PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") was made and entered into, effective this 8th day of May 2010, by and between the following Parties:

University of Washington Commuter Services ("UWCS"); and

Traylor Frontier-Kemper Joint Venture ("TFK");

(individually, the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties are interested in arranging for parking for construction workers performing work on behalf of TFK in relation to the University Link Light Rail TBM Tunnel UWS to CHS, Link Contract U220 (the "Project") which TFK is constructing on behalf of Central Puget Sound Regional Transit Authority ("Sound Transit"); and

WHEREAS, the Parties desire to define and set forth their rights, obligations, and interests to each other in relation to such parking arrangements;

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements herein set forth, the Parties hereby agree to arrangements for parking in accordance with the following terms and conditions:

ARTICLE 1: DEFINITIONS

1.1 Approved Parking Period. Daily between 3:00 PM and 9:30 AM.

1.2 Blended Rate. As set forth in 4.3 below, is the parking rate calculated by UWCS, to approximate the campus average revenue per stall.

1.3 E1 Access Cards. A device issued by UWCS that actuates access control equipment in the E1 parking area.

1.4 Parking Permit. A document issued by UWCS that authorizes a vehicle to park in a Parking Area.

1.5 Permit Time Periods. The specific time periods during which Parking Permits are valid.

ARTICLE 2: TERM

The term of this Agreement shall commence on the effective date hereof and shall continue through February 1, 2013, unless extended or terminated by mutual agreement or unilaterally by the University if necessary because of the Husky Stadium Project as noted in section 3.3 f.
ARTICLE 3: PARKING PERMIT TYPES AND RESTRICTIONS

3.1 Permit Types. The UWCS will issue to TFK up to 90 Parking Permits monthly in advance for use on link light rail related work only.

When displayed as directed, these Parking Permits will be during the time periods set forth below. There will be two permit types:

(a) “Evening” Parking Permits, Permit Time Period of 3 PM – 1:30 AM. However, usage is on a space available basis, 3 PM – 4 PM, M-F. No more than 45 Evening Parking Permits will be issued at any one time.

(b) “Early Morning” Parking Permits, Permit Time Period of 11 PM – 9:30 AM. Up to 45 Early Morning Parking Permits are expected to be issued at any one time.

3.2 E1 Parking Cards. UWCS will issue to TFK up to 50 E1 Parking Cards. Use of these cards will be counted and charged as described below.

3.3 Restrictions. In addition to the parameters described above, the following restrictions shall apply to Parking Permits:

(a) Each Parking Permit will be valid during the permit time period only. Vehicles displaying Parking Permits prior to or after the applicable Permit Time Period will be subject to citation and impoundment.

(b) No parking will be allowed in any campus parking area during football games, opening day and University of Washington Commencement. The UWCS reserves the right to relocate Parking Permits to Parking Area E1, in the north end contractor parking area, when UWCS determines that other University of Washington functions require the use of the Parking Area E21(E12). Notice will be made at least 72 hours in advance. This is expected to happen infrequently and should last for no more than two days at a time.

(c) Anyone displaying a Parking Permit is required to observe all regulatory signage, including temporary “no parking” signage when, for example, the UWCS closes off portions of a lot for scheduled events. Those who fail to observe regulatory signage will be subject to citation and impoundment.

(d) TFK agrees to make a good faith effort to prevent workers and subcontractors from parking in unauthorized parking areas, including the Triangle garage.

(e) TFK agrees not to reimburse the cost of worker parking in unauthorized campus parking areas.

(f) University reserves the right to rescind any or all permits if parking area is needed for the Husky Stadium renovation project.

ARTICLE 4: FEES
4.1 Calculation of Parking Permit Fees. Parking Permit Fees will be calculated monthly in advance based on the Blended Rate multiplied by the larger number of either the Evening Parking Permits or the Early Morning Parking Permits multiplied by the number of calendar days in the following month.

4.2 Replacement Fees. Parking Permits will not be replaced by UWCS without payment of a replacement fee. Replacement Fees will be based on the Blended Rate multiplied by the number of permits replaced multiplied by the number of remaining calendar days in the month.

4.3 Blended Rate. The current Blended Rate is $6.39 per stall per calendar day, plus sales and parking tax, which will change when campus parking fees change, expected to be annually in July.

4.4 E1 Access Card Fees. Each use of the E1 access card to enter parking area E1 will be counted. At the end of each month, the total number of accesses will be multiplied by the E1 Access fee, which is currently $7 per card per use, which includes sales and parking tax. This fee is expected to change annually in July.

4.4 Payment. Payment for Parking Permit Fees and any replacement fees will be in advance. Payment of E1 Access card fees will be monthly in arrears, 30 days net following the first day of the month. Payment will be made to the “University of Washington” and mailed or delivered to:

    Commuter Services
    3745 15th Ave NE
    Seattle, WA 98105

ARTICLE 5: MISCELLANEOUS

5.1 Time of the Essence. Time shall be of the essence of this Agreement.

5.2 Unenforceability. Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties in regard to the subject matter hereof, and it supersedes and is not subject to any other oral or written proposals, agreements or understandings whatsoever, and may only be subsequently supplemented or amended by a written agreement subscribed by all the Parties.

5.4 Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

5.5 Governing Law. This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the state of Washington.
5.6 **Notice.** Any demand, notice or other communication to be given to a Party in connection with this Agreement or to be otherwise given under this Agreement shall be given in writing and shall be given by personal delivery, by overnight mail, postage prepaid, or by fax addressed to the recipients as follows:

University of Washington Commuter Services  
3745 15th Ave. NE  
Seattle, WA 98105

Phone: 206-685-0533  
Fax: 206-543-9149

Attn: Brian Ho, Manager  
Facilities Maintenance and Events  
Commuter Services  
brianho@u.washington.edu

Traylor Frontier-Kemper Joint Venture  
4039 21st Avenue West, Suite 201  
Seattle, WA 98199

Phone: 206-285-8888  
Fax: 206-285-1295

Attn: Jeremy Saperia  
Project Controls Manager  
jsaperia@traylor.com

Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) business day following the deposit thereof in the mail and, if given by fax, on the day of transmittal thereof. In the event of the disruption of postal service, communications shall be given only by personal service or by transmittal by fax.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement, effective the date first set forth above, by their respective duly authorized representatives.

**UNIVERSITY OF WASHINGTON COMMUTER SERVICES**  

**TRAYLOR FRONTIER-KEMPER JOINT VENTURE**

By:  
Name: Josh Kavanagh  
Title: Director of Transportation Services

By:  
Name: Dave Ferguson  
Title: Project Manager