasonable control of the Party obligated to perform such services; provided, that the Party adversely affected by such condition shall promptly advise the other Party, in writing, of the occurrence of an event of force majeure and make a reasonable attempt to satisfy its obligations hereunder notwithstanding the event of force majeure.

12.0 LEGAL RELATIONS

12.1. Indemnification

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

that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party. This indemnification shall survive the expiration or earlier termination of this Agreement.

12.2. Venue

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

12.3. Effective Date

This University Link Supplement shall be effective upon execution of this supplement.

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

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



Joni Earl, Chief Executive Officer

Date: *5-21-07*

Approved as to form:

By: 
Sound Transit Legal Counsel

Authorized by Motion: *M2007-37*

THE CITY OF SEATTLE



Grace Crunican, Director
Seattle Department of Transportation

Date: *May 16 2007*

Authorized by Ordinance _____

Exhibits: Exhibit A - Scope of Work
 Exhibit B - Schedule
 Exhibit C - Budget
 Exhibit D - Federal Funding Requirements

STATE OF WASHINGTON)

) ss. (Acknowledgment for The City of Seattle)

COUNTY OF KING)

On this 16th day of May, 2007, before me, personally appeared Grace Crunican, to me known to be the Director of Seattle Department of Transportation of The City of Seattle, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

Larry Huggins
(Signature)

LARRY HUGGINS
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at Redmond, WA
My appointment expires 03-02-11



STATE OF WASHINGTON)

) ss. (Acknowledgment for Sound Transit)

COUNTY OF KING)

On this 21st day of May, 2007, before me, personally appeared Joni Earl, to me known to be the Chief Executive Officer of the Central Puget Sound Regional Transit Authority, who executed the foregoing agreement, and acknowledged the same to be the free and voluntary act and deed of Sound Transit for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said agreement.

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

Daphne Cross
(Signature)

Daphne Cross
(Printed or typed name of Notary Public)

Notary Public in and for the State of Washington, residing at Seattle
My appointment expires 9-29-10





Exhibit A

SCOPE OF WORK

UNIVERSITY LINK SUPPLEMENT

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

April 26, 2007

Introduction

This Scope of Work describes City of Seattle ("City") tasks and deliverables necessary to facilitate Sound Transit's final design of the University Link extension of the Initial Segment of the Central Link Light Rail Project. Under this University Link Supplement, the City agrees to provide project management, expedited design review, expedited permit processing, utility engineering studies, and other design support services. The Scope of Work was developed based on past experience with the Initial Segment and on the recognition of differences between the Initial Segment and the Project.

The Scope of Work defined in this Supplement will commence upon execution of the University Link Supplement and will be funded through December 31, 2008 unless otherwise agreed by both Parties. Modifications to this Scope of Work to meet the needs of the Project may be made by mutual agreement between the Parties as described in the University Link Supplement, which this Exhibit A is a part of, by reference.

Scope of Work

Task 1 – Core Team Project Management

The Seattle Department of Transportation will provide the City's Core Team management of University Link design review. The team is comprised of the City's University Link Program Manager, Design Review and Permitting Manager, and project control staff. **SDOT's University Link Core Team** will:

- Provide management, oversight and coordination of Project-related City activities to help ensure services are provided in an efficient and effective manner.
- Coordinate City-wide design review and permitting activities.
- Issue Project Construction Permits to satisfy the permitting requirements of the agreement authorized by Ordinance 119975, as amended.
- Facilitate resolution of Project policy and design issues.
- Manage the City's University Link Supplement budget and administer monthly progress reporting, monthly invoicing, and other City financial accounting responsibilities.
- Provide a coordinated point of contact for Sound Transit.

Task 2 – Design Review

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

City design review activities under this task support the issuance of the overarching Project Construction Permits and will involve the Seattle Department of Transportation (SDOT), Seattle Public Utilities (SPU), the Seattle Fire Department (SFD), the Seattle Police Department (SPD), and consultants retained by the

City. Design review will be coordinated by SDOT with Department of Planning and Development (DPD) and Seattle City Light (SCL) reviews provided under Tasks 3 and 4 below.

Departmental Managers will coordinate the activities of their departments and represent their departments on all University Link matters. A **Departmental Manager** will:

- Oversee his/her department's activities as defined in this University Link Supplement.
- Ensure that the City has done whatever it reasonably can do to help Sound Transit become permit-ready.
- Serve as his/her department's liaison to Sound Transit.
- Manage resolution of design, permitting and real estate issues.
- Coordinate notification of private utilities about relocation.
- Provide fiscal management of his/her department's activities.
- Participate in Sound Transit design meetings and committees to further project implementation as needed, including Fire Life Safety Committee and Permit Management Work Group.

Under this task:

- SDOT will contract a Geotechnical Consultant for review of geotechnical investigations and recommendations, including settlement impacts to City infrastructure.
- SFD will participate in the development of national standards related to fire protection and life safety of light rail through the NFPA 130 Technical Committee on Fixed Guideway Transit Systems.
- SPD will assist Sound Transit in planning and preparing for Sound Transit's law enforcement needs as they relate to Project construction and future operations.
- SPD will promote Crime Prevention through Environmental Design (CPTED) by incorporating CPTED considerations in SPD's review comments.

The applicable City departments will review the Early Work Submittals, 60%-Complete Submittals and 90%-Complete submittals, as listed below. The 100%-Complete Submittals will be transmitted to City reviewers to confirm that all prior 90% review comments submitted to Sound Transit have been addressed for plan approval and subsequent permit issuance.

The specific formal design submittals anticipated under this task are:

- CU210 Advance Utility Relocation – 60%, 90%, 100% submittals
- CU211 Demolition – 60%, 90%, 100% submittals
- CU212 Environmental Mitigation – anticipate separate contractor permits, as appropriate
- CU220 Bored Tunnel & UW Station Excavation – 60%, 90%, 100% submittals
- CU230 Capitol Hill Station Excavation – 60%, 90%, 100% submittals
- CU240 Capitol Hill Station Finishes – Early Work, 60%, 90%, 100% submittals
- CU250 UW Station Finishes – Early Work, 60%, 90%, 100% submittals

- CU260 Trackwork – (no City review anticipated)
- CU820 Maintenance Base Modifications (Civil) – anticipate separate DPD building permit
- CU820 Maintenance Base Modifications (Systems) – anticipate separate DPD electrical permits
- CU822 Signals – anticipate separate DPD electrical permits
- CU823 Communications – anticipate separate DPD electrical permits
- CU827 OCS & Traction Power – anticipate separate DPD electrical permits

Task 3 – DPD Services

Department of Planning and Development (DPD) permits will be required for some elements of the Project. DPD will assist Sound Transit with permit applications to ensure that applications are complete. DPD will provide a timely review of all submittals for compliance with all applicable current City codes including but not limited to: International Code Council (ICC) Family of International Model Codes, Seattle Building Code, Land Use Code, ADA requirements, site drainage, grading, environmentally critical areas, energy codes, and Seattle Design Guidelines for Link Light Rail. DPD will facilitate resolution of permit issues with other City departments as needed.

DPD Permits

Under this task, DPD permit applications are anticipated for:

- Land use approvals (Master Use Permits and Shoreline Permit) for 3 construction and station sites including University of Washington Station, Capitol Hill Station, and Pine Street TBM retrieval pit.
- Phased building permits (including demolition, excavation and shoring methods and station finishes) for 2 station sites for the University of Washington Station and Capitol Hill Station. In addition, a building permit (excavation and shoring) is anticipated for the Pine Street TBM retrieval pit.

Master Use Permits (MUPs), including Shoreline Permit

DPD will endeavor to meet Sound Transit's schedule for permit approvals for the Project and will:

- Issue all MUP project numbers upon receipt of preliminary application forms.
- Accept Plot Plans with the best available Sound Transit survey description when the Seattle Engineer's Maps lack sufficient information.
- Ensure delivery of Pre-Application Site Visit Request Forms and Plot Plans to the Site Development Desk in a timely manner.
- Issue a Site Inspection Report within 5 to 10 working days after receipt of the Pre-Application Site Visit Request Form and Plot Plan.
- Endeavor to schedule MUP Intake Appointments within 5 to 10 working days of receiving the request from Sound Transit contingent upon receipt of a completed Site Inspection Report.
- Accept MUP applications at Intake although Plot Plan issues remain unresolved.
- Work with Sound Transit staff, consultants, and legal advisors on resolving Plot Plan issues during the MUP review process to avoid delay in MUP issuance.
- Determine whether MUP applications are complete within two weeks of Sound Transit submitting the MUP applications.

- Notify Sound Transit promptly of the need for changes or additional information, and maintain regular communication with Sound Transit staff, during the permit process.
- Issue a MUP decision within four months after the City-required public comment period has expired.
- Provide Sound Transit draft MUP decisions and notices of applications for review prior to publishing.

Building Permits

DPD will endeavor to meet Sound Transit's schedule for permit approvals for the Project. Under this task:

- Sound Transit will engage DPD and the Fire Department early in the design process to identify potential code conflict and interpretation issues. Signed letters of concurrence will be used by the Parties to document code interpretation decisions and provide guidance for Sound Transit's design.
- Sound Transit will submit shoring plans for the construction sites for Phase 1 building permits at 60% design. DPD will provide review of these shoring plans within 4 weeks of receiving a full and complete submittal.
- Sound Transit will submit building plans for the stations for Phase 2 building permit at 90% design. DPD will provide review of these building plans within 4 weeks of receiving a full and complete submittal.
- Sound Transit and DPD anticipate that early identification and discussion of code issues will result in a shorter correction period. DPD reviewers will be encouraged to inform Sound Transit of any concerns early in the review period.
- The City will coordinate permit review between DPD building permits and SDOT Project Construction Permits to avoid duplication of review efforts.

DPD Staff Assignments

DPD will assign experienced staff to the Project. DPD personnel assigned to the Project are responsible for prioritizing Project work within the department, anticipating and responding to priorities identified by Sound Transit, coordinating with Sound Transit if Project priorities change, and helping to resolve issues (including those that cross DPD divisions and City department jurisdictions) to facilitate Sound Transit's ability to submit complete applications that meet the City's requirements. Project work will be the highest priority of these staff when Project work is pending. Appropriate DPD staff will participate in regular permit coordination meetings with Sound Transit staff and consultants, as needed, to ensure close Project coordination. Sound Transit may request that DPD expedite review of a specific submittal critical to the project, in which case DPD will make that submittal the highest priority for review.

Expedited Permit Processing

It is in the mutual interest of the Parties to ensure timely Project design reviews and expedited permit processing. Sound Transit and DPD have agreed to an "Expedited Services" work approach that will allow DPD to provide priority staffing and services to Sound Transit for the University Link Project. Expedited permit processing applies to the Master Use Permits, building permits, and other DPD-issued permits and reviews identified in this scope of work.

Light Rail Review Panel

The Light Rail Review Panel (LRRP) will review the Project on behalf of the City's Design, Planning, and Arts Commissions. Sound Transit will present Early Work, 60%, and 90% station architectural plans and station artwork proposals to LRRP for review. Staff time to support and coordinate LRRP's review will be charged under this Task.

Noise Abatement Program Support

Sound Transit intends to seek noise variances for the construction of University Link. DPD Noise Abatement Program staff will assist Sound Transit in developing the Project's approach to noise abatement and preparing applications for noise variances. Actual processing of noise variance submittals will be handled outside this agreement.

Other DPD Permits

Issuance of DPD permits other than the Master Use Permits and building permits described above are not included under the scope of this task. These are anticipated to be handled as regular DPD business, and include:

- Noise variances for construction
- Building permits for Maintenance Base modifications
- Electrical permits
- Side-sewer capping and installation permits
- Permits associated with University of Washington mitigation projects
- Permits associated with future redevelopment of Sound Transit property

Task 4 – SCL Design Review and System Engineering Services

Sound Transit and the City jointly recognize the need to evaluate Seattle City Light (SCL) infrastructure and the ability to provide adequate utility service during the construction and operation of University Link. Under this task, SCL will:

- Support Sound Transit's early work on utility impacts.
- Review Sound Transit's civil designs for impacts to SCL infrastructure, including potential relocations and protect-in-place mitigation strategies.

In addition, SCL will undertake system engineering studies to identify service options based on Sound Transit service needs. System engineering work will be managed by task order to allow key Project and management decisions to be made and inform subsequent task orders. Initial task orders will focus on:

- Identifying potential points of contact for Sound Transit connections for temporary construction (TBM) and permanent operational (TPSS and station) needs.
- Evaluating substation capacity and potential power routes to deliver power for construction and operation.

Subsequent task orders will focus on conceptual SCL engineering to identify:

- Preliminary concept and cost estimate for feeder and substation service.
- Final concept and cost estimate for feeder and substation service.

SCL's Departmental Manager will:

- Manage the planning, design review, and cost estimating of electrical transmission and distribution system relocations along the Project alignment.
- Coordinate services among SCL's three service centers, power stations, and systems planning office, various City departments, and Sound Transit to efficiently and safely design and construct necessary improvements in support of the Project.

Basis of Scope and Budget Estimate

The City and Sound Transit have developed the Scope of Work and budget based on experience with the Initial Segment of Central Link Light Rail and understanding of Sound Transit's University Link design process, current design contract packaging and the anticipated Project schedule as described in Exhibit B.

The budget represents the Parties' best estimate for completing the Scope of Work, but does not represent a fixed fee commitment to complete the Scope of Work. The City will endeavor to manage the Scope of Work within the budget. A budget contingency has been established for this agreement and will be managed by Sound Transit to ensure that any higher or unanticipated City expenses (pre-approved by Sound Transit) can be reimbursed within the total budget amount described in Exhibit C.

Assumptions

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

- These estimates are for work to be performed in direct support of the Project.
- Geotechnical information and settlement impacts have not yet been fully determined for the Project. This scope assumes that Departmental Managers and City-retained consultants will review geotechnical and settlement reports for impacts to City infrastructure. The budget does not include the development of significant settlement monitoring and mitigation measures, should these efforts prove necessary.
- Estimates are based on the Parties adhering to the definitions of Early Work, 60%-, and 90%-Complete Submittal as outlined in the University Link Supplement.
- Estimates assume that value engineering proposals to eliminate the Montlake Vent Facility will be successful.
- Budgets reflect anticipated 2007 hourly rates and overhead charges inflated by 3% for 2008.
- Formal design submittals and reviews will transpire in substantial compliance with the anticipated schedule provided in Exhibit B.
- Estimates assume that no Parks Department facilities will be directly impacted by University Link construction activities.
- Real estate transactions for easements or subsurface rights on City-owned property that is not street right-of-way will be handled outside the scope of this agreement.

- SCL budget estimates assume:
 - Sound Transit will provide construction and operation load characteristics for supply studies.
 - Final electrical design is not covered in this Scope of Work.
 - SCL support for the contract bid process or construction services is not included in this Scope of Work.

- DPD budget estimates assume:
 - Sound Transit will fund “Expedited Services” as detailed in Exhibit C.
 - Fees for MUPs are based on standard DPD hourly MUP review rates as detailed in Exhibit C.
 - Fees for building permits will be charged on an hourly time and materials basis in lieu of value-based construction fees.
 - Sound Transit shall pay fees for other types of permits according to the DPD Fee Ordinance. The fees for these permits are not a part of the funding described in this agreement, and include but are not limited to the following:
 - Noise variances for construction
 - Building permits for Maintenance Base modifications
 - Shoreline permit
 - Electrical permits
 - Side-sewer capping and installation permits
 - Permits associated with University of Washington mitigation projects
 - Permits associated with future redevelopment of Sound Transit property.
 - Resources for inspections during construction, or other building plan review support after correction notices are issued, will be negotiated as part of a future construction services agreement.

Budget and Contingency

The budget for each Task of this University Link Supplement is described in Exhibit C. A contingency of 10% was included in the total budget for the Supplement. The reallocation of uncommitted funds between tasks is allowed subject to prior written approval by Sound Transit. The use of contingency is subject to written approval by Sound Transit.

Exhibit C - Budget
University Link Supplement to the MOA for Intergovernmental Cooperation

April 26, 2007

	FTE*		Hours		Assumed Rate**		Estimated Cost		Total
	2007	2008	2007	2008	2007	2008	2007	2008	
Task 1 – Core Team Program Management									
U-Link Program Manager	0.5	0.5	885	885	\$ 95.00	\$ 97.85	\$ 84,075	\$ 86,597	
U-Link Design Manager	0.5	0.5	885	885	\$ 115.00	\$ 118.45	\$101,775	\$104,828	
Agreement Administration	0.2	0.2	354	354	\$ 85.00	\$ 87.55	\$ 30,090	\$ 30,993	
Task 1 Totals							\$215,940	\$222,418	\$ 438,358
Task 2 – Design Review									
SDOT									
Staff Resources (Traffic, Signals)			100	300	\$ 110.00	\$ 113.30	\$ 11,000	\$ 33,990	
Structural/Geotech Consultant							\$ 50,000		
SDOT Subtotal									\$ 94,990
SPU									
Project Management			330	330	\$ 115.00	\$ 118.45	\$ 37,950	\$ 39,089	
Engineering Design			660	660	\$ 100.00	\$ 103.00	\$ 66,000	\$ 67,980	
Materials Lab			80	80	\$ 100.00	\$ 103.00	\$ 8,000	\$ 8,240	
Customer Service			70	70	\$ 100.00	\$ 103.00	\$ 7,000	\$ 7,210	
Real Property				60	\$ 100.00	\$ 103.00	\$ -	\$ 6,180	
Construction Management				55	\$ 100.00	\$ 103.00	\$ -	\$ 5,665	
Technical Resources			65		\$ 100.00	\$ 103.00	\$ 6,500	\$ -	
Survey			60		\$ 100.00	\$ 103.00	\$ 6,000	\$ -	
Water Operations			145	145	\$ 100.00	\$ 103.00	\$ 14,500	\$ 14,935	
DWW Operations			40	40	\$ 100.00	\$ 103.00	\$ 4,000	\$ 4,120	
Utility Business Operations			50	50	\$ 100.00	\$ 103.00	\$ 5,000	\$ 5,150	
Consultant							\$ 50,000		
SPU Subtotal									\$ 363,519
Fire									
Asst Fire Chief	0.25	0.25	442.5	442.5	\$ 80.00	\$ 82.40	\$ 35,400	\$ 36,462	
Fire Protection Engineer	0.25	0.25	442.5	442.5	\$ 80.00	\$ 82.40	\$ 35,400	\$ 36,462	
Fire Subtotal									\$ 143,724
Police									
Design Review and F&LS	0.1	0.1	177	177	\$ 90.00	\$ 92.70	\$ 15,930	\$ 16,408	
Task 2 Totals							\$352,680	\$281,890	\$ 634,570
Task 3 – DPD Services									
Project Management	0.1	0.1	177	177	\$ 108.00	\$ 111.24	\$ 19,116	\$ 19,689	
MUP/Land Use review***			150	150	\$ 250.00	\$ 250.00	\$ 37,500	\$ 37,500	
Building Plan review***				240	\$ 108.00	\$ 111.24	\$ -	\$ 26,698	
Expedited Service (fixed cost)****			1040	2600	\$ 108.00	\$ 111.24	\$112,320	\$289,224	
Light Rail Review Panel staffing			125	125	\$ 108.00	\$ 111.24	\$ 13,500	\$ 13,905	
Noise Abatement Program support			100	100	\$ 108.00	\$ 111.24	\$ 10,800	\$ 11,124	
Task 3 Totals							\$193,236	\$398,140	\$ 591,376
Task 4 – SCL Services									
Early Work Support			150		\$ 95.00	\$ 97.85	\$ 14,250	\$ -	
Review Design Packages			900	900	\$ 95.00	\$ 97.85	\$ 85,500	\$ 88,065	
UW Site System Engineering*****			330	330	\$ 95.00	\$ 97.85	\$ 31,350	\$ 32,291	
Capitol Hill System Engineering*****			330	330	\$ 95.00	\$ 97.85	\$ 31,350	\$ 32,291	
Task 4 Totals							\$162,450	\$162,646	\$ 315,096

Sub-total	\$ 1,979,401
Contingency 10%	\$ 197,940
Supplement Total	\$ 2,177,341

Notes:

- * Assumed 1 FTE = 1770 hours (85% of 2080 full year) for assigned staff.
- ** Assumed Rates are based on 2007 OH rates; 2008 assumes 3% increase for COLA, step increase, etc.
- *** Sound Transit MUPs will be charged according to the DPD fee schedule for time & materials. Sound Transit building permits will be charged on time & materials instead of value-based permit fees.
- **** Expedited service provides for increased DPD capacity in the Applicant Services Center, Land Use Review, and Building Plan Review to meet the schedule needs of Sound Transit. A fixed fee for providing expedited service will be charged on monthly invoices beginning in July 2007. This fixed fee reflects fully loaded 0.5 FTE support in each discipline for the duration of expedited permitting as shown in the table below:

	3Q2007	4Q2007	1Q2008	2Q2008	3Q2008	4Q2008
ASC (July 2007 thru Dec 2008)	260	260	260	260	260	260
Land Use (July 2007 thru June 2008)	260	260	260	260		
Building Plan Review (Jan 2008 thru Dec 2008)			260	260	260	260
Sum of hours by quarter:	520	520	780	780	520	520
	2007 Hours:					1040
	2008 hours:					2600

- ***** System Engineering work under Task 4 will be authorized by task order.

EXHIBIT D – FEDERAL FUNDING REQUIREMENTS
UNIVERSITY LINK SUPPLEMENT TO THE MOA FOR
INTERGOVERNMENTAL COOPERATION

All references to "Consultant" in Exhibit D shall be construed to mean the City and its third-party consultants or contractors (if any).

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1E as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The Consultant is required to comply with all terms and conditions prescribed for third party contracts in these documents.
- B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Consultant agrees to accept all changed requirements that apply to this Agreement.
- C. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, (<http://www.fta.dot.gov/library/admin/checklist/circulars.htm>), as amended and the Master Grant Agreement (<http://www.fta.dot.gov/library/legal/agree.htm>), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- D. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Consultant and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Consultant shall comply with all such requirements.
- E. Copies of the FTA Master Agreement are available from Sound Transit.

2. FEDERAL FUNDING LIMITATION

Consultant understands that funds to pay for Consultant's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and

allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Consultant's services without penalty. Sound Transit shall notify Consultant promptly in writing of the non-allocation, delay, or disapproval of funding. In this event, the Contract will be terminated for convenience in accordance with Termination for Convenience provision.

3. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

4. FEDERAL LOBBYING RESTRICTIONS

- A. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of any Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Consultants and Subconsultants at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Consultant shall submit the "Certification Regarding Lobbying" included in this document. The Consultant's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Consultant, who is in turn responsible for keeping the certification forms of subconsultants. Further, by executing the Agreement, the Consultant agrees to comply with these laws and regulations.
- B. If the Consultant has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Consultant must disclose these activities.

In such a case, the Consultant shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.

- C. The Consultant and any subconsultants shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

5. LOBBYING CERTIFICATION AND DISCLOSURE

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the Consultant shall execute and return the Certification Regarding Lobbying by Consultant form set forth in this Document.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor/Consultant is required to verify that none of the Contractor/Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor/Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. By signing and submitting its Bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from

using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

8. CONSERVATION

The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

9. CLEAN WATER

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. CLEAN AIR

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Agreement unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40018, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS 2116, March 31, 1981.

12. SEISMIC SAFETY

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other subsequent Federal directives that may be issued.

14. ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Consultant agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194. .

15. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

- A. The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Accordingly, by signing this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or services. In addition to other penalties that may be applicable, the Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant, to the extent the Federal Government deems appropriate.
- B. The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001, 31 USC §§ 3801, et seq., and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

16. REPORTING, RECORD RETENTION AND ACCESS

- A. Consultant shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.

- B. Consultant agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. Consultant agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Sound Transit, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the services performed. Consultant shall retain all required records for six (6) years after final payment. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Consultant shall require its subconsultants to also comply with the provisions of this Subparagraph, and shall include the provisions of this Subparagraph in each of its subcontracts.

17. FEDERAL CHANGES

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Sound Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

18. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall ensure compliance by it and its subconsultants with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d), federal Executive Order No. 11246, regulations of the U. S. Department of Labor issued thereunder, the regulations of the federal Department of Transportation issued thereunder, and the Americans with Disabilities Act, as they may be amended from time to time. Accordingly, during the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, creed, sex, sexual orientation, disability, age, or nationality.

- C. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sound Transit or FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of a consultant or subconsultant that is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Sound Transit, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Sound Transit shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
1. Requiring the Consultant to take remedial action to bring the Consultant into compliance;
 2. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or
 3. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- E. The Consultant shall include the provisions of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as Sound Transit or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request Sound Transit to enter into such litigation to protect the interests of Sound Transit and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

CERTIFICATION REGARDING LOBBYING

The undersigned (Consultant) certifies to the best of his or her knowledge or belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Proposer: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM

**CERTIFICATION OF PROPOSER REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Instructions for Certification:

1. By signing and submitting this form, the prospective lower tier participant¹ is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Sound Transit may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Sound Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is

¹ "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of Sound Transit's contracts.

not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

Proposer: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
SDOT	Calvin Chow/684-4652	Stephen Barham/733-9084

Legislation Title:

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority (“Sound Transit”); authorizing execution of the “University Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project”; making appropriations in the 2007 budgets of the Seattle Department of Transportation (SDOT), Department of Planning and Development (DPD), Seattle Fire Department, and Seattle Police Department; accepting funds from Sound Transit; providing for reimbursement by Sound Transit for certain appropriations; adding three sunset positions in the Department of Planning and Development; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

• **Summary of the Legislation:**

This legislation authorizes a University Link Supplement to the Memorandum of Agreement with Sound Transit, providing for City services to support the 3.15 mile extension of Sound Transit’s Central Link Light Rail Project to Capitol Hill and the University of Washington. The University Link Supplement provides for design review, expedited permitting, engineering services and program management support.

• **Background:**

The City has entered into a series of agreements with Sound Transit beginning with an initial Memorandum of Agreement in April of 1998 (Ordinance 118927) for the development of the Central Link Light Rail System in Seattle. Subsequent supplements to that MOA have provided for City design review, permitting, and program management services for the Light Rail Project, all fully reimbursed by Sound Transit. These included the First Supplement to the MOA (Ordinance 119514), the Second Supplement (Ordinance 120120, never executed), the Third Supplement (Ordinance 120363), the Fourth Supplement (Ordinance 120784), and the Fifth Supplement (Ordinance 121310).

In October of 2003, Sound Transit began the construction phase of the Initial Segment of light rail, and the City entered into a new Construction Services Agreement with Sound Transit (Ordinance 121312). Sound Transit continued planning and development work on the North Link extension of light rail, with support from the City under the terms of the Fifth Supplement. In April of 2006, Sound Transit identified the University Link



Project as the next extension of light rail, connecting Downtown Seattle to Capitol Hill and the University of Washington.

The University Link Supplement continues City design review, expedited permitting, engineering support, and program management services for the University Link Project. City staff have worked with Sound Transit to clarify the scope, schedule, and budget for these City services. A future Construction Services Agreement is anticipated for the construction phase of the University Link Project in 2009.

Seattle Department of Transportation has coordinated reimbursements for all departments, providing monthly invoices and progress reports to Sound Transit, and developing interdepartmental agreements with the participating departments outlining tracking and reporting procedures. Seattle Department of Transportation has managed the general project budget and ensured that participating department costs are within budget and correspond to the scope of the agreement.

- Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level	2007 Appropriation	2008 Anticipated Appropriation
Transportation Operating Subfund (10310)	SDOT	Mobility-Operations (17003)	\$131,940	\$256,408
Department of Planning and Development (15700)	DPD	Construction Permit Services (U2300)	\$237,384	\$502,582
Department of Planning and Development (15700)	DPD	Construction Inspections (U23A0)	\$10,800	\$11,124
Department of Planning and Development (15700)	DPD	Land Use Services (U2200)	\$156,192	\$275,443

Department of Planning and Development (15700)	DPD	Planning (U2900)	\$13,500	\$13,905
General Subfund (00100)	SPD	Traffic Enforcement (P6800)	\$15,930	\$16,408
General Subfund (00100)	SFD	Grants & Reimbursable (F6000)	\$70,800	\$72,924
TOTAL			\$636,546	\$1,148,794

Notes:

SPU and SCL anticipated adequate appropriation needs in the 2007 Budget related to University Link; therefore, no appropriations are reflected in the ordinance. SDOT anticipated some appropriation needs in the 2007 Budget related to University Link. This legislation provides for the additional appropriations needed to support the scope of work described in the University Link Supplement. Appropriations for 2008 will be made through the 2007/2008 mid-biennium budget process and are anticipated to equal the 2008 revenue figures identified in the next section.

Significant appropriations for DPD are needed to increase DPD's permitting capacity and provide expedited permitting services for the light rail project. These resources ensure that other property owners and developers applying for permits are not adversely impacted by the need to expedite Sound Transit permits. In the legislation, separate appropriations are made for funds to be reimbursed by Sound Transit and for funds to be supported by DPD fee revenues and the combined appropriation is listed in this table—specifically for the Construction Permit Services (U2300) and Land Use Services (U2200) budget control levels.

Anticipated Revenue/Reimbursement: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*



Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
Transportation Operating Subfund (10310)	SDOT	Sound Transit	\$276,940	\$256,408
Drainage and Wastewater Fund (44010)	SPU	Sound Transit	\$102,475	\$79,285
Water Fund (43000)	SPU	Sound Transit	\$102,475	\$79,284
Light Fund (41000)	SCL	Sound Transit	\$162,450	\$152,646
Department of Planning and Development (15700)	DPD	Sound Transit	\$193,236	\$398,140
Department of Planning and Development (15700)	DPD	DPD Fee Revenues	\$224,640	\$404,914
General Subfund (00100)	SFD	Sound Transit	\$70,800	\$72,924
General Subfund (00100)	SPD	Sound Transit	\$15,930	\$16,408
TOTAL			\$1,148,946	\$1,460,009

Notes:

Anticipated DPD fee revenues that are not directly tied to Sound Transit funding are shown as a separate line item on this table.

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

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.



Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
Permit Process Leader (DPD)	Department of Planning and Development	15700	Full Time	1	1.0 FTE	1	1.0 FTE
Structural Plans Engineer, Senior (DPD)	Department of Planning and Development	15700	Full Time	1	1.0 FTE	1	1.0 FTE
Land Use Planner (DPD)	Department of Planning and Development	15700	Full Time	1	1.0 FTE	1	1.0 FTE
TOTAL				3.0	3.0	3.0	3.0

* List each position separately

** 2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.

Notes:

These positions will be created to allow for expedited processing of permits related to the University Link Light Rail Project, an essential public facility. The University Link project will require Master Use Permits and Building Permits on an expedited schedule. These additional positions will increase DPD's capacity to process permits and ensure that other development projects in the permitting process will not be impacted by the need to expedite Sound Transit's permits. These positions will be jointly funded by Sound Transit and DPD fee revenues. These positions are anticipated to begin in 3Q2007 and end after 4Q2008.

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

These positions support the expedited permit needs of the University Link Project and will be abrogated or explicitly converted to other funding sources as soon as the Sound Transit funding ceases. Sound Transit is anticipated to complete the permit process by the end of 2008. Unanticipated project delays could extend the length of time for which expedited permitting services are required and could require additional funding commitments from Sound Transit.



Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2007 Expenditures	2008 Anticipated Expenditures
TOTAL			n/a	n/a

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

Authorized funding for 2007 will be spent in 2007. Appropriations for 2008 will be made through the 2007/2008 mid-biennium budget process

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

Without this legislation, City departments would be unable to provide expedited permitting services and design review for Sound Transit. The City's conventional permitting processes are unsuited to complex public infrastructure projects such as Sound Transit light rail. Without the adoption of this legislation, the delivery of Sound Transit's University Link Project, an essential public facility, could be compromised or delayed.

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

No reasonable alternatives have been identified.

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

No

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

SDOT anticipates a future separate agreement to provide City support services during construction of Sound Transit's University Link project in 2009.

Please list attachments to the fiscal note below:

None.

STATE OF WASHINGTON - KING COUNTY

--SS.

211829
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

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

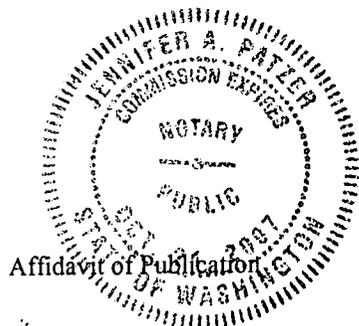
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122399-122405 TITLE

was published on

05/30/07

The amount of the fee charged for the foregoing publication is the sum of \$ 160.43, which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
05/30/07 *[Signature]*
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

ORDINANCE NO. 122400

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"), authorizing execution of the University Link Supplement to the Memorandum of Agreement for Intergovernmental Cooperation (April 20, 1998) between Central Puget Sound Regional Transit Authority (Sound Transit) and The City of Seattle for the Central Link Light Rail Project, making appropriations in the 2007 budgets of the Seattle Department of Transportation (SDOT), Department of Planning and Development (DPD), Seattle Fire Department, and Seattle Police Department, accepting funds from Sound Transit, providing for reimbursement by Sound Transit for certain appropriations, adding three sunset positions in the Department of Planning and Development, and ratifying and confirming certain prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122399

AN ORDINANCE accepting deeds for street and/or alley purposes, establishing, laying off, and widening portions of the following rights-of-way: the alley in Block Pettit's University Addition to the City of Seattle; the alley and also the easement for public sidewalk in Block 39, A.A. Denny's 6th Addition to the Town of Seattle; the alley in Block 11, Heirs of Sarah A. Bell's Addition to the City of Seattle; the alley in Block N, Bell's 5th Addition to the City of Seattle; the alley in Block 44, Denny-Fuhrman Addition to the City of Seattle; the alley in Block 16, Eastern Addition to the Town of Seattle; the alley in Block 11, Bell & Denny's Addition to the City of Seattle; the alley in Block 6, Ross 2nd Addition to the City of Seattle; the alley in Block 2, Omer's Suburban Homes; the alley in Block 32, H. L. Yesler's 1st Addition to the City of Seattle; 5th Avenue NE, in Section 29, Township 26 North, Range 4 East; the alley in Block 5, Sorenson's Addition to the City of Seattle; the alley in Block 4, Stone's Addition to the City of Seattle; the alley in Block 8, Oak Lake, Villa Tracts; the alley in Block 41, Denny & Hoyt's Addition to the City of Seattle; the alley in Block 8, North Park Addition to the City of Seattle; the alley in Block 1, Lucas Addition to the City of Seattle; the alley in Block 26, Bell & Denny's 2nd Addition to the City of Seattle; the alley in Block 25, D. T. Denny's Home Addition to the City of Seattle; accepting various easements for sidewalk purposes and placing the real property conveyed by such deeds and easements under the jurisdiction of the Seattle Department of Transportation (RW T2000-01, RW T2001-15, RW T2000-6a, RW T2000-9, RW T2000-10, RW T2000-12, RW T2000-15, RW T2000-16, RW T2000-17, RW T2000-18, RW T2000-19, RW T2000-20, RW T2000-21, RW T2000-22a, RW T2000-22b, RW T2000-23, RW T2002-01, RW T2002-02, RW T2002-03, RW T2002-04).

ORDINANCE NO. 122403

AN ORDINANCE authorizing the Superintendent of the Department of Parks and Recreation to accept a Quit Claim Deed from the United States of America conveying property at Discovery Park known as the 500 Area to the City of Seattle, placing such property under the jurisdiction of the Department of Parks and Recreation and repealing Ordinance 121936.

ORDINANCE NO. 122402

AN ORDINANCE relating to the Police Department, creating a new regular position, and authorizing the Police Department to execute an agreement with the Seattle Police Foundation; and authorizing the acceptance of reimbursement from the Seattle Police Foundation.

Publication ordered by JUDITH PIPPIN,
City Clerk
Date of publication in the Seattle Daily
Journal of Commerce, May 30, 2007,
5/30(211829)