

SOUND TRANSIT

RESOLUTION NO. R2000-08

A RESOLUTION of the Board of the Central Puget Sound Regional Transit Authority approving a Memorandum of Agreement with the University of Washington related to the purchase of University of Washington property to build a portion of the Central Link Light Rail line on and adjacent to University of Washington-owned property.

WHEREAS, a Regional Transit Authority (“Sound Transit”) was created for the Pierce, King, and Snohomish County region by action of their respective county councils pursuant to RCW 81.112.030; and

WHEREAS, the University of Washington is a Division 1 nationally prominent research university and is an institution of higher education and an agency of the State of Washington; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for Sound Move, the ten-year plan for regional high-capacity transit in the Central Puget Sound Region; and

WHEREAS, one component of Sound Move is an electric light rail connecting some of the state’s largest employment and education centers, highest density residential areas, and highest regional transit ridership areas in the Cities of SeaTac, Tukwila, and Seattle (“Central Link Light Rail”); and

WHEREAS, implementing the light rail element of Sound Move is intended to expand transit capacity within the region’s most dense and congested corridor, provide a practical alternative to driving a car on increasingly congested roadways, support comprehensive land use and transportation planning, provide environmental benefits, and improve mobility for travel-disadvantaged residents in the corridor; and

WHEREAS, a Draft Environmental Impact Statement on the Central Link Light Rail project was issued on December 4, 1998. A Final Environmental Impact Statement was published by Sound Transit on November 5, 1999; and

WHEREAS, on January 5, 2000, the Federal Transit Administration (“FTA”) issued the Record of Decision (“ROD”) declaring the environmental process for the Central Link Light Rail project to be satisfactorily completed; and

WHEREAS, on November 18, 1999, in Resolution No. R99-34, the Sound Transit Board selected an alignment for Central Link Light Rail that includes a tunnel under Portage Bay, under the University of Washington's southwest campus, under the University of Washington's property adjacent to 15th Avenue N.E., and terminating at approximately 15th Avenue N.E. and N.E. 47th Street; and

WHEREAS, as one of the officially designated “centers” in the region’s growth strategy, prepared in accordance with state law, the University District was identified as a major travel destination and trip generator within the region; and

WHEREAS, the Central Link Light Rail project has been designed to serve the University of Washington and the University District, the second-largest transit destination in the state; and

WHEREAS, the Central Link Light Rail line has been designed to improve regional accessibility to the University of Washington's existing facilities, as well as provide increased access for facilities proposed in the University of Washington’s master plan; and

WHEREAS, on September 21, 1999, a partnering letter was signed by the University of Washington President, Seattle Mayor, and Chair of the Sound Transit Board, describing the guiding principles to address siting, design, and construction issues in the University District and the impacts that must be addressed prior to Sound Transit being allowed access to and use of University of Washington property; and

WHEREAS, Sound Transit, as a public transportation provider, has a responsibility to the people of the central Puget Sound region and the state of Washington to provide substantial

new transportation capacity and such increased transportation capacity provided by Sound Transit will contribute enormously to the livability and economic viability of the region and the state; and

WHEREAS, the University of Washington, an institution of higher education authorized by Chapter 28B.20 RCW, has a responsibility to the people of the state of Washington, the region, and the nation, in carrying out its education and research programs and its programs of public service; and

WHEREAS, the planning, design, construction, operation, and maintenance of Central Link Light Rail within the University District will require temporary and permanent access to the property of the University of Washington on and in the area of its Seattle campus; and

WHEREAS, the construction and operation of Central Link Light Rail has been identified as having significant adverse impacts on the University of Washington and its property and will be subject to reasonable mitigation measures as set forth in the (1) the FTA ROD; (2) permits and approvals to be used by the city of Seattle; and (3) the mitigation measures as set forth in this MOA; and

WHEREAS, Sound Transit is submitting this MOA to the FTA as part of its application for a full funding grant agreement from the Federal Transportation Administration to secure federal funds to help build Central Link Light Rail; and

WHEREAS, Sound transit intends to commence construction in the University of Washington campus area in January of 2001; and

WHEREAS, the success of Sound Transit's Central Link Light Rail is dependent upon locating, planning, designing, constructing, operating, and maintaining a light rail system (including alignment, stations, elevators, and entrances) that provides service to the University of Washington's faculty, staff, students, and visitors and to the University District community in a manner that is safe and secure, that maximizes Central Link Light Rail ridership, and that mitigates significant adverse impacts on the University of Washington; and

WHEREAS, the long term regional success of Sound Transit's Central Link Light Rail project is promoted by extension of the system beyond the University District to at least Northgate; and

WHEREAS, Sound Transit is committed to proceeding with construction and securing of additional funding and construction for the Northgate segment of the project; and

WHEREAS, in order to achieve the public missions of both the University of Washington and Sound Transit, both parties desire to enter into this Memorandum of Agreement; and

WHEREAS, both parties recognize the possible need for a subsequent agreement to address certain issues that are not resolved in this Memorandum of Agreement.

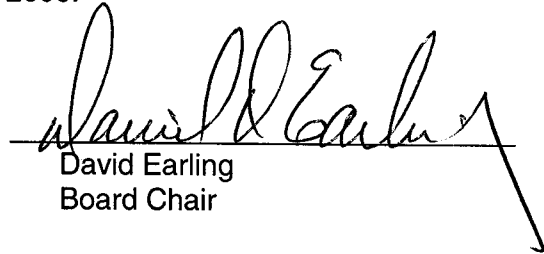
NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority that the Executive Director is authorized to enter into a Memorandum of Agreement between Sound Transit and the University of Washington in accordance with the summary of terms attached hereto as Exhibit A.

The purposes of this Memorandum of Agreement are as follows:

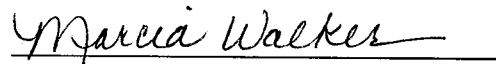
1. To establish the guidelines under which Sound Transit will have access to and use of University of Washington property, including access for appraisals and testing;
2. To identify the specific mitigation measures above and beyond those required by FTA, the city of Seattle, or agencies with regulatory authority, which Sound Transit agrees to provide as part of its effort to address significant impacts which Central Link Light Rail may have on University of Washington facilities and programs;
3. To establish the guidelines by which the University of Washington and Sound Transit will cooperate in the planning, design, construction, operation, and maintenance of Sound Transit's Central Link Light Rail through the University District and in the McClellan Street Station area affecting University of Washington property or programs; and

4. To provide a basis for future agreements coordinating specific programs or projects related to Sound Move and the University of Washington's Transportation Management Plan, as well as the UMCC laundry site.

ADOPTED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on the 25th day of May 2000.


David Earling
Board Chair

ATTEST:



Marcia Walker
Board Administrator

MEMORANDUM OF AGREEMENT

between

SOUND TRANSIT

and the

UNIVERSITY OF WASHINGTON

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This Memorandum of Agreement (“MOA” or “Memorandum”/”Agreement”) is between the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON** (“University”) and the **BOARD OF THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** (“Sound Transit”).

I. RECITALS

1.1 Sound Transit is a governmental entity authorized by Chapters 81.104 and 81.112 RCW to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties. The University is a Division 1 nationally prominent research university and is an institution of higher education and an agency of the State of Washington.

1.2 Sound Move, Sound Transit’s regional high capacity transit program that includes the Link light rail investment, is an integral part of the central Puget Sound region’s Metropolitan Transportation Plan (“MTP”) and is defined as a system of statewide significance under RCW 47.06.140. In response to federal law, the MTP is a legal document specifying the region’s intended long-range transportation investments. These long-range investments provide the basis from which a determination of the region’s compliance with the federal Clean Air Act is made. The 1995 MTP has been found to conform to the Clean Air Act. Implicit in this finding is a presumption that the investments will be made, and their schedule for implementation will occur, as defined in the 1995 MTP. Any major deviation from this schedule could jeopardize the region’s ability to demonstrate continued air quality conformity and could jeopardize all federal funding flowing into the region.

In response to state law, the MTP supports Vision 2020, the adopted regional land use plan required under the State’s Growth Management Act. All local governments within the region are required to have adopted transportation elements as part of their local comprehensive plans consistent with the MTP. The region’s local governments have adhered to state law by providing for Sound Transit’s facilities and services in their local plans.

Finally, as one of the officially designated “centers” in the region’s growth strategy, prepared in accordance with state law, the University District was identified as a major travel destination and trip generator within the region. The schedule of improvements identified in Sound Transit’s regional high capacity transit program were purposefully intended to improve accessibility between this major center and other parts of the region. From both a regional transportation system performance perspective, and an emissions reduction perspective for clean air purposes, the Sound Transit investments identified in the Sound Transit System Plan and the MTP along with their planned phasing are critical.

1.3 The Link System is designed to increase the number of people travelling to and from the University property on transit. It is designed to improve regional accessibility to the University’s existing facilities, as well as to provide increased access for facilities proposed in the University’s Master Plan. For riders to and from the University property, Link is designed to provide substantially greater capacity to more people, more reliable and higher frequency service, as well as shorter travel times.

1.4 On September 21, 1999, a partnering letter was signed by the University president, Seattle mayor, and chair of the Sound Transit Board, describing the guiding principles to address siting, design and construction issues in the University District and the impacts that must be addressed prior to Sound Transit being allowed access to and use of University property.

1.5 A Draft Environmental Impact Statement on the Link Project was issued on December 4, 1998. A Final Environmental Impact Statement was published by Sound Transit on November 5, 1999. On November 18, 1999, in Resolution No. R99-34, the Sound Transit Board of Directors selected an alignment for Link that includes a tunnel under Portage Bay, under the University's Southwest Campus, under the University's property adjacent to 15th Ave. NE, and terminating at approximately 15th Ave. NE and NE 47th Street. During the review process, the University submitted comment letters to Sound Transit identifying impacts to the University and concerns with the proposed alignments. With regard to the planning, design and construction of the segment of Link from the University District to Northgate, Sound Transit resolved to select an alignment no later than Spring 2000 and to seek Federal Transit Administration approval to proceed with final design in concert with the rest of the project.

1.6 On January 5, 2000, the Federal Transit Administration ("FTA") issued the Record of Decision ("ROD") declaring the environmental process for the Link Project to be satisfactorily completed. The ROD was based on the extensive environmental review and analysis of the Link project. The ROD includes a comprehensive list of mitigation measures. The City of Seattle ("City") is currently beginning to process permit applications required for the construction and operation of the Link system within City limits, including on and around University property. These City permits will require, as conditions of approval, that Sound Transit accomplish additional mitigation of Link's impacts on and in the vicinity of the University property. Independently, the University is also reviewing Sound Transit's plans under its authority as the state agency with full control over the property of the University. The conditions set by this MOA are in addition to those required by the ROD and any City of Seattle permit.

1.7 Sound Transit, as a public transportation provider, has a responsibility to the people of the central Puget Sound region and the State of Washington to provide substantial new transportation capacity. This increased transportation capacity provided by Sound Transit will contribute enormously to the livability and economic viability of the region and the state.

1.8 The University, an institution of higher education authorized by Chapter 28B.20 RCW, has a responsibility to the people of the State of Washington, the region and the nation, in carrying out its education and research programs and its programs of public service. The presence of the University of Washington within the City of Seattle contributes enormously to the cultural, social and economic well being of the City. The University of Washington Board of Regents ("Regents"), under RCW 28B.20.130(1) has full control of the property of the University.

1.9 The University is a premiere research university, and research is fundamental to the University's mission. Research is essential to the University's academic excellence, intrinsic to the University's teaching mission, and is the foundation for the University's service to the community. Increased access for undergraduates and graduates to research is an important

objective for the University. There are also significant economic benefits that flow from University research, which attracts more than \$600 million each year to the regional economy. The University is the first among all public universities in the country, and second among all public and private universities, in receiving federal funds for scientific research.

One of the University's primary strengths is the ability of Nobel-Prize winning Life Sciences and Physics faculty to remain in the forefront of advancing the limits of precision measurement. The state of the art laboratories housed on campus in the Health Sciences and Physics-Astronomy buildings further solidify the University's renown as a teaching and research institution. The world class reputation of the University research facilities, and the researchers those facilities attract, are integral to the undergraduate and graduate experience at the University. Protecting these facilities is critical to continued success in receiving outside funding for experimental work. The University has devoted millions of public dollars in capital investments to support research on campus. That includes money spent to create buildings with state of the art ability to conduct sensitive experiments.

1.10 The University employs approximately 20,000 faculty and staff in Seattle. Approximately 35,000 students attend the University of Washington in Seattle. The University District is the second largest employment center on the Link route and a substantial number of faculty, staff and students live north of the ship canal. The University is engaged in a campus master planning effort to plan for a projected growth of approximately 10,000 additional faculty, staff, and students at the Seattle campus in the 2002-2012 period. The Capital and Space Planning Office has identified the need for approximately three million gross square feet of new building space for the 2002-2012 timeframe. This planned growth is a direct result of the University's efforts to meet the educational needs of an expanding population and to maintain and enhance the facilities that contribute to educational excellence.

1.11 The University property addressed by this Agreement includes the University of Washington Medical Center's (UWMC) Consolidated Laundry, a UWMC-owned commercial building, and associated parking, located at 2901 27th Ave. S. (collectively, the "UWMC Laundry site"). The UWMC Laundry site may be permanently impacted by the placement of a single Sound Transit guideway column at the corner of the Laundry property near the McClellan Street Station and by Sound Transit's acquisition of some of the parking area for location of the light rail system and the McClellan Street Station. In addition, there may be impacts related to construction and operation of the McClellan Street Station, including but not limited to traffic, dust, and emissions. The guideway column placement may result in the loss of as many as two parking spaces and the placement of the McClellan Street Station may result in the loss of additional parking spaces. On November 5, 1999 Sound Transit sent a letter to the Director of the University's Consolidated Laundry agreeing to enter into an MOA to address operational and construction impact concerns of the Laundry, and another letter to the University of Washington Medical Center (UWMC) stating that Sound Transit would work on alternative bus facility locations to the DEIS alternative. The DEIS on the Link includes an elevated platform and bus facilities at the McClellan Street Station adjacent to the UWMC Laundry site. The UWMC Laundry provides critical laundry services to the University of Washington Medical Center, University of Washington campus, Harborview Medical Center, Group Health Cooperative, the Veteran's Administration Hospital and the UWMC commercial building is an important revenue source for the UWMC. The UWMC Laundry employs approximately 100 people many of

whom are local residents. The Laundry located in the area at the request of the City and it represents some of the higher wage jobs in the local area, and the operations of the Laundry and the use of the commercial building at the site are expected to result in expanded employment opportunities.

1.12 The planning, design, construction, operation, and maintenance of Link within the University District will require temporary and permanent access to the property of the University on and in the area of its Seattle campus.

1.13 The construction and operation of Link has been identified as having significant adverse impacts on the University and its property and will be subject to reasonable mitigation measures as set forth in (1) the FTA ROD; (2) permits and approvals to be issued by the City of Seattle; and (3) the mitigation measures as set forth in this MOA.

1.14 The parties seek to use their respective tax dollars as efficiently and effectively as possible, to leverage additional federal funding, to protect access to education for University students, to protect the ability of the University to grow, and to protect research capabilities of the University. The mitigation measures in this MOA balance the University's unique needs with Sound Transit's limited resources.

1.15 Sound Transit is submitting this MOA to the FTA as part of its application for a Full Funding Grant Agreement from the Federal Transportation Administration to secure federal funds to help build Link. Sound Transit intends to commence construction in the University campus area in January of 2001.

1.16 The success of Sound Transit's Link is dependent upon locating, planning, designing, constructing, operating, and maintaining a light rail system (including alignment, stations, elevators, and entrances) that provides service to the University's faculty, staff, students, and visitors, and to the University District community in a manner that is safe and secure, that maximizes Link ridership, and that mitigates significant adverse impacts on the University.

1.17 The long-term regional success of Sound Transit's Link is promoted by extension of the system beyond the University District to at least Northgate in order to a) provide additional access to the University District and the University campus for District employees and University faculty, staff and students residing north of 45th Street and b) reduce congestion in Seattle's two major employment centers, downtown and the University District. Both Sound Transit and the University are committed to working together to ensure that light rail is extended to Northgate as soon as possible. Sound Transit is committed to proceeding with construction and securing of additional funding and construction for the Northgate segment of the project. Attached at Appendix G is a document reflecting Sound Transit's present strategy and commitments to secure this funding.

1.18 The successful operation and maintenance of Sound Transit's Link require cooperation among Sound Transit, the University, the City of Seattle, and King County to implement Link and to provide a seamless and efficient transportation system serving the University ridership and University District community.

1.19 In order to achieve the public missions of both the University and Sound Transit, the parties desire to enter into this Memorandum of Agreement. The parties recognize the possible need for a subsequent agreement (“Final Agreement”) to address certain issues that are not resolved in this Agreement, as provided in Article VIII to this Agreement.

1.20 In consideration of mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows.

II. PURPOSE

The purposes of this Memorandum of Agreement are as follows:

2.1 To establish the guidelines under which Sound Transit will have access to and use of University property, including access for appraisals and testing;

2.2 To identify the specific mitigation measures above and beyond those required by FTA, the City of Seattle, or agencies with regulatory authority, which Sound Transit agrees to provide as part of its effort to address significant impacts which Link may have on University facilities and programs;

2.3 To establish the guidelines by which the University and Sound Transit will cooperate in the planning, design, construction, operation, and maintenance of Sound Transit’s Link through the University District and in the McClellan Street Station area affecting University property or programs; and

2.4 To provide a basis for future agreements coordinating specific programs or projects related to *Sound Move* and the University’s Transportation Management Plan, as well as the UWMC Laundry site.

III. AGREEMENT

3.1 This Agreement applies to the Sound Transit project contained in Resolution No. R99-34 as it affects the property at the University campus and UWMC Laundry site which are operated under the authority of the University of Washington Board of Regents (hereinafter referred to as “University property”). This Agreement applies to all access to and use of University property by Sound Transit or its contractors, including, but not limited to, any temporary or permanent occupation of the land surface, subsurface, or air space.

3.2 The parties agree that the authority provided under this Agreement and the responsibilities imposed in this Agreement will be carried out by both parties in a manner that is reasonable and in good faith, recognizing the individual goals and missions of both parties. The University will not use this Agreement to impose responsibilities or costs on Sound Transit that are unrelated to the impacts of the Link project on the University. Likewise, Sound Transit will not impose responsibilities on the University that are caused by the Link project. Mitigation imposed in the future pursuant to this Agreement will be applied in a manner that is reasonable and will be only to address identified impacts caused by the Sound Transit project. This section

will apply to the implementation of the entire Agreement, including, but not limited to, Article VII.

3.3 This Agreement shall apply to any access to or use of University property by Sound Transit for the purposes of sampling that occurred prior to the execution of this Agreement. Any uncompensated use by Sound Transit of University property prior to the effective date of this Agreement shall be subject to this Agreement.

3.4 Sound Transit shall fully compensate the University for all temporary or permanent use of University property as provided in this Agreement at Article V, provided that the final amount of compensation, whether provided in funds or in kind, will be determined by independent appraisers, as provided for in this Agreement.

3.5 The University hereby approves the rail alignment and station locations related to its campus set forth in the engineering drawings attached at Appendix E. Based on the commitments in this Agreement, the University agrees to allow Sound Transit access to and use of the University property identified in this Agreement. Subject to mutual agreement on a notification process, the University hereby grants Sound Transit access for appraisals and Phase I environmental assessments on the University Property.

3.6 Sound Transit shall have possession and use (“Use”) of the University property and property rights (“Property”) described in Appendix A from and after January 1, 2001 (“Use Date”) and terminating (for temporary property rights only) on January 1, 2007; provided however, that all relocation required at the outset of project construction has occurred by the Use Date of January 1, 2001. The legal description for the portion of University Property required by Sound Transit for the McClellan Street Station is to be provided by May 30, 2000, as set forth in Appendix B, Section 1.6.1.5 and 1.6.1.6; the parties authorize Sound Transit and the University of Washington real estate staff to insert this legal description as an additional appendix to this Agreement when it is identified. The project drawings of the Property are set forth in Appendix D, except for the McClellan Street Station Property, which is set forth at Appendix F. Temporary property rights needed for construction only will cease by January 1, 2007, in the absence of a further agreement by the parties. All provisions of this Agreement, including the mitigation and compensation provisions, shall survive termination of any such temporary possession and use. The six-year period can only be extended with the agreement of the University on terms and conditions to be set forth in a separate agreement. Prior to the end of the six-year period, Sound Transit and the University may negotiate the terms of an extension, if any. Sound Transit’s possession and use of University property shall be subject to the terms and conditions of this Agreement and the property conveyance documents from the University to Sound Transit. Sound Transit’s use of University property shall be without prejudice to the University’s claim for compensation under Article V. In the event the issue of compensation is not resolved prior to the Use Date, the date of valuation shall be the Use Date. Prior to Use Date, Sound Transit shall pay to the University the amount of just compensation determined pursuant to Article V; or, if Article V process has not been concluded, then that amount of just compensation determined by Sound Transit appraiser (“Possession and Use Payment”). The University shall be entitled to interest at 8% per annum to accrue from and after Use Date on compensation not paid by Sound Transit in Possession and Use Payment and payable to University under the provisions of Article V.

3.7 Any displacement of any University facilities, projects, or programs shall be addressed by provisions in Article V relating to property compensation and relocation.

3.8 The significant impacts of Sound Transit's use of University property shall be mitigated as provided for in this Agreement.

3.9 Sound Transit shall use its best efforts to obtain funding for construction of the segment of Link from the University District to Northgate. Sound Transit shall aggressively seek state and federal funding to complete the Northgate segment as set forth in Appendix G.

3.10 Issues of conflict between the University and Sound Transit shall be referred to the appropriate resolution process, as provided for in this Agreement, to reach agreement expeditiously and at the lowest level of hierarchy. The spirit of these discussions will ensure rapid resolution, maximum cooperation, respect for responsibilities, and high integrity of individuals and organizational missions.

3.11 The mitigation required under this Agreement is not inconsistent with the terms of the FTA ROD.

3.12 The University and Sound Transit approve the alignment for the McClellan Street Station location as set forth in Sound Transit's "Option 4," shown in diagram attached as Appendix F and subject to further provisions of this Agreement on compensation in Article V and mitigation in Appendix B. Sound Transit shall have possession and use ("Use") of portions of the UWMC Laundry site subject to a property use description and Use date being mutually agreed upon by the UWMC and Sound Transit, subject to further agreements regarding mitigation as set forth in Appendix B and subject to compensation determined by principles as set forth in Article V below. All provisions of this Agreement shall survive termination of any such possession and use. The provisions of Section 3.6, shall also apply to the Laundry; provided, however, that the Use date and the duration of construction for the portions of the UWMC Laundry site utilized by Sound Transit shall be mutually determined at a later date.

3.13 The University has asked Sound Transit to include in its entire Link system fiber optic lines which would be used solely for educational, research and patient care purposes throughout the region, including K-20 programs. While Sound Transit has no regulatory role in reviewing this request, Sound Transit will support the submittal of an application by the University to the appropriate city, county or other local governmental agency with jurisdiction to approve the proposal, subject to design, technical and financial issues involved with implementing any such request. The parties acknowledge that any inclusion of the proposed fiber optic line and its use as part of the Link system is subject to FTA concurrence. Given the complexity of the issues associated with the University's request, the University and Sound Transit contemplate a separate agreement, following execution of the MOA, dealing with the fiber optic line.

IV. RESERVED CLAIMS

4.1 If the Sound Transit operations, following final construction and after one year of operation, materially damage the property of the University, the University may submit a claim

for damages. Such claim shall be subject to the valuation and dispute resolution process under Article V. With respect to any damages not compensated for in this Agreement, nothing in this Agreement shall prevent the University from asserting legal or equitable claims that the University would be entitled to assert against Sound Transit in the absence of this Agreement, provided, with respect to property damages, that the University shall afford Sound Transit a reasonable opportunity to repair the damage, and the University shall be entitled to seek judicial relief no earlier than one year after the date on which Link operations begin at the 45th Street Station. For any property claim which the University may intend to bring in the future, it will first provide Sound Transit with 90 days notice of any such claim. Sound Transit shall have the 90 day period in which to, should it chose to, cure any such property damage.

4.2 Nothing in this Article IV shall limit the obligation of Sound Transit to promptly repair or pay for repair of physical damage to buildings or improvements (e.g., broken window) on properties not occupied by Sound Transit that are caused by Sound Transit construction.

V. REAL PROPERTY COMPENSATION AND RELOCATION PRINCIPLES

5.1 **Compensation.** The University of Washington will receive just compensation for property taken or damaged by Sound Transit based on the following principles of valuation:

5.1.1 Property and property rights (“Property”) should be valued on the basis of fair market value, which is defined as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;*
- b. both parties are well informed and well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”*

Source: Office of Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f]. In evaluating fair market value, an appraiser is to take into consideration all uses to which the Property is adapted and might in reason be applied.

5.1.2 It is the University's position that in some cases, special purpose value or value in use may be more relevant measures of value for constructed and proposed improvements impacted by the siting of the stations. Examples include the sensitivity of certain buildings to impacts of vibration and noise; the cost of development of University structures (this higher than in the marketplace for similar commercial buildings); and the restrictions and benefits imposed by the University Master Plan overlay. These valuation concepts are as defined below:

Value in Use – A value concept, which is based upon the productivity of an economic good to its owner-user. Value in use may be a valid substitute for market value when the current use is so specialized that it has no demonstrable market and when the use is economic and likely to continue.

Special Purpose Property – A property that is appropriate for one use or a limited number of uses; e.g., a clubhouse, a church property, a public museum, a public school; also, a building that cannot be converted to another use without a large capital investment; e.g., a hospital, a theater, a brewer. In some jurisdictions, courts have specifically defined this term.

Appraisers may, but are not required to, consider such position in the valuation of Property.

5.2 **Temporary Takes.** In the valuation of temporary takes (e.g., construction easements, leases, licenses, or other temporary property interests transferred to Sound Transit), appropriate methods of valuation, including, but not limited to market rate of return, shall be employed in the determination of fair market value.

5.3 **Survey.** All property interests (permanent and temporary) for Sound Transit facilities and uses ("facilities") are to be verified by survey.

5.4 **Damages to Remainder.** The University may claim damages to economic remainders, subject to a before and after analysis employing principles of just compensation identified in Section 5.1.

5.5 **Offset to Just Compensation.** Just compensation will be offset for measurable special benefits to University accruing from the project, if any.

5.6 **Determination of Property Rights Acquired.** Sound Transit shall identify the property rights it proposes to acquire (e.g., fee simple, easement) from the University, considering the least cost alternative and the minimum Property required for facilities. The University shall have final approval over the nature of the property rights to be acquired, and shall take into consideration the least cost alternative and the minimum property required for facilities. However, in the event of a dispute over the location of facilities or property rights to be conveyed to Sound Transit, the dispute shall be resolved under Article X. Sound Transit shall retain the right to possession and use of property pending the resolution of any such dispute. University shall have the first right to repurchase the property acquired from the University at such time as the property is declared surplus by Sound Transit. The repurchase price shall be the lesser of the price paid by Sound Transit to the University, plus 8% per annum, or fair market value. In the event that the price of property has been offset by special benefits, the repurchase

price shall be the price net of special benefit offset. Any repurchase by the University of project property or real property is subject to FTA notice and concurrence. However, providing notice to FTA and obtaining FTA's concurrence regarding repurchase does not negate or diminish the responsibility of Sound Transit to the University under this Article V.

5.7 **Valuation Assumptions and Reports.** Following exchange of reports and any dispute over the determination of just compensation set forth in Section 5.8, the parties shall conduct a mediation before a mediator selected by both parties. In the event mediation does not result in settlement of just compensation identified in Sections 5.1 – 5.6, the parties shall submit to binding arbitration. The arbitrator shall be an MAI practicing in Washington state, mutually selected by the parties.

5.7.1 Parties acknowledge that FTA's evaluation of eligible Federal project cost is not bound by the determination of value or compensation under the Agreement. However, nothing in this section negates or diminishes the responsibility of Sound Transit to the University in this Article V.

5.8 **Timing of Compensation Process.**

5.8.1 The parties and their appraisers shall meet by May 1, 2000 or a mutually agreeable date, to discuss common appraisal assumptions and/or approaches. Further meetings shall be at the discretion of the parties.

5.8.2 Appraisal reports shall be prepared by June 30, 2000. Sound Transit shall submit its first report to the University by July 14, 2000. Following its review of Sound Transit's report(s) and in the event of a dispute by University of just compensation, University shall submit its first report to Sound Transit by July 28, 2000.

5.8.3 Either party may submit the matter to mediation after August 11, 2000. Mediation shall continue until one party declares an impasse, but no later than October 1, 2000.

5.8.4 In the event of arbitration under this Article, the arbitrator shall be selected by November 1, 2000, and arbitration concluded by December 29, 2000.

5.8.5 Sound Transit's payment of arbitration award shall be made within sixty (60) days of the arbitrator's award.

5.8.6 Any schedule set forth in this Section 5.8 may be modified by the mutual, written agreement of both parties.

5.8.7 In the event of a dispute over selection of mediator or arbitrator, the parties shall employ the dispute resolution process of Article X.

5.8.8 Each party shall bear its own costs and fees in mediation or arbitration. The costs and fees of the mediator and arbitrator shall be borne equally by both parties.

5.9 **Relocation.**

5.9.1 **Funding.** Sound Transit shall pay to University actual and reasonable moving and related expenses. Federal funds may be expended to the extent authorized under 49 CFR Part 24, Subpart D of the Uniform Relocation Assistance policies as implemented by Sound Transit Real Property Acquisition and Relocation Policy, Procedures and Guidelines.

5.9.2 **Relocation Assistance.** Sound Transit will assist the University in identifying options and facilities for any periods of temporary relocation of University programs and facilities for those properties in which Sound Transit acquires any interest, including construction staging and construction parking areas (such as the staging area for the Ambulatory Surgery Care facility construction and other University parking areas). Sound Transit shall pay the expenses of the University to find, adapt and move such facilities and programs as needed into replacement facilities. In addition, Sound Transit shall provide for data and communication linkage of relocated programs at its cost. Sound Transit will provide, at its cost, design services, brokerage service, fund relocation planning efforts, and pay the actual and reasonable costs to move and reestablish University programs. In addition, Sound Transit shall pay the cost to move back to the original location such programs or operations that have moved or relocated into temporary spaces or facilities; provided however the obligation to move programs or operations twice shall not apply to properties in which improvements are permanently removed or in which Sound Transit acquires fee interest unless an interim move is necessary to accommodate Sound Transit's schedule. The obligations in this Section 5.9.2 are in addition to, and separate from the obligations of Sound Transit to pay for replacement facilities under Section 5.9.3 and 5.9.4. The parties acknowledge that any participation by FTA in funding relocation costs is limited by 49 Code of Federal Regulations Part 24. However, whether or not FTA participates in funding relocation costs will not diminish the responsibility of Sound Transit to the University under this Article V.

5.9.3 **Replacement Expense – Temporary Facilities.** Sound Transit shall provide replacement facilities, pay rent or other property payments for facilities used by temporarily relocated activities of the University. Such facilities or payments shall be full compensation to the University for the temporarily vacated space, and no further payments for property interests shall be required from Sound Transit; unless Sound Transit acquires a property interest in the temporary vacated space, and in such event Section 5.9.4 shall apply. The University shall use its best efforts to limit use of temporary replacement facilities for displaced programs and operations, and in no event shall such temporary replacement extend beyond the period of Sound Transit's temporary use of property as set forth in Section 3.6.

5.9.4 **Replacement Expense – Permanent Facilities.**

5.9.4.1 Sound Transit shall provide facilities, pay rent or other property payments for activities or programs ("uses") of the University displaced permanently by Sound Transit from currently occupied facilities. The University shall use its best efforts to establish permanent facilities for displaced uses, and in no event shall Sound Transit's obligations hereunder extend beyond the period of Sound Transit's temporary use of property as set forth in Section 3.6. Such facilities or payments shall be credited against Sound Transit's payment obligation as set forth in Section 5.9.4.2.

5.9.4.2 The credit in this Section 5.9.4 shall apply on a parcel specific basis, so that rent for a use displaced from a specific parcel shall be net of the fair market rent for the use located on University parcel from which the use is relocated, as identified in Appendix A. This means that the fair market value of property subject to this section shall be evaluated as if vacant, subject to such offset for special benefit as determined under Sections 5.1 and 5.5. Sound Transit shall only pay the difference between the fair market rent of the use on such parcel and the rent of reasonable replacement property for such use.

VI. PRINCIPLES FOR FUTURE UNIDENTIFIED IMPACTS

6.1 **Principles for Unanticipated Impacts.** To date, a number of significant adverse impacts on the University have been identified. The process by which specific mitigation plans will be developed and subjected to University review and approval is set forth in Article VII and Appendices B and C. The University's approval authority in the mitigation area is set forth below in Article VII. Sound Transit is committed to perform this mitigation by the terms of this Agreement, the ROD, and the conditions anticipated in the various City permits and approvals. Although not presently anticipated, it is possible that prior to the Final Agreement or during the course of construction or operation of the project, Sound Transit and the University will identify additional significant impacts of Link which have not been previously identified. The following principles will govern the development of any additional mitigation. Any dispute as to the appropriateness of or need for additional mitigation not identified in this Agreement will be addressed through the process set forth in Article X.

The use of the term "unanticipated impacts" in this Article is limited to additional impacts that are not within the category of impacts identified in this Agreement, but which may, based on future unanticipated developments, require additional mitigation beyond the mitigation identified in the approved mitigation plans. Although the parties have attempted to identify and evaluate all of the potential impacts, as construction or operation of the Link System proceeds, future significant impacts may be identified which neither party can now meaningfully identify or evaluate. The Regents, the Sound Transit Board, and the City will address any such unknown significant impacts not presently included in this Agreement.

6.1.1 Sound Transit agrees to reasonably mitigate actual or probable significant adverse environmental impacts of its construction activities and facilities. The parties agree that any mitigation measures required by the University are not inconsistent with, nor limited by, the terms and conditions of the ROD and its required mitigation measures and the anticipated FTA Full Funding Grant Agreement ("FFGA").

6.1.2 Once the range of possible mitigation is identified, Sound Transit will identify the mitigation measure it proposes for each long-term project impact. Sound Transit may recommend a preferred method of mitigation that takes into account the needs of the University, the goals of the Sound Transit proposal, the significance of the impact, and the feasibility of mitigation.

6.1.3 The University agrees to give due consideration to Sound Transit's preferred method of mitigation for any new unanticipated impacts identified under this section; however, the University reserves authority, subject to the principles in this section and

Agreement, to determine what level of mitigation any particular impact should receive. The resulting mitigation standard established by the University under this section or any dispute as to the mitigation measure required to meet that standard shall be governed by the dispute resolutions provisions of Article X.

6.2 **Enforcement.** In the event that an unanticipated significant adverse impact occurs causing an imminent threat to health or safety, the University shall have the right to request that work be stopped to the degree necessary for Sound Transit or its Contractor to correct the situation, provided that such request is directed to and implemented by the Project's Resident Engineer. Any dispute shall be subject to Section 7.4.3.

VII. UNIVERSITY'S APPROVAL OF MITIGATION AND DESIGN PLANS AND IMPLEMENTATION

The University's Agreement to allow Sound Transit to construct and operate the Link project on University property is given, subject to the mitigation measures, design criteria and conditions in this Agreement.

7.1 **Regent Approval of Design Plans.** The Regents will have ultimate approval authority on specific design plans required under this Agreement. The required siting and design criteria are set forth in Appendix B. The process for conducting design review and approval is set forth in Section 7.3. The parties agree that the design criteria employed herein and any design decisions made under this Agreement are not inconsistent with, nor limited by, the terms and conditions of the ROD and FFGA.

7.2 **Regent Approval of Mitigation Plans.** The Regents will have ultimate approval authority over specific mitigation and monitoring plans required under this Agreement. The required mitigation conditions are set forth in Appendix C. The process for conducting the review and approval of mitigation plans are set forth in Section 7.3.

7.3 **University Design Approval Process and Mitigation Plan Approval Process.** Whenever Sound Transit is specifically required to submit a design or mitigation plan under this Agreement, the timeline for University review of plans provided in this section shall govern. After Notice-to-Proceed for design and prior to the start of construction, the Design-Build Contractor will be required to provide a design schedule to the University, including the dates for submittals of design development packages.

The process and time frames for review set forth in this Agreement shall proceed as follows. For any design or mitigation plan identified in this Agreement, Sound Transit will at the earliest possible date, and no later than February 15, 2001, provide the University with its best projection as to the anticipated timing of submission of design and mitigation plans. Sound Transit and its Contractor will periodically update this projection. Sound Transit will provide the University with a more specific one week notice prior to actual submission of any plans required under this Agreement. Following submission of a plan, the University staff shall have no more than three working days to review each submittal for completeness. By that time, the University staff will inform Sound Transit whether its submitted plan is, in its view, complete. In the event Sound Transit wishes to, it may then resubmit a plan with additional information. The forty day

review period provided under this Section 7.3 will commence on the date of the resubmission. If, on the other hand, Sound Transit conclude that any given plan is complete, notwithstanding the contrary statement by the University staff, then it can then elect to proceed with the plan review process set forth herein, and with notification of the University of its intention to proceed, the first day of the forty (40) day review period will commence the following day.

7.3.1 **University Staff.** Sound Transit shall consider, in the design of the exterior of its facilities, input from University staff concerning design coordination (with other University facilities and adopted Master Plan development), construction coordination, and station operation, security, and maintenance. University staff whose comments should be considered include, but are not limited to, Capital Projects Office, affected faculty and staff, Engineering Services, Environmental Health & Safety, Police, Transportation Services, and Grounds. Design materials submitted for University review shall include drawings, specifications, schedules, and design-related mitigation proposals. Representatives for these groups will participate with Sound Transit, and in the presentations to the Architectural Commission, Landscape Advisory Committee and Board of Regents. Staff recommendations will be presented to these groups.

7.3.2 **Architectural Commission.** Sound Transit shall prepare and present proposed exterior facility designs to the Architectural Commission at the schematic and design development stages of the design process. Sound Transit shall document review comments and recommendations offered by the Commission. Sound Transit shall secure the Commission's decision and recommendation to the Board of Regents prior to submitting the matter for Regent action.

7.3.3 **Landscape Advisory Committee.** Sound Transit shall prepare and present proposed landscape designs to the Landscape Advisory Committee at the schematic and design development stages of the design process. Sound Transit shall document review comments and recommendations offered by the Committee. Sound Transit shall secure a decision and recommendation from the Committee to the Board of Regents prior to submitting the matter for Regent action.

7.3.4 **Board of Regents.** After receiving the recommendation of University staff, the Architectural Commission, and Landscape Advisory Committee, Sound Transit shall present proposed facility designs to the Board of Regents at the schematic and design development stages of the design process. Sound Transit shall document review comments and recommendations offered by the Regents. Sound Transit shall secure approval from the Board of Regents, as required under this Agreement, prior to implementing construction of facilities.

7.3.5 **Timelines and Schedule.** Sound Transit understands how important it is to the University to know the approximate schedule for review of plans required in this Agreement. In an effort to provide as much predictability as possible, Sound Transit will direct its Contractors (Design-Build Contractor for heavy civil and General Contractor for Station finishes) to prepare at the earliest possible time, but no later than February 15, 2001, an anticipated schedule outlining its projections as to the timing of various submittals required under this Agreement, and will share this information with the University. Sound Transit and the University shall work together to develop other strategies to provide predictability on the design

and construction schedule for plan submission. Sound Transit is also committed to taking all reasonable steps to ensure that submittals under this Agreement are complete, and will so instruct its Contractors. Sound Transit will affirmatively seek to consult with the University's Field Construction Supervisor and University staff as early as possible in the plan process in order to assure optimal coordination of planning efforts to expedite the period needed for subsequent review. The University agrees to complete its review process for each design or mitigation plan in accordance with the schedule, which shall provide for final action by the University including the action of the Regents, as necessary, within forty (40) days from the date of any given plan submittal from Sound Transit.

7.4 **Enforcement of Sound Transit's Design and Mitigation Plans.**

7.4.1 **Binding Commitment.** Once the design and mitigation plans required under this Agreement are approved by the Board of Regents or its authorized delegate, Sound Transit commits to implement the required design and mitigation plans.

7.4.2 **Enforcement.** The University's Field Supervisor is expected to work full-time in the field with Sound Transit's CM team and the City Engineer to ensure that the Work is performed in accordance with the approved design, construction, traffic mitigation, noise, dust and fumes, vibration, electromagnetic interference, construction site maintenance standards and other standards required by an approved mitigation plan under this Agreement. The University's Field Construction Supervisor will initially determine, in any given design or mitigation area, whether Sound Transit is performing up to the approved standards required under this Agreement, or to the standards in an approved design or mitigation plan. If the Field Construction Supervisor concludes that a given design or mitigation measure has not been adequately performed pursuant to the approved standards required by this Agreement, then he or she will so advise Sound Transit in a written correction notice that specifies the corrective action required and the timeframe within which the corrective action must be completed. Sound Transit shall immediately commence the actions necessary to comply with the correction notice, or the Sound Transit CM shall immediately notify the University's Field Supervisor that it does not agree with the notice of required corrective action. Upon receiving a notice from the Sound Transit CM disputing the correction notice, the University's Field Supervisor and the Sound Transit CM shall confer to determine if they can agree on the required corrective action, if any. If Sound Transit disputes a correction notice, Sound Transit will notify the University immediately. If the University's Field Supervisor and Sound Transit do not reach agreement on the required corrective action, if any, within 2 days, then the dispute shall be resolved in accordance with the Alternative Judicial Dispute Resolution process set forth in Section 7.4.3 as the exclusive remedial procedure.

7.4.3 **Alternative Judicial Dispute Resolution.** Notwithstanding any other provision of this Agreement, any dispute between the parties arising under Section 7.4.2 of this Agreement, shall be determined in accordance with the procedure set forth in this Section 7.4.3. The University or Sound Transit shall have 7 days from the date of the delivery of a written notice of correction to the Sound Transit CM to file an enforcement action under this Section or be deemed to have agreed with the correction action determined appropriate by the Sound Transit CM. If either party files an enforcement action, the dispute shall be decided by a mutually agreed upon retired judge through the Judicial Arbitration and Mediation Service

("JAMS") in Seattle. If the parties cannot agree on the selection of a judge, then JAMS shall assign a judge with experience in construction related disputes. Unless he or she is unavailable within the time required for a decision, the judge initially selected or assigned to resolve a dispute under Section 7.4.2, shall retain jurisdiction over all other subsequent disputes arising under Section 7.4.2. The Washington Mandatory Arbitration Rules of Superior Court (supplemented by the Washington Civil Rules as appropriate) shall govern the proceedings, subject to modification by the judge as justice requires. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery and enter such prehearing orders as may be appropriate to ensure a fair private hearing, which shall be held within sixty (60) days of the demand, and be concluded within three (3) days. These time limits are not jurisdictional. The judge shall apply substantive law, and may award legal or equitable relief in accordance with law including monetary damages, injunctive relief or any other remedy available from a judge. The parties shall split the costs of the JAMS process and will pay their own legal fees, costs and expenses. The University and Sound Transit agree that they may seek emergency injunctive relief from the judge, and that said emergency actions shall be governed by the Washington Civil Rules and applicable substantive law. A decision shall be issued within twenty (20) days of the completion of the hearing, provided that motions seeking temporary restraining orders or preliminary injunctions shall be decided as soon as practicable. To facilitate this process, the University and Sound Transit will work together to obtain a preassigned judge prior to the commencement of construction.

A final decision of the judge shall be final and binding unless appealed to the King County Superior Court within 10 days of the decision. Decisions appealed to the King County Superior Court shall be subject to trial de novo, and attorneys' fees, costs and expenses shall be awarded to the prevailing party, provided that the appealing party shall be deemed the prevailing party only if the appealing party obtains a more favorable judgement than awarded in the JAMS proceeding.

7.5 **Sound Transit Contractor Bound by Agreement.** Sound Transit intends to select a design build contractor to construct key components of the Link system. That contractor may prepare the specific plans and drawings which carry out the design requirements and the mitigation conditions specifically set forth in this Agreement. Those plans shall be submitted to and approved by the University as outlined in this Agreement. Sound Transit will ensure that the contractor and any subcontractors are bound by, and fully comply with, relevant terms of this Agreement. Sound Transit will amend any bid documents as necessary to carry out the terms of this Agreement.

VIII. FINAL AGREEMENTS AND AMENDMENTS

8.1 **Final Agreement.** It is the intent of the parties to include in a Final Agreement subject to approval of the Board of Regents, to be entered into no later than September 1, 2000, any other issues that have not been fully addressed and any new issues that are identified which require resolution.

8.2 **Form of Agreement.** Any Final Agreement or other subsequent amendments hereto shall be in writing and approved by Sound Transit and the Board of Regents.

IX. CORRESPONDENCE AND NOTICE

9.1 **Designated Representatives.** All notices provided for herein shall be in writing and addressed to each of the Parties at the following addresses:

University:	Executive Vice President University of Washington 306 Gerberding Hall Seattle, WA 98195-1235 Telephone: 206-543-6410 Telecopy: 206-543-3951
Sound Transit:	Executive Director Sound Transit Union Station 401 S. Jackson Street Seattle, WA 98104-2826 Telephone: 206-398-5000 Telecopy: 206-398-5499

9.2 **Method of Notice.** All notices shall be personally delivered, telegraphed, telecopied, or sent by United States mail (return receipt requested) or by reputable private independent courier, and any telegraphed or telecopied notice shall only be delivered to the University during business hours on days the University is open. Except for personal delivery and confirmed telecopy (which will be effective upon receipt), all notices will be effective on the date delivered to the telegraph company, United States Post Office depository, or reputable private independent courier, as the case may be.

9.3 **Change of Address or Representative.** Either party shall have the right to designate a new address or alternative recipients for the receipt of notices by giving written notice as herein provided, but notwithstanding the foregoing, such notice of a new address or alternate recipient shall not be effective until actually received by the other parties.

X. DISPUTE RESOLUTION PROVISIONS

10.1 **General.** This Agreement contains, in addition to authorization for Sound Transit to conduct certain activities, mitigation standards which Sound Transit must meet along with certain design and planning requirements. The Agreement identifies in Section 7.3 a process under which Sound Transit will prepare and submit for University review and approval both design and mitigation plans in areas specifically identified in Appendices B and C. The review approval process for those design and mitigation plans is also set forth in Article VII. The Regents will serve as the final arbiter for approval of design and mitigation plans specifically required under this agreement, subject to Section 3.2. The related issue of whether or not Sound Transit actually implements the design and mitigation requirements it specifically commits to in this Agreement or in a subsequent approved mitigation plan is also addressed in Section 7.4.

This Article is intended to address any other interpretative or implementation issues relating to the Agreement. It is not intended, however, to in any way limit the final approval authority of the Regents to approve design and mitigation plans as provided in this Agreement, subject to Section 3.2. The process and guidelines for addressing future unidentified mitigation impacts and measures not specifically addressed in this Agreement is identified at Article VI.

The parties acknowledge that any dispute resolution process agreed to herein is not binding on FTA or the resolution of issues of dispute under the jurisdiction of FTA. However, this fact does not negate or diminish the responsibility of Sound Transit to the University under this Article X.

10.2 **Leadership Group.** In order to address issues that may come up in the interpretation or implementation of this Agreement, but which are not covered by Article VII, the parties agree to the following dispute resolution system. If the Executive Director of Sound Transit and the Executive Vice President of the University are unable to agree on a given issue brought to them by their respective staffs, they will refer the issue to a joint leadership group charged with resolving disputes in a timely manner. This group will be made up of three members designated by the Sound Transit Board and three members designated by the University Regents (the “Leadership Group”). The Leadership Group will work together on a timely basis to resolve any issue brought before it. Decisions will be made by a majority vote. If the Leadership Group is deadlocked on an issue before it, then the following arbitration procedure shall immediately apply.

10.3 **Arbitration.** Any dispute between the parties, under this Agreement pursuant to Section 10.2, shall be determined by arbitration in Seattle under the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within three (3) days of the arbitration demand or, if not, by the AAA from its Large, Complex Case Panel (or other entity having similar professional credentials), who shall be an attorney with at least six (6) years municipal or governmental law experience. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery and enter such prehearing orders as may be appropriate to ensure a fair private hearing, which shall be held within sixty (60) days of the demand, and be concluded within three (3) days. These time limits are not jurisdictional. The arbitrator shall apply substantive law, may award injunctive relief or any other remedy available from a judge, and may award attorneys’ fees and costs to the prevailing party but shall not have the power to award punitive damages. Parties agree to seek all relief including emergency and injunctive relief from the Arbitrator. The parties may appeal the Arbitrator’s decision to Superior Court of the State of Washington in King County.

XI. APPLICABLE LAW - VENUE

11.1 **Applicable Law.** This Agreement shall be under and construed consistent with the laws of the State of Washington.

11.2 **Venue.** The proper and exclusive venue for any and all actions under this Agreement shall be in the Superior Court of the State of Washington in King County.

XII. INSURANCE AND INDEMNIFICATION

12.1 **Indemnification.** It is the intent of the parties that, to the greatest extent allowed by law, Sound Transit and its agents, contractors, and subcontractors will bear financial responsibility for any and all liability and associated defense costs arising from claims asserted against the University as a result of activities conducted by Sound Transit, its employees, agents, contractors and subcontractors in connection with the project and operation of the facility. This indemnity is not intended to release or relieve the University of the financial responsibility for the liability arising from the conduct of the University, its employees and agents, in connection with the project and operation of the facility. This indemnity is also not intended to release or relieve a contractor/subcontractor of the University of the financial responsibility for the liability arising from the contractor/subcontractor's own conduct in connection with the project and operation of the facility.

12.1.1 **Sound Transit Indemnification.** Sound Transit agrees that it will indemnify, and hold the University, its Regents, officers, employees, and agents (collectively "University") harmless from any and all suits, claims, demands, losses, actions, liabilities, penalties, fines, response costs (referenced in Appendix C at Sections A.9 and A.10) and damages (including but not limited to direct, indirect, incidental and/or consequential) (collectively "Claims"), resulting from asserted claims or liability imposed upon the University arising from the performance of this Agreement by Sound Transit, its officers, agents representatives, contractors, and subcontractors. This indemnification obligation includes all Claims asserted against the University by an employee or former employee of Sound Transit. For that purpose, Sound Transit specifically waives all immunity and limitations of liability under the Workers Compensation Act, RCW Title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation of the amount or type of damages, compensation or benefits payable by or for Sound Transit under workers' compensation, disability benefit or other employee benefits law. Sound Transit recognizes that this waiver was specifically entered into and was the subject of mutual negotiation. This indemnification obligation is limited to that portion of the Claim or liability alleged to arise as a result of the conduct of Sound Transit, its officers, agents, representatives, contractors, and subcontractors, and shall not extend to any portion of a Claim or liability arising from the University's, or its employees', agents', contractors', or subcontractors' own conduct in connection with the Claim or liability.

12.1.2 **Contractor Indemnification.** Sound Transit and the University shall include in their respective contracts with contractors and shall cause their respective contractors to include in their subcontracts with subcontractors of every tier, working on or around the University, contract indemnification provisions substantially in the following form:

Except as specifically provided otherwise, to the maximum extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Sound Transit, the State, the USDOT, the University of Washington and each affected city, municipality, county, or other railroad and utility, their respective successors and assigns, and their respective shareholders, officers, officials, directors, consultants, and employees, and agents (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions,

losses, costs, penalties, fines, response costs (referenced in Appendix C at Sections A.9 and A.10.1), and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the performance of this Contract and the Work; provided, however, that if the provisions of RCW 4.24.115 apply to the Work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of the Contractor or its Subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor, its Subcontractors, agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any indemnified party, and for that purpose the Contractor specifically waives all immunity and limitations on liability under the Workers Compensation Act, RCW Title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' compensation, disability benefit or other employee benefit laws. The Contractor recognizes that this Waiver was specifically entered into and was the subject of mutual negotiation.

12.1.3 **Extent of Indemnities.** Without limiting the foregoing, the indemnities to be provided to the University shall include, but are not limited to:

a) The breach of this Agreement or related contracts by Sound Transit, its Contractor, their respective employees, agents, officers or Subcontractors or any other Persons performing any of the Work for whom Sound Transit or Contractor may be contractually or legally responsible; and/or

b) The failure by Sound Transit, Contractor or their respective employees, agents, officers or Subcontractors or any other Persons for whom they may be contractually or legally responsible, to comply with any applicable Environmental Laws or related Governmental Rules (including Governmental Rules regarding handling, generation, treatment, storage, transportation and disposal of Hazardous Substances) except to the extent that such non-compliance results from Sound Transit or Contractor's following specific direction from the University; and/or

c) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions arising out of any use in connection with this Agreement or related contracts of methods, processes, designs, information, or other items furnished or communicated pursuant to this Agreement or related contracts; and/or

d) The alleged negligent act or omission or willful misconduct of Sound Transit, Contractor, and their respective employees, agents, officers or Subcontractors, or any other persons for whom Sound Transit, or Contractor may be contractually or legally responsible, in connection with the Agreement or related contracts, the System, the Work and/or the Site; and/or

e) Any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of Sound Transit, Contractor or Subcontractors, or any of their respective agents, officers, employees, or subcontractors with respect to any payment for the Work made to or earned by Contractor or any of its Subcontractors or any of their respective agents, officers or employees under the Mandatory Documents; and/or

f) Any release or threatened release of a Hazardous Substance (i) which was brought onto the Site by Sound Transit, Contractor or its employees, agents, officers or Subcontractors or any other persons for whom Sound Transit or Contractor may be contractually or legally responsible, or (ii) which was negligently disturbed, removed or handled by any such persons, regardless of the source, origin or method of deposit of such Hazardous Substance; and/or

g) The claim or assertion by any other contractor of inconvenience, disruption, delay or loss caused by interference by Sound Transit or Contractor (or its employees, agents, officers or Subcontractors or any other persons for whom Sound Transit or Contractor may be contractually or legally responsible) with or hindering the progress or completion of work being performed by other contractors.

12.1.4 **Defense of Claims.** Sound Transit further agrees to assume the defense of the University with legal counsel acceptable to the University, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to this Agreement. Sound Transit shall pay all defense expenses, including attorneys' fees, expert fees, and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and Sound Transit shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon the property of the University as a result of such suits or legal proceedings, Sound Transit agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. Sound Transit may settle any suit, claim, action, loss, cost, penalty, or damages, subject to the approval of the University, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the University. In the event of litigation between the parties to enforce rights under this Section, reasonable attorney fees shall be allowed to the prevailing party. This defense obligation shall not apply to Claims or other liability arising from the University's own conduct.

12.1.5 **Survival.** The foregoing indemnities and duty to defend shall survive the termination of this Agreement, termination of Sound Transit's contract with its Contractor, and final payment thereunder, and are in addition to any other rights or remedies which the University, Sound Transit and/or any of the Indemnified Parties may have by law or under this Agreement or under Sound Transit's contract with its contractor. In the event of any claim or demand made against the University hereunder, Sound Transit may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Contractor provides Sound Transit with adequate assurance of the protection of Sound Transit's and the University's interests.

12.2 **Insurance.**

OCIP. Sound Transit will purchase and administer an owner-controlled insurance program (“OCIP”) that will include project-specific professional liability and pollution/environmental liability coverage. The OCIP will provide coverage for professional liability and environmental exposure for its contractor, subcontractors and their professional consultants (collectively the “Contractor”). The limits of coverage will be at least \$50,000,000 in the aggregate for professional liability and environmental, with a maximum retention under each coverage of no more than \$500,000 per claim. Sound Transit expects these coverages to be bound and the OCIP in place by April 1, 2000. The policy period will extend through December 31, 2010. Sound Transit contractors and all subcontractors shall be required to participate in the OCIP and shall comply with OCIP risk management and safety requirements. The coverage provided by Sound Transit will be subject to terms, conditions and other provisions, including exclusions and limitations, contained in the policies issued to Sound Transit. Sound Transit intends to place all insurance with insurers having an A.M. Best and Company rating level of A- or better, Class VIII or better and Sound Transit reserves the right to procure other coverages within the OCIP. However, Sound Transit has made no decision with respect to any such other coverages. The University shall be named as an additional insured under the OCIP policy. The University shall have the right to review the OCIP policy and to require that additional insurance be obtained if the University reasonably determines that the insurance provided is inadequate. Sound Transit agrees to consult with the University regarding its implementation of OCIP within 14 days of this Agreement’s effective date.

12.3 **Restoration Clause.** If the Link Project is abandoned prior to its completion, Sound Transit agrees to restore University Property to its pre-existing condition. If the Link system is constructed and in operation, but for any reason ceases operation, the Sound Transit facilities shall be secured and continue to be maintained in such a manner as which will be consistent with the University’s aesthetics guidelines, and will avoid blight or diminishment of University Property and the security of University faculty, students, and staff.

XIII. ENFORCEMENT

In addition to the enforcement provisions provided elsewhere in this Agreement, the following provisions shall apply.

13.1 **Security.** Pursuant to RCW 39.08.010, prior to the Use Date and commencement of construction, Sound Transit shall deliver to the Regents copies of a good and sufficient bond secured by a surety acceptable to the Regents to guarantee the faithful performance of any construction activities on the property, including but not limited to, all identified mitigation and design standards incorporated into the mitigation plans approved by the Regents.

13.2 **Commissioning the System.** Prior to commencement of operation, there will be trial runs to verify that the trains perform according to the terms of this Agreement. In the event that those trial runs demonstrate that Sound Transit has failed to meet the standards specified for EMI and operational vibration, then Sound Transit must take additional mitigation steps to meet the standards before the system is opened to public use.

XIV. FEDERAL FUNDING AND ABANDONMENT

The University will have no obligation to allow Sound Transit onto its Property if Sound Transit abandons the Link project by January 31, 2001 or until Sound Transit has notice of approval of its Full Funding Grant Agreement (“FFGA”) from the federal government. The Agreement is voidable by the University if notice of the approval of the FFGA is not received by January 31, 2001. If the Agreement is abandoned by Sound Transit or voided by the University under this Article, then it will be null and void and have no further legal effect, except as necessary to wind down the Agreement, including Reservation of Rights (Article IV), Indemnification and Insurance (Article XII), and Waste Management and Disposal and Discovery of Hazardous Materials/Contamination (Appendix C, Sections A.9 and A.10). If the Agreement is nullified under this Article, Sound Transit commits to take the necessary steps to restore the University’s property to the condition immediately preceding the commencement of the project and repair any damage caused thereby. If this Agreement is nullified under this Article, the University shall be entitled to retain funds received from Sound Transit for those expenses actually incurred as of the date of such nullification for: (1) law school redesign (Appendix B, Section 1.3.2.2); (2) damages related to Gould Hall expansion loss of efficiency (Appendix B, Section 1.4.2.1); and (3) staff costs for supervising construction (Appendix C, Section A.14).

XV. EXECUTION

This Memorandum of Agreement is entered in multiple counterparts this ____ day of April, 2000.

XVI. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

SOUND TRANSIT

UNIVERSITY OF WASHINGTON

Bob White
Executive Director

Richard L. McCormick
President

APPENDIX A

LEGAL DESCRIPTIONS

1. CONSTRUCTION STAGING AREA AND STATION AREA – 45TH STREET STATION

The staging area and station are completely contained within the following parcel:

R/W No. 235UW-007

PIN 162504-9001

The University of Washington.

Staging area perimeter description:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M..

BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF NE 45TH STREET WITH THE EAST MARGIN OF 15TH AVENUE N.E. AS PROVIDED BY CITY OF SEATTLE ORDINANCE NO. 57603;

THENCE S02°06'54"W ALONG THE EAST MARGIN OF SAID 15TH AVENUE N.E., A DISTANCE OF 840.00 FEET;

THENCE S87°53'06"E, AT RIGHT ANGLES FROM SAID EAST MARGIN, A DISTANCE OF 65.00 FEET;

THENCE N02°06'54"E A DISTANCE OF 230.00 FEET;

THENCE S87°53'06"E A DISTANCE OF 40.00 FEET;

THENCE N02°06'54"E A DISTANCE OF 30.00 FEET;

THENCE S87°53'06"E A DISTANCE OF 55.00 FEET;

THENCE N02°06'54"E A DISTANCE OF 460.00 FEET;

THENCE S87°53'06"E A DISTANCE OF 50.00 FEET;

THENCE N02°06'54"E A DISTANCE OF 123.39 FEET TO THE SOUTH MARGIN OF N.E. 45TH STREET, AT A POINT DISTANT 210.00 FEET FROM THE POINT OF BEGINNING AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID 15TH AVE. N.E.

THENCE N88°48'37"W ALONG SAID SOUTH MARGIN A DISTANCE OF 210.03 FEET TO THE POINT OF BEGINNING

Containing an area of 117,256 square feet.

Sound Transit reserves the right to modify the area required as more information becomes available.

2. CONSTRUCTION STAGING AND STATION AREA – SOUTH STAGING AREA FOR PACIFIC STREET STATION

The staging area occupies portions of the following parcels as well as a portion of the University Way N.E.

R/W No. 235UW-003
PIN 114200-3949
The University of Washington

R/W No. 235UW-002
PIN 114200-4125
The University of Washington

Staging area perimeter description:

A portion of the NE ¼ of the SE ¼ of Section 17, Township 25 North, Range 4 East, W.M.

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF BROOKLYN AVE. (BEING 35 FEET OFFSET FROM THE CENTERLINE THEREOF) WITH THE NORTH MARGIN OF N.E. BOAT ST. (FORMERLY N.E. NORTHLAKE WAY), SAID MARGIN BEING NEWLY RELOCATED AT 40 FEET OFFSET FROM THE CENTERLINE THEREOF AS ORIGINALLY ESTABLISHED;
THENCE N02°07'00"E, ALONG SAID EAST MARGIN OF BROOKLYN AVE., A DISTANCE OF 318.00 FEET;
THENCE S87°53'00"E, AT RIGHT ANGLES FROM SAID EAST MARGIN, A DISTANCE OF 220.15 FEET TO THE WEST MARGIN OF UNIVERSITY WAY N.E. AS ORIGINALLY ESTABLISHED;
THENCE N45°00'00"E A DISTANCE OF 44.07 FEET TO THE CENTER LINE OF SAID UNIVERSITY WAY N.E.;
THENCE N02°06'23"E, ALONG SAID CENTER LINE A DISTANCE OF 123.55 FEET;
THENCE N47°06'23"E, AT A 45 DEGREE ANGLE FROM SAID CENTER LINE, A DISTANCE OF 14.14 FEET;
THENCE S87°53'37"E, AT RIGHT ANGLES FROM SAID CENTER LINE, A DISTANCE OF 20.00 FEET TO THE INTERSECTION OF THE EAST MARGIN OF SAID UNIVERSITY WAY WITH THE NORTHWESTERLY PROJECTION OF THE SOUTH MARGIN OF N.E. PACIFIC STREET, SAID SOUTH MARGIN BEING THE SOUTH LINE OF THE PERPETUAL R/W EASEMENT AS ESTABLISHED BY CITY OF SEATTLE ORDINANCE NO. 105955;
THENCE S51°58'08"E ALONG SAID NORTHWESTERLY PROJECTION, A DISTANCE OF 23.51 FEET TO THE SAID SOUTH MARGIN OF N.E. PACIFIC ST. AT THE NORTHEASTERLY POINT OF CURVATURE WHERE SAID MARGIN USES A 12' RADIUS CURVE TO TIE INTO THE EAST MARGIN OF SAID UNIVERSITY WAY N.E.;
THENCE CONTINUES S51°58'08"E, ALONG SAID SOUTH MARGIN OF N.E. PACIFIC ST., A DISTANCE OF 107.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET AND A LONG CHORD OF S00°47'56"E 49.62 FEET, SAID CURVE BEING NEWLY ESTABLISHED TO TIE THE SOUTH MARGIN OF N.E. PACIFIC ST. INTO THE WEST MARGIN OF NEWLY RELOCATED 15TH AVE. N.E.;

THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°39'47", AN ARC DISTANCE OF 53.52 FEET TO A POINT OF TANGENCY ON THE WEST MARGIN OF SAID 15TH AVE. N.E.;

THENCE S37°31'57"W ALONG SAID WEST MARGIN A DISTANCE OF 361.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 224.12 FEET;

THENCE CONTINUING ON SAID WEST MARGIN SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'25", AN ARC DISTANCE OF 121.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 29.77 FEET TO A POINT OF TANGENCY ON THE NORTH MARGIN OF SAID N.E. BOAT ST;

THENCE N59°51'47"E ALONG SAID NORTH MARGIN TO THE POINT OF BEGINNING.

**3. LEGAL DESCRIPTION FOR TUNNEL AREA ON UNIVERSITY PROPERTY
[Being prepared by ST Staff]**

APPENDIX B

SITING AND DESIGN PRINCIPLES

1. SITING AND DESIGN PRINCIPLES

1.1 SYSTEM-WIDE. Sound Transit is required to submit a design plan under this Agreement for each of the proposed stations on campus. For each of the design plans, the following provisions in this Appendix will apply. Article VII of the Agreement establishes the review and approval process for design plans prepared by Sound Transit. The design criteria are outlined in this Appendix.

1.1.1 Design Requirements. Sound Transit agrees that the design requirements provided for in this Appendix will apply to all station elements constructed above grade on property acquired from the University and will be addressed in the preliminary and final designs for each station. Pedestrian access and personal safety will be provided for those accessing the stations including lighting, visibility from streets and sidewalks. Car drop-off access will be considered. Sound Transit will work collaboratively with the University to ensure that access to University facilities for maintenance needs is preserved, and that University staff will have access through and into the property covered by this Agreement as necessary to carry out maintenance tasks; provided that any entry into a staging area for routine maintenance must be preceded by one week advance notice to Sound Transit's Resident Engineer. Otherwise maintenance which requires access to a staging area will be authorized by the Resident Engineer on a case-by-case basis.

All station designs on the University campus must address how the Sound Transit stations will relate to the University buildings, including current and future University buildings and sites depicted in the adopted campus Master Plan. The station designs should be integrated with University architecture recognizing the technical nature of Sound Transit facilities and the system-wide requirements they must meet, and will be approved by the University design review process described herein. The design plans must identify all proposed uses on the project site. All uses must be consistent with the University Master Plan, as it exists or is currently proposed. No telecommunication facilities may be placed on any structures.

References to "drawings" in this section refer to civil engineering drawings, except where specified otherwise.

1.1.1.1 Minimize Constraints to Future University Development. Sound Transit agrees to work collaboratively with University staff to minimize potential constraints to University property development, including extended physical dependence beyond the immediate Sound Transit facilities onto adjoining University property. Examples may include: (1) geo-technical influence; (2) utility routing; (3) access for station maintenance and testing; and (4) air intake and exhaust setbacks. An exception to this principle is landscape areas, which may be returned to University maintenance if agreed to by the parties. In the case of

landscaping, it may be preferable for Sound Transit to integrate into existing (University) systems (i.e., plant, irrigation, and soils).

1.1.1.2 Integration of Sound Transit Facilities with Existing University Landscape and Facilities, and Proposed Master Plan Concepts. Sound Transit should provide for restoration and reclamation of existing University landscaping and facilities to current conditions and will work collaboratively with the University to ensure coordination with future Master Plan proposals.

To the fullest extent possible, the exterior of Sound Transit facilities should be designed with consideration for the “context” of the University’s adopted Master Plan. The Master Plan interest shall be considered on a site by site basis, with design input provided to Sound Transit by the University, as provided for in this Agreement.

1.1.1.3 Integration of Sound Transit Facilities with University Architectural Standards. Sound Transit facilities shall be designed to be complementary to campus architecture and landscape architecture, while recognizing the unique nature of Sound Transit facilities and the system-wide requirements they must meet. Design considerations will be discussed between Sound Transit and University staff. Design plans will be submitted to the University and reviewed pursuant to the process described in Article VII. The review process of facility plans and all building and other plans required under this Agreement will be done expeditiously and with the assistance of the University staff assigned to oversee design and construction of the Sound Transit project. Sound Transit will work to ensure that, to the greatest extent feasible, University staff are involved in helping develop plans from the outset so that the review time and process can be expedited.

1.2 BURKE MUSEUM SHAFT. Sound Transit agrees to fund an independent study to (1) evaluate the need for noise mitigation at the Burke Museum, such as increasing the height of the 16-foot construction site noise barrier walls or by improving the sound transmission loss of the existing window/wall construction; (2) evaluate the proper method of integrating the Burke Museum into the Link Station at 45th Street, including possibility of co-development opportunities; and (3) evaluate the extent to which possible University development or design near the Burke Museum may be impacted by the Link Project (“Burke Museum Study”). Conclusions from this study will be considered by Sound Transit as parameters in determining boundaries of easements and property compensation under Article V. Sound Transit shall prepare a mitigation plan based on the Burke Museum Study. Any mitigation commitments in this Agreement in the vicinity of the Burke Museum Shaft are subject to the recommendations in the Burke Museum Study.

1.2.1 Site Boundaries.

1.2.1.1 Preliminary Drawings. For the purposes of the MOA, the structures proposed for the University campus adjacent to and east of 15th Avenue NE between the mid-point between NE 43rd and NE 45th, and NE 45th Street are known collectively as the “Burke Museum Shaft.” Sound Transit will submit a preliminary drawing defining allowable site boundaries of all above-grade features and all below-grade features of the Burke Museum Shaft, including the shaft, except the deep tunnel and platform features. A drawing

should also be submitted depicting both construction areas and operational areas. These drawings will be submitted for University review by approximately May 1, 2000 or a date mutually agreed upon by the parties.

1.2.1.2 Final Drawings. Final drawings with precise site boundaries of the Burke Museum Shaft shall be provided by Sound Transit to the University for final approval under the process set forth in Article VII. Such drawings may be included in any Final Agreement entered into between the parties. This will include legal drawings and civil drawings.

1.2.2 Conditions for Siting. The specific considerations associated with the Burke Museum, as summarized below, will guide the parties of the Burke Museum Study outlined above, which will further evaluate the extent to which Link will impact development in the vicinity of the Burke Museum.

1.2.2.1 Construction of Possible Future Development. Using the results of the Burke Museum Study, Sound Transit will work with the University to design and construct its facilities to accommodate appropriate future University development to the greatest extent feasible.

1.2.2.2 Treatment as Campus Entrance. Sound Transit will work collaboratively with the University to recognize and reinforce the corner of NE 45th Street and 15th Avenue NE as an important campus entrance and access route to the Burke Museum. Sound Transit's preliminary and final drawings will illustrate how Sound Transit will treat the campus entrance, including:

a) **During Construction:** Sound Transit will provide a Construction Management Plan, which will provide for mitigation of impacts on the Burke including provisions that address the following: noise mitigation; provision of isolation tables for the vibration sensitive imaging equipment and artifacts located in the basement of the Burke Museum; construction fencing surrounding the staging area facing NE 45th Street and 15th Avenue NE with signage that advertises the Burke Museum to be designed and routinely altered by the Burke Museum; financial support and other provisions for advertisements of exhibitions, such as advertising museum events on the fencing, or in Sound Transit's public mailings or elsewhere; provisions for maintaining the construction fencing in an attractive condition and provisions for prompt graffiti removal. To the extent any of the following are impacted by Sound Transit's development, Sound Transit's drawings will identify staging area improvements, including temporary access roads; surface material of any temporary roads; water drainage control plans to protect the Burke Museum; reconfiguration of the Burke Museum loading dock; reconfiguration of the University Parking Lot N-1 and access control features; reconfiguration of Burke Museum dumpster and equipment storage area; extent of Burke Museum advertising features and signage on the Sound Transit construction area; and identification of the Burke Museum building features that may be adversely impacted by the Link Project. In each case, these drawings will indicate how Sound Transit will restore these items to their previous condition.

b) **Post Construction:** To the extent any of the following are impacted by Sound Transit's development, Sound Transit's drawings will reflect:

a) consideration of pedestrian access into the campus and to the Burke Museum; b) consideration that the design material of the above-ground structure should be appropriate to the University; c) restoration of the N1 parking area, including landscaping and landscaping infrastructure; d) the extent of permanent Burke Museum and University advertising and signage; and e) the removal and reconfiguration of the temporary 45th Street access ramp and loading dock, unless otherwise requested by the University.

1.3 LAW SCHOOL SHAFT

1.3.1 Site Boundaries.

1.3.1.1 Preliminary Drawing. For the purposes of the MOA, the structures proposed for the University campus adjacent to and east of 15th Avenue NE slightly south of an imaginary line extending NE 43rd onto campus are known collectively as the “Law School Shaft.” Sound Transit will submit to the University for its review by May 1, 2000 or a date mutually agreed upon by the parties, a preliminary drawing defining allowable site boundaries of all above-grade features and all below-grade features of the Law School Shaft, except the deep tunnel and platform features. A drawing set shall also be submitted on that date depicting both construction areas and operational areas.

1.3.1.2 Final Drawing. A final drawing with precise site boundaries of the Law School Shaft shall be provided by Sound Transit to the University for final approval under the process set forth in Article VII. The drawings may be included in any Final Agreement entered into between the parties.

1.3.2 Conditions for Siting.

1.3.2.1 Campus Access. Sound Transit will provide replacement permanent pedestrian access to campus at NE 43rd Street. Sound Transit will submit a plan which will illustrate how it will replace pedestrian access from 15th Avenue NE onto campus, including wheelchair access from 15th Avenue NE to the Law School Shaft site and from the Law School Shaft site on to campus. The walkway from 15th Avenue NE to Memorial Drive will be designed collaboratively with University staff; the costs of constructing this walkway will be apportioned between the University and Sound Transit based on agreed-upon usage and benefit.

1.3.2.2 Law School Costs. Sound Transit fully appreciates the importance to the University of proceeding on schedule to design and construct the new Law School. Sound Transit agrees to pay for added costs to the Law School that are the direct result of Sound Transit’s project, where those costs will be incurred by the University. Sound Transit also agrees to construct certain necessary elements to mitigate the impact of Link on the Law School at Sound Transit’s own expense. An initial study was conducted by the University to evaluate the extent to which the costs of constructing the Law School may be increased as a direct result by the Link project. Consultants for Sound Transit and the University have met to review the assumptions and methodology of this study. Based on the information obtained at this meeting, Sound Transit agrees to pay \$540,000 to the University within 45 days of the date on which this Agreement is executed by both parties. The payment (\$540,000) to the University

shall be the exclusive measure of damages for impact of Sound Transit on the Law School building site excluding physical damage caused by Sound Transit, and the payment by Sound Transit shall not be an offset against other payment obligations of Sound Transit under the Memorandum of Agreement. Sound Transit is committed to mitigating any impact its Link project may have on the construction of the Law School. In the event that FTA does not approve the FFGA or the project is abandoned, Sound Transit agrees to pay the University for the added hourly time incurred by the University's design team solely to redesign the Law School to accommodate the Sound Transit station, up to a limit of \$100,000. The University agrees to provide Sound Transit an invoice consistent with the terms of this paragraph. The University agrees to reimburse to Sound Transit any unexpended portion of the \$540,000 provided by Sound Transit for Law School additional construction costs necessitated by Link. The parties acknowledge that the compensation provided herein by Sound Transit may not be an eligible Federal project cost. However, Sound Transit's responsibilities to the University under this section are not diminished or negated if this compensation is deemed by FTA not to be an eligible Federal project cost.

1.3.2.3 Coordination with Law School Building Construction. Sound Transit will coordinate its construction of the Law School Shaft with the construction of the new Law School Building. The coordination will occur through the following submittals:

a) Sound Transit will submit a plan by November 1, 2000 (or other date established in the joint schedule), to be updated monthly, for design coordination which will include: current design features and construction of the Law School Shaft; proposed project boundaries with dimensions between Sound Transit and new Law School Building construction features; civil features (e.g., topography, vegetation, utilities); construction staging plan describing major construction milestones (e.g., excavation, foundation, superstructure, cladding); staging requirements (e.g., use of cranes, equipment access, shoring, excavations, scaffolding, elevators). The University shall also share with Sound Transit its construction plans for the Law School in order to promote maximum coordination of efforts.

b) Sound Transit will submit a construction schedule plan by February 15, 2001, coordinating major site activities of both the Sound Transit construction and the new Law School Building construction, with emphasis on the schedule for Sound Transit construction site perimeter work. Such details shall also be included in the Construction Management Plan. The University will submit its construction schedule for the Law School to Sound Transit as soon as it is available.

1.4 GOULD SHAFT. The University agrees that Sound Transit may take possession and use of the Gould site shown in Appendix A. In anticipation that University property may be required for this shaft, Sound Transit will proceed to process its design plans according to the requirements of Article VII and Appendix B.

1.4.1 Site Boundaries.

1.4.1.1 Preliminary Drawing. For the purpose of the MOA, the structures proposed for the University campus adjacent to and west of 15th Avenue NE between NE 40th Street and NE Pacific Street are known collectively as the "Gould Shaft." A preliminary

drawing defining allowable site boundaries of all above-grade features and all below-grade features of the Gould Shaft, except the deep tunnel and platform features, will be submitted by Sound Transit for University approval under Article VII of this Agreement. A complete drawing set will be submitted depicting both construction areas and operational areas.

1.4.1.2 Final Drawing. Final drawing with precise site boundaries of the Gould Shaft shall be provided by Sound Transit for final University approval under Article VII of this Agreement. The approved final drawings may be included in any Final Agreement entered into between the parties.

1.4.2 Conditions for Siting.

1.4.2.1 Loss of Building Efficiency Due to Take of Expansion Site. Sound Transit acknowledges that use of the Gould site will restrict the University's ability to expand Gould Hall. Sound Transit agreed to pay for a study to assess the increased cost of the Gould Hall expansion project caused by Sound Transit's project. The parties agree that the increased cost based on current zoning requirements is \$1,400,000 damages to building development potential. Sound Transit agrees to pay this amount to the University by the date for possession and use under Article V of this Agreement. The parties acknowledge that any compensation provided herein may not be an eligible Federal project cost. However, Sound Transit's responsibilities to the University under this section are not diminished or negated if this compensation is deemed by FTA not to be an eligible Federal project cost.

Sound Transit has expressed an interest in supporting a height increase at the Gould expansion site to create more development capacity. At this point, a height increase is speculative, because it would require action by the City of Seattle. There is insufficient information to pursue this height increase issue at this time. Further consideration is needed in order to determine the feasibility and desirability of a height increase. The increase under consideration should raise the height limit from 65 feet to 90 feet for the Gould expansion site, and should be a transferable development right that could be used elsewhere within the campus zone containing Gould Hall.

a) **Damages to Remainder:** The payment of \$1,400,000, above, is to compensate University for damages to the remainder of the Gould Hall site not acquired by Sound Transit. Such damages include but are not limited to loss of efficiency and development and increased construction costs. The payment of these damages by Sound Transit shall be the exclusive compensation to the University for damages to the Gould Hall site provided, the University shall retain right for compensation for physical damages to Gould Hall from Sound Transit construction (i.e., broken windows). Sound Transit shall have no offset for such damage payment against obligation to pay just compensation under Agreement Article V, except as otherwise provided in this section. In the event that the University, in its sole discretion, decides to apply for and obtains the height increase or variance identified in Section 1.4.2.1, above, the damage amount shall be reduced from \$1,400,000 to \$960,000 ("difference"). The difference shall be credited against amounts owed by Sound Transit to the University under Agreement, or paid by the University to Sound Transit.

b) **Fair Market Value of Property.** The calculation of fair market value for University Property previously identified by University for Gould Hall expansion and acquired by Sound Transit shall be without reference to and not include damages to any remaining University Property. Such damages are addressed in subsection 1.4.2.1(a), above. Just compensation for University property acquired by Sound Transit may be offset for special benefits under Agreement Sections 5.1 and 5.5. Special benefits may include the variance identified in Section 1.4.2.1, above. If the valuation process in Agreement Article V has not been completed prior to grant of the variance, the variance may be considered in that valuation process. If the valuation process in Agreement Article V is complete, and the grant of variance occurs after that process, a new appraisal process consistent with Agreement Article V shall be employed. Any special benefit to the University attributable to the variance (comparing value with and without variance) shall be credited against amounts owed by Sound Transit to the University under Agreement, or paid by the University to Sound Transit.

1.4.2.2 Pedestrian Connection to University Street. The University's proposed new Campus Master Plan includes preliminary site analyses for a pedestrian walkway from 15th Avenue NE to University Avenue, just north of the Latter Day Saints facility. A safe pedestrian connection is also desirable to accommodate the increased pedestrian traffic from the Sound Transit station to the bus stops on University Way.

a) Sound Transit agrees to provide in its design plans submitted to the University under this Agreement a grading plan that allows for this walkway to be constructed in the future after Sound Transit construction activities are completed.

b) Sound Transit agrees to provide in its design plan an interim level of improvement that restores the parking lot Sound Transit will use for construction staging between its Pacific Street Station and University Way. Sound Transit agrees that it will replace as much of the displaced parking as possible and will provide a safe pedestrian connection to University Way from the Sound Transit station entrance. Sound Transit will not be required to pay for the parking lost from construction of the pedestrian path.

c) The interim improvements shall be included in the design plans submitted for University approval under Article VII. The interim improvements shall be constructed at Sound Transit's cost. The schedule for the interim improvements shall be included in the design plans submitted to the University, and shall ensure that the improvements are in place upon completion of project construction of the Pacific Street Station, or by the end of the possession and use date in Article III, whichever comes first.

1.4.2.3 Pedestrian Connection to Campus. Sound Transit will provide a safe pedestrian connection from the Pacific Street Station to the University campus to the east. Sound Transit agrees to work collaboratively with the University to treat the area of University campus adjacent to and west of 15th Avenue NE between NE 40th Street and NE Pacific Street as an important future campus entrance.

a) Sound Transit's preliminary and final drawing will illustrate how Sound Transit will treat the future campus entrance.

b) Sound Transit will submit a report and plan analyzing pedestrian and wheelchair access to and from the Gould Shaft to the Burke Gilman Trail, to University Way NE and across 15th Avenue NE; analyzing bicycle storage features; and analyzing continued University access to the West Power Receiver Substation.

c) Sound Transit also will work with the City of Seattle and the University to determine appropriate pedestrian crossing improvements in the 15th Avenue NE right-of-way between the station and the east side of 15th Avenue NE and will fund improvements within the street right-of-way agreed to be necessary and appropriate, including a pedestrian signal if required.

d) At such time as the University may choose to implement its proposed Master Plan and to make additional access improvements in this area and create a new entrance to the University, Sound Transit agrees that it will help fund these access improvements to the extent they are needed to address the impacts of the Gould Station, using the process identified in Section C of Appendix C to this Agreement, as well as the appraisal process included at Section 5.8 of this Agreement.

1.4.2.4 Construction Impacts. Sound Transit shall provide a Construction Management Plan which shall provide for mitigation of impacts on Gould Hall. Gould Hall has many teaching and research functions that operate on a 24-hour 7 day a week basis. Many of these spaces are located on the south side of Gould Hall, facing the Sound Transit construction activity. These spaces include: the College of Architecture and Urban Planning Library, the CAUP shop and a number of classrooms, including a computer lab. In addition, there is an exterior courtyard south of Gould, which is in fact an outdoor classroom associated with the shops. The CAUP Library operates seven days a week. The computer lab operates 24 hours a day, seven days a week. The shop area is available and in use by students for that same period.

The Sound Transit Construction Management Plan required by Appendix C shall include provisions that addresses the following:

a) **Noise Mitigation Measures:** The noise standards and possible mitigation measures are set forth in Section A.7 of Appendix C.

b) **Dust, Fumes and Odors:** Sound Transit shall locate staging of construction vehicles so that exhaust from vehicles or odors and dust from construction activities shall not migrate into the Gould building air system. The Gould building intake is located on the east side of Gould Hall, ten feet above street level. No construction vehicles are to be left idling at the curb from 40th street south 100 yards on the west side of the street at any time.

Where necessary, Sound Transit shall increase frequency of filter replacement. If it is determined that in any given location filter replacement will not accomplish the agreed upon standard, Sound Transit shall add filters at building intakes. In the event that filters do not solve the air quality concerns agreed upon, Sound Transit shall temporarily extend the building intake shaft structures to raise the level of the building intake to the roof level of

Gould Hall, or to otherwise effectively relocate or to otherwise effectively relocate the intake structures to solve the problem.

c) **Limits of Staging and Construction:** The Mary and Gordon Varey Memorial Garden is located on the southeast corner of Gould Hall. Sound Transit shall protect and preserve the Garden for student and faculty use throughout construction. The Garden is used for both quiet contemplation, and up to four times a year, for special events. The University requests that at those special events, construction activities be halted for the duration of the event. The College will provide two weeks notice for these events which are anticipated to be approximately 2-4 hours.

d) **Construction Access:** Access into/out of the construction site shall be coordinated with the University. Gould Hall and Architecture Hall are the primary facilities for the College of Architecture and Urban Planning.

1.4.2.5 Alley Vacations. Sound Transit will join in a petition for vacation of the alley in the Gould Block at such time as requested by the University, provided that the University agrees the vacation will be at no cost to Sound Transit, and further provided that the University commits that the alley vacation will not degrade, in Sound Transit's determination, pedestrian and bicycle access between the Burke Gilman Trail and the Gould station entrance and provide access that is satisfactory to Sound Transit for maintenance activities.

1.5 PACIFIC SHAFT.

1.5.1 Site Boundaries.

1.5.1.1 Preliminary Drawings. For the purposes of the MOA, the structures proposed for the University campus between 15th Avenue NE and Brooklyn Avenue NE and between NE Pacific Street and NE Boat Street are known collectively as the "Pacific Shaft." A preliminary drawing defining allowable site boundaries of all above-grade features and all below-grade features of the Pacific Shaft, except the deep tunnel and platform features, will be depicted and submitted to the University on approximately May 1, 2000 or a date mutually agreed to by Sound Transit and the University. A drawing should be submitted depicting both construction areas and operational areas. The design plans and site boundary drawings will be submitted by Sound Transit and reviewed by the University pursuant to Article VII of this Agreement.

1.5.1.2 Final Drawings. Final design drawings with precise site boundaries of the Pacific Shaft shall be provided by Sound Transit for University review under Article VII of this Agreement. The final drawings may be included in any Final Agreement entered into between the parties.

1.5.2 Conditions for Siting.

1.5.2.1 Pedestrian Connections. The University's preliminary site analysis for its new campus master plan includes proposals for a pedestrian walkway just south of the Pacific Shaft and the existing University Parking structure. Sound Transit's design plans

will address how its final plans will be compatible with this walkway, and how pedestrian connections will be maintained to the parking garage during and after construction.

1.5.2.2 Treatment as Campus Entrance. Sound Transit will work collaboratively with the University to design its facilities in a manner that takes into account the area of the University campus adjacent to and west of 15th Avenue NE between NE Pacific Street and NE Boat Street as an important campus entrance. Sound Transit's preliminary and final drawing will describe how Sound Transit will treat the campus entrance. Sound Transit will maintain all public amenities of the Southwest Campus Plan affected by Sound Transit construction, including the pedestrian walkways, bicycles routes, parking, open space, Sakuma View Point, waterfront development and access, and street improvements.

1.5.2.3 Construction Mitigation. Sound Transit shall provide a Construction Management Plan which shall provide for mitigation of impacts on uses in the Southwest Campus, including the College of Ocean and Fishery Sciences. Sound Transit's Construction Management Plan required under Appendix C hereto shall mitigate significant impacts on the Southwest Campus area and identify mitigation measures, including but not limited to those necessary to protect pedestrian connections, academic and research uses, access, parking, shoreline protection, and working with the University to address contractor parking and staging issues for the Life Sciences and Ambulatory care proposed facilities.

The buildings comprising the campus of the College of Ocean and Fishery Sciences are located adjacent to the construction site of the southern shaft of the Pacific Station. The Marine Studies Building includes vibration sensitive research, faculty and staff offices, classroom and student work areas. Other buildings in the area include the Academic Computing Center, the new Oceanography Building, the new Fisheries Buildings, the Fisheries Teaching and Research Building, the Bryant Building and the future Life Sciences I, II and III Buildings (construction during 2002-2005). There is frequent and heavy pedestrian traffic between these buildings and also between the southwest campus and other parts of campus.

Sound Transit's Construction Management Plan shall include provisions which address the following:

a) **Noise Mitigation:** Noise standards and possible mitigation measures are set forth in Appendix C at Section A.7. In determining how best to meet the designated standard, appropriate mitigation might include measures such as increasing the height (currently proposed to be 16 feet) and material of the construction fence/noise barrier on the western side of the site (opposite the Marine Studies Building in the Academic Computing Center), soundproofing at windows, space cooling during warmer months for spaces that are not already air conditioned and supplementary audio devices for instruction.

b) **Dust, Fumes and Odors:** Sound Transit shall locate staging of construction vehicles so that the exhaust from vehicles, or odors and soot from construction activities shall not migrate into the building air supply system for adjacent buildings, in particular the Marine Studies Building and the Academic Computing Center. Where necessary, Sound Transit shall increase frequency of filter replacement. If it is

determined that filter replacement is not a feasible means of achieving the agreed upon standard, Sound Transit shall add filters at building intake.

c) **Limits of Construction Staging:** Sound Transit will work with the University, the City of Seattle and the Contractor to establish access points to the Pacific staging area that will meet the Contractor's needs while keeping the entrance and exit points as far to the north as practical. It is recognized that the City of Seattle is responsible for the establishment of safe access points to arterial streets and has the final approval authority. Requirements for flaggers on City streets also is the responsibility of the City. Sound Transit will work with the University and the City to provide flaggers at locations where traffic problems develop as the result of Contractor activities and conflicts with University activities.

d) **Construction Traffic:** Construction traffic south of the site entry and exit shall be directed to avoid Brooklyn and Boat Streets. Construction traffic on University, University Way NE, NE Pacific Avenue, and 15th Avenue NE shall be coordinated with heavy pedestrian (student) traffic, particularly at class breaks (20 minutes and 30 minutes after the hour).

e) **Protection of Existing Utilities:** Some of the researchers rely on uncontaminated water supply. Sound Transit shall exercise high level of care in locating and avoiding existing utilities. Sound Transit shall arrange for the repair of damage caused by disrupted utilities and resulting downstream contamination. The University agrees that Sound Transit may enter into agreements with the owner of the affected utilities to arrange for the relocation, protection or repair of utilities within the construction area pursuant to existing franchise agreements or other agreements with Sound Transit. This provision shall not create any rights to compensation in any owner of an affected utility.

1.6 McCLELLAN STREET STATION AREA/UWMC LAUNDRY SITE. The UWMC Laundry site is the location of a critical laundry facility that supplies healthcare linen to six acute care hospitals and over 50 clinics and outpatient facilities, as well as the University dormitories. The Laundry's ability to operate in an uninterrupted manner and to meet the standards for clean linen are critical to the operation of the healthcare providers that it serves. The UWMC Laundry site contains a commercial building which is an important revenue source for the UWMC. The site also contains the parking associated with both the Laundry and the commercial building.

For purposes of this MOA, all structures associated with Link at the McClellan Street Station in the area of the UWMC Laundry site shall be known as the "McClellan Street Station."

1.6.1 Location, Operation and Construction Mitigation. The location, operation and construction of the McClellan Street Station will address how it will relate to the UWMC Laundry site. Operation and construction mitigation shall also be included in plans to be approved by the UWMC as further described below. In particular, the location will respect the critical public service function of the Laundry and operational needs of the commercial building. Sound Transit commits to the following items:

1.6.1.1 Location of Bus Facility. The design of the McClellan Street Station shall locate the proposed bus facilities and bus operations to the east side of Rainier Avenue South as illustrated in Sound Transit's Option 4, attached hereto as Appendix F.

1.6.1.2 Height and Support of Platform. In consideration of the UWMC Laundry's operational needs and those of the commercial building, the design of the McClellan Street Station shall keep the height of the elevated platform and the location of platform supports such that they do not interfere with Laundry truck operations or access to the commercial building.

1.6.1.3 Street Configuration and Access. In consideration of the UWMC Laundry's operational needs, the design of the McClellan Street Station shall not require changes in street configurations that would preclude laundry trucks from making their pickups and deliveries, or cause undue interference with Laundry operations from station-related bus, automobile or pedestrian traffic. Any required configuration of streets and access shall also respect the operational and access needs of the commercial building.

1.6.1.4 Minimizing Operational and Use Conflicts. The design of the McClellan Street Station shall minimize impacts on the operation of the Laundry and the commercial building to the maximum extent possible, with special consideration to the sensitivity of the Laundry's need to provide critical healthcare linen, including minimizing: use conflicts, impacts of bus, automobile and pedestrian traffic, noise, emissions, odors, dust, etc.

1.6.1.5. Minimizing Consumption of Site and Parking Area. The design of the McClellan Street Station shall reduce to the greatest extent feasible Sound Transit's consumption and use of land for Sound Transit's permanent facilities, including minimizing impacts on parking associated with the Laundry and the commercial building. Sound Transit shall identify the area of the UWMC Laundry site proposed for Sound Transit's permanent facilities by May 30, 2000.

1.6.1.6. Minimizing Construction Impacts on Property. Any use of the UWMC Laundry site for construction staging will be temporary and by lease, and such property shall be returned to the UWMC when Sound Transit's need for the area ceases. Sound Transit shall identify the area of the UWMC Laundry site proposed for construction staging by May 30, 2000.

1.6.1.7 During Construction. Construction impacts on the UWMC Laundry site shall be mitigated by Sound Transit and the following issues shall be addressed in the mitigation plan to be approved by the UWMC as further described below:

- a) Dust control and suppression.
- b) Issues related to transportation including pedestrian access, bus service, truck deliveries, emergency vehicle access, employee parking, customer access and parking, construction truck routes, laundry truck access for pickup, delivery, maneuvering.
- c) Parking (including replacement if necessary).

- d) Noise control.
- e) Emission and odor control.
- f) Stormwater control, including destination of construction site runoff.

1.6.2 Operational and Construction Mitigation Plans; Approval, Contents, Enforcement

1.6.2.1 Sound Transit will prepare operational and construction mitigation plans for the UWMC Laundry site to be submitted to the UWMC for review and approval, and until these mitigation plans are submitted and approved, no construction or construction staging can begin unless otherwise authorized by the UWMC. The UWMC's approval of the mitigation plans shall not be unreasonably withheld. These operational and construction mitigation plans shall include the operational and construction considerations set forth for the Laundry site above.

1.6.2.2 In addition, these construction and operational mitigation plans shall cover mitigation standards including, but not limited to, standards for mitigation of air quality, dust, noise, and water quality impacts; standards for property restoration, waste management and disposal, protection of utilities, non-interference with emergency access and police and fire services, and remediation and disposal of contaminated media discovered at the UWMC Laundry site to the extent of Sound Transit's obligations as set forth in Appendix C, Sections A.9 and A.10. Sound Transit will also provide for monitoring and any required remedial action as part of its plans if required by Appendix C, Sections 9 and 10.

1.6.2.3 If problems arise during construction the Laundry manager shall contact Sound Transit's Resident Engineer for the McClellan Street Station in an attempt to resolve any issues. If the issues cannot be resolved in this manner, the UWMC Executive Director will attempt to resolve the issues with the Director of Sound Transit. If the issues cannot be resolved in this manner, then the parties shall follow the processes set forth in Article X of the Agreement.

1.6.2.4 The agreements and limitations in Appendix C regarding indemnification and defense of the University in the event of hazardous waste or contamination discovery shall also apply to the UWMC Laundry site.

APPENDIX C

MITIGATION PROGRAM

This section identifies the mitigation requirements that will be met by Sound Transit in specified areas agreed to by the parties. In each area, it sets forth the mitigation standard, which the University requires Sound Transit to perform. Sound Transit agrees to these requirements. The mitigation requirements of this section call for future mitigation plans to be submitted for University Review and approval under Article VII of this Agreement. The process which will implement Sound Transit's mitigation in each area set forth below is identified in this Appendix, Appendix B, and in Articles VII and X of the Agreement. Article X of the Agreement addresses only any mitigation which might be required pursuant to the provisions of Article VI of this Agreement, dealing with future unidentified impacts. Where appropriate, enforcement measures, in addition to those provided elsewhere in this Agreement, are identified below to ensure that Sound Transit will carry out the specified mitigation. The parties agree that any mitigation or actions related thereto and required herein, whether an eligible Federal project cost or not, shall not be inconsistent with the terms and conditions of the ROD and FFGA. However, Sound Transit's duties to the University under this Appendix C may well be in addition to those duties set forth in the ROD or FFGA, provided that performance of any such additional duties does not jeopardize federal funding under the FFGA.

A. CONSTRUCTION MITIGATION REQUIREMENTS

This section sets forth the mitigation requirements of the construction phase. Sound Transit and the University shall jointly establish the submittal sequence and review schedule as soon as possible after selection of the Contractor by Sound Transit.

1. Construction Management Plan

Sound Transit and its contractor shall submit to the University for its review and approval under Article VII a Construction Management Plan. Sound Transit's designated Contractor will be subject to all the terms of this Agreement. Sound Transit will be responsible for ensuring the Contractor proceeds in a manner consistent with the terms of this Agreement in all actions taken on and in the vicinity of the University. While this Agreement identifies, for clarity purposes, the specific role the Contractor will be serving, Sound Transit itself is responsible for carrying out the requirements of this Agreement, regardless of whether or not any given implementation of the Agreement is carried out by its Contractor. The Construction Management Plan shall coordinate construction activities and minimize impacts consistent with all provisions of Appendix C. In addition to the elements identified elsewhere in Appendix C, the Construction Management Plan must include the following elements:

1.1 Schedule. The Construction Management Plan shall include a schedule submitted to the University showing the Contractor's proposed sequencing of construction activities for all components of the project. The Contractor will develop this schedule. Construction activity shall be scheduled to minimize the duration of occupancy of the University

properties, and to minimize the duration of construction activities. To the extent possible, Sound Transit shall use its best efforts to complete construction activities as soon as possible. The schedule shall identify the duration of each construction activity, including the muck removal process, drilling, and hauling.

1.2 Cumulative Impacts. The Construction Management Plan required under this Agreement shall evaluate the cumulative impacts of the various construction activities associated with the project over the life of the construction. It will include a projection as to the timing and phasing of all construction activities. It will specifically address the cumulative impacts of use of shotcrete and any other batch plant allowed by the University in the vicinity of the Pacific Street and 45th Street Stations. The plan will identify a schedule of the construction activities as specifically as is feasible.

1.3 Newsletters. Sound Transit shall prepare a monthly construction newsletter to give notice to the affected University community about the nature, duration, and timing of any activities that could reasonably be expected to have negative impacts, including hauling, staging, chemical applications, odors, noise, and street, lane and sidewalk closures. Information shall be included on detour routes.

1.4 Construction Liaison and Hotline. Sound Transit shall designate a person to serve as a community liaison for monitoring complaints that may arise during the construction period. Sound Transit shall provide a 24-hour a day hotline telephone number through which complaints of construction activities can be made. The telephone line shall be staffed during all hours of construction to allow return calls during regular business hours on the day received, provided that when nighttime construction or weekend construction occurs, monitoring and immediate return of calls must be assured.

2. Transportation/Traffic/Circulation

Sound Transit shall mitigate transportation impacts during construction. A complete Construction Transportation Management Plan (TMP) for the University area shall be prepared by Sound Transit or its Contractor and submitted for the University's review. Sound Transit agrees that its Construction TMP will address the elements set forth below. The Construction Transportation Management Plan shall describe how Sound Transit will minimize impacts on University District commuter traffic, including use of flaggers, and address the extent to which construction will be restricted on event days. Sound Transit may incorporate in its proposed Construction TMP any relevant provisions of its Design Build Request for Proposals; however, the Construction TMP shall be a stand-alone document that will be submitted to the University.

2.1 Event Days. Sound Transit shall restrict, as needed and after consultation with the University, its construction activities on the University campus on event days as scheduled unless the conditions of the work have created an urgent necessity to keep operations moving forward. (An example of an urgent necessity would be unstable ground and/or ground water conditions in the subsurface excavations that require immediate and continued attention.) For commencement weekend, Sound Transit will have no operations. For athletic events (Husky and Seahawk football games), Sound Transit will work collaboratively with University officials

to ensure minimal impact of the construction activities and assure public safety. The move-in days for students will not be considered as event days. The University has provided a schedule to Sound Transit which contains an updated timetable for when these specific event day activities described in this subsection will take place in the 2000-2001 academic year. The University will provide to Sound Transit by May 1 of each year an updated schedule for the following academic year for these specific event day activities. While the move-in days for students are not to be considered as event days subject to this MOA, Sound Transit and its contractors will take them into account when scheduling activities that require truck movement on those dates.

2.2 Transit Service, Emergency Vehicles and Delivery Truck Access.

During construction, Sound Transit's TMP shall ensure that bus service, truck delivery, and emergency vehicle access to the University campus and to the hospital is maintained and unimpeded. Sound Transit's construction management shall identify proposed access routes into and out of the construction staging and construction areas. Entrances will be chosen to minimize impacts on University uses, especially those proximate to Brooklyn Street. Sound Transit and its contractors shall be responsible for providing at least 72-hour advanced notice to the University of any street closures.

2.3 Parking and Construction Staging Replacement.

Sound Transit will include in its Construction TMP a plan for managing its construction worker parking. Sound Transit will identify, in collaboration with the University, the relocation site, of any displaced staging areas, including staging for the University Ambulatory Care project and Life Sciences project. The Construction Transportation Management Plan must specify a construction worker parking management element for construction workers. When designated parking lots are remote to the site, shuttle busses shall be provided to transport workers between the jobsite and the remote parking site. Construction workers and contractors shall not be eligible for parking within the University of Washington parking areas. Location of Sound Transit contractor parking will be at a location not detrimental to University District areas, such as diminishing the parking supply for faculty, staff, students, University contractors or visitors, or University District businesses, with the understanding that excess capacity may be used to the extent it does not interfere with the parking supply for faculty, staff, students, University contractors or visitors, or University District businesses.

2.4 Pedestrian Access/Access to Campus.

Sound Transit's Construction TMP, referenced above, shall include maintaining clear access to campus and the Burke Gilman Trail for pedestrians, wheelchairs, and bicycles, and providing clear signage and safe rerouting for pedestrians, wheelchairs and bicycles around construction areas. Sound Transit shall not interfere with the need for students to get to classes in a timely way, recognizing the goal is a five minute walk between classes. Sound Transit's plan must provide adequate lighting to promote pedestrian and bicycle safety around construction areas.

2.5 Truck Routes and Barging.

Sound Transit has evaluated several methods to address the impacts of removal of dirt from the tunnels and shafts associated with construction. These efforts include consideration of a third shaft at the southern station, use of trucks, and two forms of a barge/conveyor system (one with an above ground conveyor and one with a conveyor buried in a trench.) Based on its evaluation, Sound Transit has concluded that the buried trench conveyor is not feasible. Sound Transit believes the inclusion of a possible temporary third shaft

should be a decision made by the Contractor, because the feasibility of such a major substructure in the context of the development of the means and methods for construction should appropriately remain with the Contractor. Sound Transit believes the Contractor is in a much better position to judge the merits and limitations of a third shaft as he or she evaluates the risks associated with the work.

During the procurement process, Sound Transit will review the Contractor's proposal and discuss with each team their sequence of construction and use of the barge and conveyor. Sound Transit will encourage the Contractor to reconsider means and methods to limit the overall length and duration of the conveyor, which could include the installation of a third shaft or some other alternate means.

The City of Seattle has designated specific routes to be used by trucks in the vicinity of the construction area. In an effort to respond to the University's concerns regarding trucking, Sound Transit also offered a conveyor/barge system and has applied for the required permits for this system. Should Sound Transit propose to use the conveyor for spoils removal, the conveyor shall be insulated to meet reasonable standards for noise, and to prevent leaks and drips over public areas. Sound Transit shall stop conveyor operation if reasonable noise and leakage standards are not met. Should Sound Transit and its contractors propose to use the overhead conveyor for spoils removal, and if the University concurs in this use, the conveyor shall be designed to minimize aesthetic impacts to the maximum extent practicable on residents and users of the Marine Studies building and other buildings in SW Campus, be insulated for noise, and be designed to prevent leaks and drips. Sound Transit shall stop conveyor operations if noise and leakage standards are not met. Under this proposed mitigation, the amount of trucking would be substantially reduced. Should the University opt not to support the barging system contained in the Sound Transit applications, the original trucking mitigation plan remains available.

Sound Transit has informed the University that it is willing to use either the proposed barge/conveyor system, for which it has submitted permit applications, or alternatively the trucking approach. At this time it is not yet known if the necessary permits and approvals for this barge/conveyor will be approved. If approvals are received, Sound Transit is willing to use whichever system (trucks or barge/conveyor) the University, in collaboration with the City, determines is most appropriate. It is clear that trucking can have a significant impact on surrounding communities and city streets. For this reason, Sound Transit's own preference would be to use the proposed barge/conveyor system.

3. Land Use

3.1 Use of University Property. The University properties described in Appendix A may be used for normal construction activities, only. Sound Transit's Construction Management Plan shall describe proposed uses, their impacts and any necessary mitigation measures. The plan shall be submitted to University review under Article VII. No concrete batch plant, cement plant, asphalt plant or other high impact or noxious uses may be undertaken on site without University approval, provided, however, that a small portable shotcrete mixing facility may be utilized at both the Pacific Station and 45th Street Station worksites subject to review of a mitigation plan which includes shotcrete plants, as provided in Article VII. Sound Transit agrees to fully mitigate any possible adverse effects of the shotcrete mixing facility, including

encompassing each facility with a separate additional noise absorbent wall which will allow the facility to be operated around the clock within the noise limitations imposed by the City of Seattle Construction Noise Ordinance, as amended by the City Noise Variance granted for the project. It is Sound Transit's view that shotcrete production must be maintained at all hours to support the 24 hour tunneling operations being conducted at both the Pacific Station and 45th Street Stations; on-site facilities will avoid the need to truck shotcrete to the different sites during the night. The shotcrete facility will likely be required by the project Contractor from February 2001 through July 2004 at both Pacific Station and 45th Street Station. These small facilities will be operated to avoid dust and dirt being generated and allowed to blow outside the boundaries of the construction sites. Sound Transit commits that large quantities of aggregates will not be stored on the sites, but rather that smaller quantities, that will be able to be contained in relatively small bins, will be trucked in regularly. While it is Sound Transit's preference to also allow the use of a small portable concrete mixing facility at the Pacific Station south site as an alternative to relying on trucking the concrete through city streets, the University will under this Agreement first have to give its approval to any such use. The small portable concrete mixing facility would be mitigated in a similar manner.

3.2 Impact to Grounds. The University requires pre-approval of any grounds disturbance outside the construction staging areas or designated access routes. Any landscaping damage inflicted by Sound Transit's construction outside the construction areas and designated access routes will be repaired and restored according to University standards which include damaged landscape removal, complete soil preparation, approved planting and adequate irrigation to establish the replaced landscape.

4. Aesthetics/Visual Resources/Light and Glare

4.1 Sound Transit shall maintain all construction areas in a manner consistent with the campus atmosphere and pedestrian safety. Upon completion of the Sound Transit project, the properties will be restored to a state compatible with the University campus. A Construction Management Plan shall provide for fencing, graffiti removal, debris cleanup, and signage. The fencing plan may be required to provide higher fences than the 16 foot noise barrier wall (required for noise mitigation) if necessary to protect uses in nearby buildings. Sound Transit and its Contractor shall maintain the construction areas and adjacent streets to ensure removal of dirt and other construction debris using best management practices.

4.2 Where night construction is involved, a lighting plan shall be included. Pedestrian ways shall be safely lit. To avoid or minimize glare, electric lighting shall be directed downward and task centered so that intrusive lights will not affect academic uses, residence halls or the medical center.

5. Air Quality/Dust and Fumes

The University requires that Sound Transit will conduct its construction in a manner that protects the air quality on campus, both indoors and outdoors. Sound Transit's Construction Management Plan required by the Agreement shall contain an air quality element that incorporates the necessary protective mechanisms identified by the University. The plan and its air quality element shall be reviewed pursuant to Article VII.

5.1 Dust. Sound Transit’s Construction Management Plan will use best management practices to contain dust so that no visible emissions beyond the boundaries of Sound Transit’s construction staging areas occur. Prior to the start of construction, the University shall provide access to Sound Transit’s mechanical engineer in order to conduct a reconnaissance of key facilities in proximity to the work and to assess the current status of each structures’ heating and ventilation system(s). Sound Transit shall cover the costs of any additional filter changes and increased janitorial/custodial services caused by the Sound Transit project.

5.2 Odor. Sound Transit shall not allow the construction project to produce odors that interfere with regular use of University buildings. This includes, but is not limited to, odors associated with the use of chemical products and the operation and location of construction vehicles and machinery. Prior to the start of construction, the University shall provide a listing of facilities that have “sensitive” areas, and to the greatest extent possible, quantify the allowable limits. Prior to the start of construction, the University shall provide access to Sound Transit’s mechanical engineer in order to conduct a reconnaissance of all “sensitive areas” to assess the status of the current heating and ventilation system(s). Sound Transit shall identify in its Construction Management Plan any activities that may cause odor impacts on the University or its sensitive areas, and shall include provisions for mitigation and advance notice to the Construction Field Officer of any such activities.

6. Vibration

6.1 Construction Vibration Report. The University has provided to Sound Transit standards for construction vibration at the campus. Sound Transit has agreed to supply the University with a description of the construction activities and equipment that will likely be used by the Contractor and available vibration data for these activities and equipment. Sound Transit will provide acceptable mitigation measures to meet all standards that are identified by the University. Construction vibration is anticipated to come from primarily multiple sources: (1) mine train; (2) tunnel boring machine; (3) impact equipment operations at the construction work sites and some drilling associated with the construction of the elevator shafts, and (4) trucks hauling dirt from the tunnel excavation or other construction vehicles. Sound Transit’s Contractor will be subject to all of the terms of this Agreement. Sound Transit will be responsible for ensuring the Contractor proceeds in a manner consistent with the terms of this Agreement in all actions taken on and in the vicinity of the University. While this Agreement identifies, for clarity purposes, the specific role the Contractor will be serving, Sound Transit itself is responsible for carrying out the requirements of this Agreement, regardless of whether or not any given implementation of the Agreement is carried out by its Contractor.

6.1.1 The mine train’s activity will be the longest in duration and could take up to two years, assuming it operates six days a week around the clock. Sound Transit’s Contractor will more specifically identify duration and hours of operation, and shall strive to minimize the impacts of the activity.

6.1.2 Operations of the tunnel boring machine in proximity to the Physics and Astronomy Building (“PAB”) and other facilities in proximity to the Pacific Street Station are a short term component of the overall mining, consisting of several weeks of

operation. Sound Transit's Contractor will more specifically identify duration and hours of operation, and shall strive to minimize the impacts of the activity. It is not anticipated that there will be significant impacts on the University operations. However, to the extent there are measurable impacts, it may be difficult, if not impossible, to mitigate. Accordingly, Sound Transit agrees to minimize the impact on University operations without unduly extending the period required for this boring activity.

6.1.3 Drilling associated with the two elevator shafts and the use of impact construction equipment will occur over limited time periods over the construction period. Sound Transit's Contractor will more specifically identify duration and hours of drilling operations and will strive to minimize impacts of such activity. Sound Transit will advise its contractors that any drilling operations or the use of impact equipment in this area are to be limited to the period from 7:00 a.m. to 10:00 p.m., and of any other restrictions imposed by the Construction Management Plan to be approved by the Regents. The vibrations from these activities are not anticipated to be significant. Sound Transit will coordinate its activities in this area in a manner that minimizes impacts on University operations without unduly extending the period required for this activity.

6.1.4 Trucking impacts will depend in part on whether the barging method or the haul method of transporting muck is chosen. Sound Transit's Contractor will identify the duration and hours of the trucking impacts associated with construction activities, with and without the barging scenario. The report will identify the duration and hours of the barging activities.

6.2 Construction Management Plan/Vibration Element. Sound Transit shall submit as part of its Construction Management Plan, a vibration mitigation element that mitigates construction vibrations found to exceed the University standards. The plan shall be submitted to the University for review under Article VII and shall address the following.

6.2.1 The plan will include, if required, mitigation for the ground vibrations from the operations of the mine train. The vibration mitigation will be provided for the entire length of each tunnel within the University campus from Portage Bay to NE 45th Street. If a barging conveyor system is used, then vibration shall be mitigated through design and hours of operation. Vibration from trucks shall be mitigated through provisions such as road maintenance on and off the construction site. In the PAB and Oceanography Buildings, the isolation tables are not needed unless there are sensitive equipment or activities in the basement or at-grade levels. The University and Sound Transit will evaluate the construction activities and source generated vibration from the different equipment used and determine which areas of the University will be impacted. At those locations where construction vibration is found to exceed the vibration standards, Sound Transit shall provide isolation at the vibration sensitive laboratories within the University buildings using active isolation tables or benches. In those instances and locations where it is clear that construction vibration will in fact exceed vibration standards on a given laboratory, isolation devices will be installed in those laboratories prior to commencement of construction activities. In other instances, a determination of need will not be possible until construction has commenced and additional measurements can be conducted. For the Life Sciences Buildings, which are yet to be built, vibration measurements will be conducted after building occupancy to confirm the need for isolation tables.

6.2.2 Sound Transit will include as part of the Construction Management Plan vibration element, a program to monitor potential impacts that may occur to the University activities during construction. The monitoring program will determine if the mitigation plan is effective in achieving the standards set by the University. If the program is not effective and further mitigation is necessary, the monitoring plan will specify further mitigation measures that will be implemented. The monitoring program will use a hot-line to gather information from the University staff on any disruptions to their work that may have been caused by construction activities. All calls will be evaluated by the Sound Transit Resident Engineer to identify the construction activities that may have resulted in the disruption. The program will identify those areas where additional mitigation measures may be required to minimize any future disruptions to the University activities.

6.2.3 To the extent that the Construction Vibration Report set forth in this section identifies a standard that cannot be met at a given location, or if the monitoring program reveals that the standards are not being met and the condition is not corrected, then the mitigation plan shall provide for relocation and compensation. Specifically, Sound Transit agrees to mitigate the significant impact on the University laboratory facilities that has been identified to provide any necessary support and relocation expenses that may be required at offsite alternate laboratories for this activity.

6.2.4 Because the Sound Transit tunnel goes completely under campus buildings, Sound Transit and its contractor shall monitor the structural integrity of buildings on a continuous basis during construction to check for any movement in the buildings, settling, cracking and shall repair any problems that develop as a result of construction activities.

7. Noise

Sound Transit will prepare a construction noise mitigation plan for University approval under Article VII describing how Sound Transit will meet the criteria given below. The noise mitigation plan may be incorporated as an element of the Construction Management Plan.

7.1 General Daytime Noise Standard. Sound Transit will maintain noise levels in keeping with the research, residential and academic uses on campus. The intent of the University's interior noise standard is to protect the people within the occupied spaces that could be impacted by construction noise. The standard for measuring noise levels within an occupied space when one is concerned with sound transmission through an exterior window wall is to conduct these measurements in the center of the room. This procedure considers the "room effect" -- how the finishes of the room effect the noise levels that are transmitted through the window. Rooms that have sound absorptive finishes will be different from those with hard sound reflective finishes. This procedure is fully described in the American Standards for Testing Materials (ASTM) procedure E336-97, "Standard Test Method for Measurement of Airborne Sound Insulation in Buildings."

As an alternative, Sound Transit has proposed a measurement distance of 6 feet from the inside of a window to represent the average proximity that an occupant of the room may have to that window. A measurement standard is necessary to conduct enforcement monitoring when required. Measured noise levels will vary if the monitoring is not conducted at the same location

within the room. Noise measurements made in the center of the room as per the ASTM standard would permit more noise transmission through the window than the measurement standard proposed at 6 feet from the inside of the closed window.

The University requires that the level of construction noise inside those classrooms located in adjacent buildings should not exceed L_{max} 55 dBA (with windows closed), as measured six feet on the inside of the window using the slow scale of a sound level meter. To meet the University's interior noise level of an L_{max} of 55 dBA at the inside of the adjacent buildings with closed windows, Sound Transit construction activities will be fully enclosed by a minimum 16-foot noise barrier wall. Sound Transit is currently evaluating the extent to which its proposed construction activities will satisfy the University's interior noise standard, and what if any additional mitigation will be provided to meet the standard. Sound Transit has already committed to mitigate and is currently evaluating potential noise impacts from construction on the Burke Museum (see Appendix B at p. B-2 and reference to Burke Museum Study).

7.2 Nighttime Noise. During the nighttime hours of 10 p.m. to 7 a.m., weekdays and 10 p.m. to 9 a.m., weekends, Sound Transit construction activities will meet noise limits set by the City's Nighttime Noise Variance and the mandatory contract specification. The variance noise limits are based on an increase in the average existing nighttime noise levels at the University campus from 11 p.m. to 7 a.m., using a sliding scale: 5 dBA increase for areas where the existing level is less than 60 dBA to no increase where the existing levels are 81 dBA or more. Sound Transit shall include a monitoring plan that monitors at least the first year of construction. Periodic monitoring shall be required for the following years if the noise criteria are not being met.

7.3 Special Noise Standards. The University will identify certain limited areas where uses have special noise sensitivities and the University proposes to apply special standards. Any such special standards will be identified within 30 days of the execution of this Agreement. For each special noise standard not presently identified in this Agreement, the University will identify the special standard and work collaboratively with Sound Transit to determine the reasonableness of the standard and appropriate noise mitigation. Any disputes regarding the applicability of the standard or the appropriateness of a given level of mitigation will be resolved by the Leadership Group dispute resolution process provided for in Article 10.2 of this Agreement. In each instance where the University proposes a special noise standard, it will first present Sound Transit with technical justification for the departure from the other noise standards provided for in this Agreement.

8. Water Quality/BMP's

Sound Transit shall maintain water quality during construction. Sound Transit shall develop a construction mitigation plan for University approval to contain surface water runoff and water quality through the use of best management practices. This may be incorporated as an element of the Construction Management Plan. The Sound Transit contract put out for public bid shall reflect the agreement of the parties on water quality mitigation.

Sound Transit shall apply for an NPDES permit and will include an Erosion Control Plan and follow best management practices. The Department of Ecology and other regulatory agencies will, through their requirements, assure strict water quality standards for all water discharge from Sound Transit's sites. The Record of Decision requirements in this area will also be met. Sound Transit's Link Project will not use or interfere in any way with the University's own storm drainage system.

9. Waste Management and Disposal

Sound Transit is responsible for safety management and disposal of hazardous waste and non-hazardous waste generated during construction and operation in compliance with all applicable local, state and federal laws and regulations.

10. Discovery of Hazardous Material/Contamination

Sound Transit is responsible for the safety management and disposal of hazardous waste and non-hazardous waste generated during construction and operation in compliance with all applicable local, state and federal laws and regulations.

10.1 Sound Transit is responsible for remediation and disposal of contaminated media disturbed by Sound Transit on campus or at the UWMC Laundry. Any Sound Transit plan for remediation or disposal must meet with the approval of the Environmental Health and Safety Department's Hazardous Materials and Waste Management Office ("Office"), including the approval of the disposal site. The Office needs to be notified immediately of any suspected or confirmed discovery of site contamination in excess of applicable regulatory standards. Remediation and disposal needs to be carried out in compliance with all applicable local, state, and federal requirements.

10.2 Sound Transit agrees to indemnify, defend and hold the University harmless for any activities for which Sound Transit is responsible pursuant to Appendix C, Section 9 and Subsections 10.1 above. This indemnification and defense obligation shall apply in the event that an agency with jurisdiction imposes liability on the University for, and/or the University is required to perform activities for which Sound Transit is responsible pursuant to Appendix C, Section 9 and Subsections 10.1. In the event that a regulatory agency with jurisdiction imposes liability on the University for and/or the University required to perform management, disposal and/or remedial activities for which Sound Transit is not responsible under Appendix C, Section 9 and Subsections 10.1, such liability and/or requirement shall be deemed an unanticipated impact, and any allocation of such liability and/or requirements between the University and Sound Transit shall be determined by the Leadership Group in accordance with the Dispute Resolution Provisions set forth in Subsection 10.1 of the Article X of this Agreement. This indemnification does not apply in the event of negligence by the University.

11. Public Services/Police and Fire

11.1 Construction. Emergency access to and from the campus must be maintained during construction to allow current level of service. As part of its Construction Management Plan, Sound Transit will provide a plan for emergency services to its construction

sites and shall be responsible for ensuring timely response to construction accidents or any other incidents caused by its construction activities. Sound Transit is developing its own Construction Safety Manual. This Manual will be submitted to the University along with the Construction Management Plan. The plan will address how Sound Transit will address traffic flow and who will perform traffic control, who performs security functions, how it will respond to alarms, how it will respond to complaints regarding security, including who investigates. A 24-hour staffed hotline will be established.

11.2 Design Mitigation. The security issues can be divided into two groups of plans that must be submitted to the University for approval: 1) one set of plans that affect design; and 2) a second set of plans that affect operation. In recognition of the work being done by a separate committee that may produce agreements between now and the commencement of operation of system, this section of the Agreement will focus on the first category of plans. These plans to be submitted by Sound Transit to the University for review and approval under Article VII include the following design-influencing plans:

- a) Crime Prevention through Environmental Design and Situation Crime Prevention Plan, including: communications capabilities in all areas of the station, and the tunnel runs; emergency and passenger assistance phones; Closed Circuit TV in high risk areas; loud speaker/public address system; alarm system; emergency electrical power; emergency access for each station shaft, an adequate number of high speed elevators per station shaft to serve passenger demand; and fire and water protection of utility cables;
- b) Development of a plan that will bar unauthorized persons from platform;
- c) Development of emergency power for stations and trainways;
- d) Hazardous materials response plan;
- e) Plan for emergency egress/emergency services access on stations;
- f) Plan for fire sprinklers at station platform level;
- g) Development and signing of mutual aid agreements with adjoining law enforcement agencies allowing for cross jurisdictional assistance during crisis incidents; and
- h) Development of a maintenance program that will provide for a clean, sanitized, and properly maintained facility to include the timely removal of graffiti.

12. Utilities

Sound Transit shall protect University utilities. As part of its Construction Management Plan, Sound Transit will be required to submit to the University a Utility Protection Plan which will include requirements such as: locate and protect or relocate and abandon/remove all underground utilities; remove and relocate code blue phone at 15th Avenue NE and NE 45th Avenue; locate and protect duct bank, including fiber optic lines; determine the impact from the tunneling and removal of dirt on the performance of the grounding system at the West Receiving

Substation; and a method or procedures plan for all utility disruptions and a disaster recovery plan (i.e. back up/disaster plan if protection fails), including University's recourse in the case of a disaster (i.e., resort to fallback plan or shut down construction).

The University shall not require Sound Transit to submit plans or to take any action that is inconsistent with or exceeds the requirements of any agreement entered into by Sound Transit and the utility owner of a potentially affected utility line for the protection, repair and continuation of uninterrupted service by said utility line. When entering into agreements with any utility owner, Sound Transit shall provide for compliance with the terms of this MOA and shall provide for the protection, repair and continuation of uninterrupted service to the University. Any proposed utility work will be included in the construction management plan required under this Agreement. The University will be provided with notice and an opportunity to comment on the utility agreements.

Sound Transit does not anticipate any significant or adverse impact on the University utilities as set forth above, and agrees to work with the University to ensure that the Link project does not impact the University utilities. If utility service is impacted by Sound Transit construction activities, Sound Transit commits to performing diligent repairs within 24 hours, although the parties recognize some repairs may not be feasibly completed within 24 hours.

13. University Tenant Impacts

Sound Transit shall notify University tenants who may be affected by construction and operation of Link. Sound Transit will contact these tenants and keep them regularly informed of the status and project schedule. The University shall not be responsible for mitigating any tenant impacts.

14. University Staffing Costs for Supervising Construction

Sound Transit shall fund for the life of the Link project construction the equivalent of 4.3 FTE (full-time equivalent) University staff positions to support the construction of Link. It is anticipated that one of these positions would be for a University Field Construction Supervisor who would co-locate with Link construction staff in the field office. The University has the sole discretion to hire and manage these positions. Sound Transit and the University will work together to establish these positions in the most cost-effective way possible. The parties acknowledge that the funding the staff positions provided herein may not be an eligible Federal project cost. However, the responsibility of Sound Transit to fund these University staff provisions under this section is not negated or diminished if these costs are deemed not to be an eligible Federal project cost.

15. EMI

Activities during construction and testing of the system prior to operation, including but not limited to, the use of dc power tools, auxiliary power supplies, and dc testing equipment, are subject to the same criteria for static and ac fields as for operation described in Appendix C, Section B7.

Sound Transit will take precautions during construction, testing and operation of the system to ensure that leakage currents on the system or other conducting paths, including but not limited to, water systems and electric utilities, do not produce fields that exceed the criteria for static and ac fields described in Appendix C, Section B7.

B. OPERATIONAL MITIGATION

1. Transportation

Sound Transit shall work with the University to ensure that the Sound Transit project does not have significant adverse impacts on the University and that the University's Transportation Management Plan works in concert with the Sound Transit Link light rail system. Sound Transit shall prepare for submittal to the University under the process set forth in Article VII a Transportation Monitoring Plan to evaluate impacts after the station(s) are in use. If Sound Transit prepares a monitoring plan under the terms and conditions of its permits with the City of Seattle, Sound Transit may submit relevant portions of that plan for University review. In the plan, the following areas shall be addressed.

1.1 Traffic. Sound Transit will work collaboratively with the University to minimize impacts on the University's transportation systems and to promote coordination between the Sound Transit and University systems. Sound Transit will work collaboratively with the University to minimize impacts on the University's transportation systems and promote coordination between the Sound Transit and University systems.

1.2 Mitigation of Transportation Impacts of NE 45th Street Station. Sound Transit has fully analyzed the expected transportation impacts of the NE 45th Street Station. In order to address any additional traffic, parking, bus service, and related transportation impacts at NE 45th Street which may occur if there is an interim period when the Link system ends at the NE 45th Street Station, Sound Transit agrees to mitigate those additional significant impacts until such time as Link may open an additional station north of the University District. Sound Transit will pay the costs of an independent study which will evaluate the transportation conditions before and after the NE 45th Street Station becomes operational to better understand its impacts. Sound Transit agrees to conduct ongoing traffic monitoring at this location. The study would commence one year prior to the start of service (September, 2005) and would be completed one year after the start of service (September, 2007). The study would evaluate traffic, parking, bus service and other related issues to measure before and after conditions and determine any impacts directly associated with Sound Transit's project. Because of the City of Seattle's responsibilities associated with street operations and rights-of-way use, the City would be asked to provide a "third party" review of the study's scope, analysis and conclusions to resolve differences, if any, between Sound Transit and the University. If the completed study identifies any significant impacts specifically attributed to Sound Transit operations, Sound Transit agrees to reasonably mitigate those impacts (if they have not already been mitigated by Sound Transit's current committed actions).

The study will examine the source of any NE 45th rail station-related problems (i.e. hide-and-ride or other parking, bus volumes, auto drop-off/pick-up traffic, pedestrian volumes and bicycle access) and identify appropriate actions directly related to the source of that problem.

Sound Transit will provide the University with the study and the mitigation it proposes. Such recommendation will be subject to the review process outlined in Article VII. Sound Transit commits at this time to fund any of the appropriate actions which can mitigate identified problems directly attributable to the operation of the Link project terminating at the NE 45th Street Station. These could include: the expansion of restricted parking zones (RPZs), installing additional parking meters, coordination with commercial parking lot operators and University parking program to encourage the use of higher parking charges to discourage longer stay commuter parking, increased parking enforcement, additional bus route and schedule improvements to avoid problem areas, locate auto drop-off/pick-up zones away from busy roadways or intersections, strict enforcement of parking violators in no-parking areas, evaluate signal timing and walk cycles to better address pedestrian volumes or intersection operations, widen crosswalk widths, increase bicycle parking capacity, improved signage or other reasonable actions. If problems are identified, Sound Transit will fund and implement appropriate mitigation actions and will work with the City of Seattle, King County Metro, Community Transit and the University to implement those actions on its behalf.

1.3 Parking. Sound Transit has assessed the extent to which, if at all, the so-called “hide and ride” problem is likely to exist and is likely to be a significant adverse impact of Link on the University. Sound Transit will work collaboratively with University transportation staff to monitor and take appropriate actions to address any significant identified impacts.

1.4 Pedestrian Access. Sound Transit is committed to a design which is consistent with the pedestrian access standards of the University.

1.5 Bus Service. Sound Transit understands the importance to the University of maintaining bus service. Consistent bus service is also important to the success of Link. Accordingly Sound Transit will work with the University, the City, and King Country to achieve this goal.

1.6 Bicycles. Sound Transit plans provide for community bicycle facilities. Its budget includes mitigation of anticipated bicycle impacts.

1.7 Hours of Operation/Special Events. The University and Sound Transit will work together to ensure the campus is served during hours compatible with University needs, including campus use, medical shifts, athletic events, and other special events.

Sound Transit also will support the University’s needs to the greatest extent possible, given Link’s system-wide requirements and limitations.

2. Aesthetics/Visual Resources/Landscaping

Sound Transit will restore the impacted campus landscape and grounds. Sound Transit shall pay for the cost of landscape restoration on the campus needed as a result of Sound Transit construction actions. Sound Transit agrees to develop a Landscape Plan for University review under Article VII; landscaping will be selected for ease of maintenance, maintaining visual security, and to provide delight and respite.

The plan shall define the scope and intent of the landscape restoration and replacement, including a budget for funding by Sound Transit (updated with each step of review starting at site program development and continuing through final construction documents).

3. Vibration

In order to protect the valuable research function of University buildings, Sound Transit shall mitigate vibration caused by the operation of the Sound Transit system. Sound Transit agrees to provide mitigation measures at the source of the vibration, in the transit tunnel and at the receiving basement or at-grade levels of the PAB, Ocean Sciences Building and future Life Sciences Building where there are vibration sensitive activities or equipment.

3.1 Mitigation at the Source. Sound Transit agrees to mitigate vibration at the source by installing a floating slab of 2,800 route feet so that it extends up to 1000 feet beyond the affected University buildings (Physics and Astronomy, Life Sciences II and III, and Oceanography building). The natural frequency of the slab shall be less than or equal to 10Hz. The floating slab shall be designed substantially as shown in drawings attached hereto as Appendix E. The final design will be provided to the University by June 20, 2000.

3.2 Mitigation at the Receiver. Sound Transit agrees to provide active isolation tables and benches, at those laboratories identified by the University located in the basement or at-grade levels of the PAB and Ocean Sciences Building where there are vibration sensitive activities or equipment. Sound Transit also agrees to provide active isolation tables and benches in the basement or grade level of the future Life Sciences Building where vibration sensitive activities or equipment will be located. Sound Transit also recognizes the need to provide mitigation for the Geophysical Fluid Dynamics Laboratory in the Ocean Sciences Building and is prepared to discuss its requirements.

The University and Sound Transit shall agree on a list of locations in the basement or grade level of the PAB and Ocean Sciences Building at which active isolation tables are required by June 20, 2000. Sound Transit and the University shall agree on a set of criteria for the selection of locations at which active isolation tables are required for the future Life Sciences Building by June 20, 2000. This list and the criteria are subject to review under Article VII.

3.3 Acceptance: Sound Transit shall incorporate an Acceptance Protocol as part of its systems commissioning process. This Acceptance Protocol shall demonstrate to the University that the design criteria set in Section 3.1 have been met. For failure to pass this Acceptance Protocol, all enforcement provisions of this Agreement shall apply and Sound Transit shall not operate the system until such deficiency is remedied to the satisfaction of the University. Remedies may include but shall not be limited to:

- a) additional mitigation at the source, including but not limited to repair or replacement of floating slab and/or changes in train equipment or materials which may improve mitigation results;
- b) additional mitigation measures at the receiver as required to achieve the vibration criterion;

- c) reduction of train speeds; and/or
- d) relocation of sensitive research laboratories.

3.4 Operational Vibration Monitoring Plan. Sound Transit shall submit for University review under Article VII an Operational Vibration Monitoring Plan. The monitoring plan shall provide for monitoring mechanisms to be installed at the vibration sensitive areas and the tunnel. The mechanisms must allow for daily monitoring of the vibration levels at affected buildings to ensure that the mitigation standards are being maintained. The monitoring plan will describe the monitoring devices to be installed at the buildings for this purpose. The monitoring plan will provide methods for reporting the results of the monitoring program. The monitoring will establish a baseline by which future transit vibration can be compared. Increases in future transit ground vibration levels would require Sound Transit to undertake additional mitigation satisfactory to the University in order to bring the system back to its baseline condition. The University understands that Sound Transit is not responsible for increases in ambient vibration levels not attributable to light rail. Mitigation measures to be included in the monitoring plan and to be undertaken at Sound Transit's cost may include the following each of which shall be addressed in the plan:

- a) reduction of train operating speeds;
- b) maintenance activities to improve the mitigation results, including but not limited to ensuring the tracks and wheels of the Link trains are maintained in a smooth working order to minimize vibration;
- c) additional mitigation measures at the receiver that may achieve the vibration criterion;
- d) repair or replace the floating slab; and/or
- f) relocation of sensitive research laboratories.

3.5 Enforcement. As required in Article XIII, a security measure acceptable to the Regents shall be established as a mitigation enforcement.

4. Noise

Operation of the Link system will comply with Sound Transit's system-wide noise criteria on and around the University. Sound Transit does not anticipate any significant adverse noise impacts from operation of the Link system. Noise associated with the testing of the emergency ventilation system or ancillary equipment will be mitigated.

5. Public Services/Police and Fire.

5.1 Safety and Security Plan. Sound Transit is working with a region-wide Fire/Life/Safety Committee, on which the University is represented, and will develop, working with the Committee, a Fire/Life/Safety plan. Sound Transit shall develop a safety and security plan that addresses both: (1) crime prevention through environmental design; and (2) operational

safety including emergency evacuation, hazardous materials response, maintenance for clean and sanitary facilities, personnel training and drills, staffing, and crime reporting.

5.2 Crime Reporting. Sound Transit, or their designated law enforcement agency, will submit a report to the University of Washington Police Department, on a monthly basis, which will include a listing of the crimes committed in or around each of the two individual University District Stations. The crimes mandated for reporting to University of Washington Police Department will be those crimes listed under Title II of Public Law 101-542, also known as The Student Right- to- Know and Campus Security Act, and will be adjusted to reflect any future modifications to the Act.

6. Utilities

Sound Transit does not anticipate any adverse impacts to University utilities associated with Link's operation or maintenance. To the extent such impacts are identified, however, the University requires advance notice of, and the right to approve, any Sound Transit activities during operation or maintenance that would affect University utilities.

7. EMI.

7.1 Sound Transit shall mitigate Electromagnetic Interference (EMI) caused by the operation of its system. Sound Transit has reached substantial agreement with the University with regard to an EMI prevention program and will incorporate this agreement into its bid requirements. Sound Transit includes at Appendix H a general drawing and description of the EMI mitigation program. A monitoring and maintenance plan shall be submitted by Sound Transit to ensure the standard is met.

7.2 Sound Transit will design and construct the system to meet the recommended EMI standards applicable to transportation systems.

7.3 Sound Transit will design and construct the system in a manner that protects occupied space of the Physics/Astronomy Building and of the proposed Life Sciences II and III Buildings from static (less than 1Hz) magnetic-fields. In order to do this, the magnetic flux density ("B field") due to operation of the Sound Transit system must be no greater than 0.5 milligauss (mG) at the outer wall of the Physics/Astronomy Building, and the "B field" due to operation of the Sound Transit system at the proposed Life Science II and III Buildings must be no greater than 1.0 mG at the closest occupied point.

7.4 Sound Transit will design and construct future expansions and modifications to the system so that the criteria described above for the Physics/Astronomy Building and the proposed Life Sciences II and III Buildings continue to be met.

7.5 Sound Transit, in consultation with the University, will evaluate the EMI on the portion of the University campus north of the segmented section and identify appropriate mitigation. Sound Transit has supplied corrected information to be used in modeling to correct conflicting information and will supply any such information identified in the future.

C. OFFSET FOR PERMANENT MITIGATION.

The parties acknowledge that siting, design and mitigation measures engaged in by Sound Transit may provide direct special benefit to the University. Because of the substantial design and other control available to the University in the Memorandum of Agreement, the parties agree that the cost of certain improvements should be shared by the University, or if funded by Sound Transit, should be offset from amounts payable to the University under Agreement Article V or otherwise. This cost sharing or potential offset for permanent mitigation shall not apply to any temporary mitigation measures or permanent mitigation required as a result of the project's impacts on the University, but only to such permanent mitigation measures that provide increased property value to the University above what would exist without the Project. In the event of a claim by Sound Transit that there is to be an offset for any permanent mitigation, the process in Agreement Section 5.8 shall be employed, but the dates set forth in that section shall not apply. The potential offset for permanent mitigation provided for in this section is intended to apply only to expenditures incurred by or improvements made by Sound Transit.

APPENDIX D

PROJECT DRAWINGS FOR SEGMENT OF LINK LOCATED ON UNIVERSITY PROPERTY

[This material is bulky, and enclosed under separate cover.]

APPENDIX E
VIBRATION MITIGATION DRAWING

[DRAWING TO BE PROVIDED]

APPENDIX F

McCLELLAN/BUS STATION

FACILITY LOCATION

[DIAGRAM TO BE PROVIDED]

APPENDIX G

LINK LIGHT RAIL PROGRAM ANTICIPATED MAJOR MILESTONES

The following list shows the anticipated major milestones likely to occur on the Link Light Rail Project prior to transfer of the Downtown Seattle Transit Tunnel in the fall of 2004 and the opening of the Link Light Rail. Many of these milestones are not under the control of Sound Transit; this schedule shows Sound Transit's anticipation of the actions of external agencies.

1. Spring 2000 -- State legislative session -- Sound Transit will know *initial* State contribution.
2. Spring/Summer 2000 -- Sound Transit Board establishes "Northgate Segment Account," to apply additional funding and/or cost savings to Northgate extension.
3. June 2000 -- Full Funding Grant Agreement expected to be finalized at FTA regional level and submitted to FTA in Washington, D.C.
4. Summer 2000 -- Preliminary design complete for Northgate segment; Board selects locally preferred alternative; final design proceeds on Northgate segment.
5. Summer 2000 -- Bid opening for major design-build tunnel contract -- Sound Transit Board commences negotiations with contractor -- results made public at end of negotiations.
6. August 2000 -- FTA scheduled to submit Full Funding Grant Agreement (FFGA) to Congress.
7. October 2000 -- Full Funding Grant Agreement scheduled to be finalized -- Sets amount for *initial* Federal contribution for Link Light Rail (MOS1).
8. October 2000 -- Contract award for design-build contract following FFGA -- Decision point for tunnel construction to proceed between Downtown and University District.
9. November 2000 -- Governor's Blue Ribbon Commission on Transportation scheduled to transmit findings to the State Legislature.
10. 2001 legislative session -- A biennial budget year; Sound Transit should know the amount of the *additional* State contribution (including possible \$116M Sales Tax Credit). Depending on outcome of 2001 session, Sound Transit determines how much more funding is required, including additional state and/or federal.
11. Spring-to-Fall 2001 -- Final design of Northgate segment; right-of-way acquisitions underway by end of period.

12. Winter 2001/2002 – Earliest schedule to proceed with construction contract procurement for Northgate segment, assuming Sound Transit received legislative help.
13. 2002 – Earliest date at which tunnel construction for 45th Street to Roosevelt could commence -- assuming additional State contribution (funded by Northgate Segment Account).
14. 2003 -- TEA21 expires and Congress expected to take up reauthorization bill; new six-year funding program approved.
15. Spring/Summer 2004 -- Second FFGA scheduled to be negotiated and approved. This agreement would commit federal government to additional funding beyond first FFGA (including any federal contribution to Northgate extension necessary above and beyond state funding secured).
16. Summer 2004 – Most of the tunneling construction in the U. District scheduled to be complete; station construction ongoing.
17. September 2004 – Downtown Seattle Transit Tunnel transferred from King County to Sound Transit – the transfer and, ultimately, the opening date of the Light Rail Link will depend on many of the milestones above as well as the following:
 - (a) The surface improvements on downtown streets are satisfactory completed;
 - (b) whether the Full Funding Grant Agreement for the first Minimum Operable Segment was signed with the FTA in 2000;
 - (c) the actual flow of appropriated federal funds resulting from the initial FFGA for MOS1;
 - (d) the design/build contract award which will establish the costs for the First Hill/Capitol Hill/University District tunnel;
 - (e) the Sound Transit Board's Locally Preferred Alternative for the Northgate segment (segment A) which will establish its estimated costs;
 - (f) the completion of final design on the Northgate segment, further refining project costs;
 - (g) the status of budget-to-actual construction costs of the project to date, documenting actual costs under or over the budgeted costs;
 - (h) the status of Congressional legislation to reauthorize TEA-21 and establish a new multi-year authorization budget for transit New Starts, i.e., legislation has been successfully introduced and/or passed.;

- (i) an assessment of the financial partnership established with the State of Washington;
and
- (j) the status of the second FFGA for the Rainier Valley to SeaTac and University District to Northgate segments.

APPENDIX H

EMI DRAWING AND DESCRIPTION OF EMI MITIGATION PROGRAM

Sound Transit intends to incorporate significant design and construction effort into reducing Electro-Magnetic Field strengths in the vicinity of the Physics-Astronomy Building and the proposed Health Science Buildings. This effort is sometimes referred to as the EMI Mitigation Program. The goals of this program are to reduce the low frequency (less than one HZ) B field strength to less than 0.5 milligauss at the outer wall of the PAB and to less than 1.0 mg at the closest occupied point of the Health Sciences Buildings.

The design approach is primarily to minimize any unbalanced DC currents. If positive and negative currents are kept in close physical proximity, their B fields are cancelled out. In the locations where current must be unavoidably routed in a geometrical configuration that would tend to create high B fields, special techniques will be used which will provide necessary cancellation. Generally this involves creating "T-sections" at critical spacing as shown on the enclosed drawings. The preliminary design has been completed as of May 2000 and is thought by all concerned to be adequate. Minor changes during final design should not have a meaningful effect on results. All changes will be monitored closely by appropriate Sound Transit personnel.

The positive DC supply will also be routed in a continuous loop at track level throughout the affected section as shown. Careful attention is being paid to routing of DC feeder cables along tunnel walls and walkways. Additionally, complete electrical isolation of the entire University Area DC traction electrical supply system will be the normal configuration.

During emergency operation, certain changes may be required for short periods of time that could increase B field strengths accordingly. These situations would generally be known prior to implementation and the University would be contacted. These abnormal situations would typically be for scheduled maintenance. The time required for maintenance might be on the order of a few days and occur a few times per year.

It is understood that prior to operation of trains in the affected area, ambient field strength measurements will be conducted by an agreed upon team of experts with adequate test equipment. These same measurements will be repeated after operation of the Light Rail system begins so that the effectiveness of the design and construction efforts may be analyzed.

STAFF REPORT

SOUND TRANSIT RESOLUTION NO. R2000-08

Memorandum of Agreement with University of Washington

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Finance Committee	5/4/00	Discussion	Paul Bay, Director Link Light Rail	398-5134
Executive Committee	5/5/00	Discussion		
Finance Committee	5/18/00	Action to Recommend Board Action		
Executive Committee	5/19/00	Action to Recommend Board Action		
Board of Directors	5/25/00	Action		

PROPOSED ACTION

Approval would adopt this Memorandum of Agreement between the University of Washington and Sound Transit which allows Sound Transit to purchase and/or lease University of Washington property for construction of the Central Link Light Rail line and stations. The Memorandum sets forth the terms of the agreement and the actions that Sound Transit will take to address University of Washington concerns.

KEY FEATURES

Highlights of Proposed Action:

- ◆ The University of Washington grants permission to Sound Transit to purchase or lease property necessary to build the portion of Central Link Light Rail on or adjacent to the University of Washington property and identifies a process for determining the purchase price.
- ◆ Sound Transit agrees to specific mitigation measures or standards to be met when addressing project impacts on the University of Washington.
- ◆ Sound Transit and the University of Washington agree on importance of completing Northgate segment and both agree to aggressively seek state and federal funding to complete it.
- ◆ Sound Transit agrees to compensate the University of Washington for added costs to redesign the Law School and future Gould Hall expansion to accommodate Central Link Light Rail.
- ◆ Sound Transit agrees to submit station design plans and other above-ground facilities to the University of Washington for review and approval.
- ◆ A summary of the Memorandum of Agreement's highlights is attached.

Discussion of Proposed Action:

On November 18, 1999, the Sound Transit Board adopted an alignment and station locations for the Central Link Light Rail project. One segment of the alignment runs in a tunnel along the western edge of the University of Washington's main campus. Two stations would be located in the University area to serve the University of Washington campus, University District business district, University of Washington Medical Center, and University neighborhoods.

Portions of the Central Link Light Rail project must be built on property owned by the University of Washington and other portions of University of Washington property must be used for construction staging. Sound Transit has been working with the University of Washington on the terms of purchase and lease of the needed properties. This Memorandum of Agreement identifies those terms.

BUDGET

The Locally Preferred Alternative for the Central Link Light Rail project approved by the Board on November 18, 1999, was estimated at that time to cost \$1.923 billion (in 1995 dollars) and that is the current project budget toward which the project is being managed. The budget estimate includes all the costs of construction of the tunnel, stations, and light rail tracks and facilities in the University District, including purchase of needed rights-of-way, and mitigation in accordance with the final Environmental Impact Statement Record of Decision.

This agreement will add costs not now included in that project budget. The summary below provides our best estimate of the added costs resulting from this agreement. The first six items are known additional costs, although the exact amount of some of them is still dependent upon design or details to be worked out with University of Washington staff. The other three items are the subject of processes specified in the agreement, and depending upon the outcome of the processes, could potentially add costs greater than those now included in our estimates, although the amount is not now known.

<u>Agreement Provision</u>	<u>Addition to Current Estimate</u>
Construction and Mitigation Oversight by University of Washington staff (4.3 persons for 5 years)	\$2m to \$5m
45 th Terminus Before and After Studies, Mitigation	0 to \$0.5 m
EMI Mitigation	0
Vibration Mitigation	\$3.3m to \$3.8m
Impacts on Law School	\$0.54m
Impacts on Gould Hall	\$0.96m to \$1.4m
<hr/> Totals of known items	<hr/> \$6.8m to \$11.24m
Value of property acquired to be determined through specified appraisal process	Not now known
Costs of relocation of University of Washington parking and offices	Not now known

Costs resulting from University of Washington Regents review and approval of designs and mitigations

Not now known

The funds to pay for these additional costs must be made up by one/or some combination of the following:

- Board action to increase the project budget, thus authorize drawdown of any additional North King subarea revenues. (This will directly affect the ability to get to Northgate.)
- Deliberate Board action to eliminate some project element elsewhere in the project's North King subarea.
- Savings in project costs as a result of design improvements, low construction bids, or reduced call on contingencies.

ALTERNATIVES

No reasonable alternative exists that would not require the use of University of Washington and that would still serve the University of Washington campus and community.

CONSEQUENCES OF DELAY

If this agreement is not approved by June 1, 2000, the ability to obtain a Full Funding Grant Agreement with the Federal Transit Administration this year will be jeopardized.

REGIONAL PARTNERSHIP AND COOPERATION

Negotiation of this agreement has only been possible through active involvement of Sound Transit Board members and other elected officials of the City of Seattle and the three counties with University Regents.

PUBLIC INVOLVEMENT

Numerous public meetings in the University District on the subject of light rail plans and mitigation have taken place over the past two years, and have been influential in the terms of this agreement.

LEGAL REVIEW

Approved as to form DLB 5/8/00.