Operating Agreement (OA-2010.001)
Between Sound Transit and the University of Washington
for Construction Services, Betterment and Change Management

THIS AGREEMENT, is entered into this _____ day of ______________________ 2010, between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the state of Washington (“Sound Transit”), and the UNIVERSITY OF WASHINGTON, an institution of higher education organized and existing under the laws of the State of Washington (“University”), and hereinafter referred to collectively as “Parties” or individually as “Party.”

Recitals

WHEREAS, Sound Transit and University have previously entered into the July 12, 2000 Memorandum of Agreement (“MOA”), as implemented by the July 2007 Master Implementation Agreement (the “MIA”); and

WHEREAS, the MIA contemplates that future agreements between the Parties relating to design and construction be accomplished through the use of “Operating Agreements”; and

WHEREAS, Sound Transit has completed final design and commenced construction for the University Link Light Rail Project, starting with Contract U210, Advance Utility Relocation, soon to be followed by Contract U220, TBM Tunnels UWS to CHS, and Contract U250, UW Station Finishes;

WHEREAS, Sound Transit’s projects may require the relocation, removal, reconstruction, adjustment, or protection of University owned facilities in the project areas, and the University may desire the construction of Betterments in connection with its facilities in conjunction with Sound Transit projects. The parties recognize the need for development of a standard procedure for Sound Transit to be effective in responding to these requirements as well as University requests for change in any of the subject construction projects; and

WHEREAS, the Parties desire to perform any such work under task orders subject to the general terms and conditions of this Agreement, as well as the MIA and MOA; and

NOW THEREFORE, the Parties agree as follows:

1.0 GENERAL

The Parties agree that unless specifically stated otherwise, in the event of any conflict or inconsistency between this Operating Agreement and the MOA or MIA, the MIA as set forth in section 1.1 of the MIA, shall govern.

1.1 Definitions

A. “Agreement” - means this Construction Services, Betterment and Change Management Operating Agreement.
B. "Betterment" - means any improvement to University property or infrastructure that has been requested by the University and or agreed to by Sound Transit but that is not required to execute the construction of Sound Transit’s Project nor required by the MIA or MOA.

C. "Amendment" - means a contractual agreement, signed by Sound Transit and the University, agreeing to amend any element of the Work performed or to be performed under a Task Order.

D. "Construction Assistance" - means the services articulated in Section 3.8 of the MIA, these costs having previously been compensated for by Sound Transit.

E. "Construction Services" - means construction, utility work and installations provided by trade personnel, job order contractors, or other contracted services agreed upon by the Parties.

F. "Bid Documents" – means the contract drawings, specifications and documents defining the Project advertised for bid by request for proposal or maximum allowable construction cost negotiation or other procurement means.

G. "Project" – means the 3.15 mile University Link (U-Link) light rail transit service extension from Westlake Station in downtown Seattle to the University of Washington Station as defined by Sound Transit in the baseline contract unit descriptions enumerated and scheduled in Exhibit A.

H. "Task Order" - refers to a separate agreement executed by the Parties under this Agreement, under the authority delegated herein to Sound Transit’s Link Light Rail Executive Director and the University of Washington Associate Vice President for Capital Projects, which defines a specific scope of work, the budget and schedule for that scope, and any other specific obligations of the Parties associated with each task. All terms and conditions of this Agreement as well as the MIA and MOA shall apply to each Task Order.

I. "Work" - means the construction work, including Construction Services and Construction Assistance, contemplated to be performed by the University and Sound Transit under the terms of the MIA, the MOA, and this Agreement.

2.0 SCOPE OF THIS AGREEMENT

2.1 Purpose of this Agreement

It is anticipated that in the course of the implementation (design and construction) of the Project that both ST and UW will request services of each other. The purpose of this agreement is to
1) document the types of Work, and unless otherwise noted on each specific request, describe the funding responsibility for each

2) describe the procedure by which these Work requests are initiated, approved, and implemented

3) describe the avenues by which disagreement on the Work requests (whether in type categorization, cost or time impact) can be resolved

2.2 Types of Work

The four types of Work covered by this Operating Agreement are:

A. Construction Services requested by Sound Transit

Under the MIA and/or the MOA, the University has agreed to obligate itself to perform certain Construction Assistance work in connection with the Project in exchange for reimbursement described in the MOA/MIA. Circumstances may arise, however, in which Sound Transit may request that the University perform additional Construction Services. ST shall reimburse the University for work performed in this category.

B. Betterments requested by the University

The University may request that Sound Transit construct certain Betterments to University facilities and infrastructure. The University shall reimburse ST for this category of Work.

C. Post-Final Design Changes requested by the University

The University may request changes that are not Betterments or Mitigation subsequent to the issuance of the Bid Documents. The University shall reimburse ST for the cost of incorporating an agreed upon change.

D. Mitigation measures required under the MOA or MIA but not previously implemented.

Under the MIA and/or the MOA, Sound Transit is required to perform certain work and implement certain measures in order to mitigate the impact of the Project and the construction thereof on the University. That work and those measures have been incorporated into the final designs and the Bid Documents for the Project. However, during the course of the construction of the Project, the parties may come to the conclusion that further mitigating measures are necessary to implement at no cost to the University.

2.3 Process

All four types of work shall be requested utilizing the process prescribed in Section 3 of this Operating Agreement, and performed by Task Order.
2.4 Disagreements Regarding Categories

In the event the Parties are unable to agree on the appropriate category (e.g., Betterments versus Mitigation required by the MIA) to be assigned to any Work requested pursuant to this Operating Agreement, the Dispute Resolution procedure prescribed in Section 6 below shall be initiated and followed.

3. WORK REQUEST – TASK ORDER PROCESS

3.1 Negotiating a Work Request

The Parties will request performance of specific work under this Agreement through the Work Request process set forth in Exhibit B. The Requesting Party initiates a response from the Performing Party by describing the scope of work adequately to support a preliminary cost and/or impact estimate, categorizing each type of Work it is requesting, and providing a reason or justification for the request. The request is documented and negotiated through use of a Work Request – Task Order (WR-TO) form.

Any requested Work agreed to by the Parties will be performed pursuant to written Task Orders executed by both Parties. These Task Orders shall define the scope and the obligations of the Parties for the construction of each task or segment of work. All terms and conditions of this Agreement as well as the MIA/MOA shall apply to each such order.

The sample form is contained in Exhibit C.

3.2 Authority to Execute Task Orders

The Requesting Party will review the cost estimate, schedule and other impacts response of the Performing Party and determine whether to recommend issuing a Task Order to the Performing Party. All Task Orders shall be deemed executed when signed by Sound Transit’s Link Light Rail Executive Director or designee, and counter-signed by the University of Washington Associate Vice President for Capital Projects or designee.

The general terms and conditions of this Agreement shall be applicable to all Task Orders issued under this Agreement, unless specific terms are modified by the Task Order or by Amendment to the Task Order. In no event will a Task Order modify the MIA or MOA.

The Designated Representatives of each Party shall identify a project manager for each Task Order.
3.3 Authority to Amend Task Orders

The Designated Representatives are deemed to have the authority to modify the Task Order scope, schedule, and reimbursement value up to the original Authorized Budget amount including contingency. The Designated Representatives do not have authority to amend the MIA or MOA.

To initiate Amendments to issued Task Orders, the Designated Representative shall send a letter to the other party’s Designated Representative with a subject line, Amendment to Task Order # ___. The letter shall state the nature of the requested change or amendment, and a request to submit a revised cost estimate. No work is authorized to proceed until the Amendment letter is agreed and signed off by both parties.

In the event additional budget is required, the original Task Order must be amended, re-issued and approved by both Parties pursuant to Section 3.2.

3.4 Designated Representatives

The Designated Representatives for each Party are as follows:

**For Sound Transit**
- Tracy Reed
- Project Manager
- Sound Transit
- 401 S. Jackson Street
- Seattle, Washington 98104
- Phone: (206) 398-5205

**For the University**
- Andy Casillas
- Project Manager, Capital Projects
- University of Washington
- Seattle, Washington 98195
- Phone: (206) 685-9055

The Designated Representatives of this Agreement may delegate authority and responsibilities as required by providing written notice of such delegation to the other Party. The individuals identified as the project manager in a particular Task Order will be responsible for carrying out the functions of the Task Order.

3.5 Completion, Final Inspection and Acceptance

The Performing Party agrees to invite the cost responsible party to participate in substantial completion inspections of the Work. When the Performing Party determines that Work performed under a Task Order is complete, that Party shall notify the Requesting Party’s Designated Representative in writing of its intent to declare the Work complete. The Requesting Party’s representative shall respond in writing within seven (7) calendar days indicating agreement or providing a detailed objection. Failure to issue a response within seven (7) calendar days shall constitute the Requesting Party’s concurrence with the declaration of completion by the Performing Party. If the Requesting Party’s Designated Representative does express an objection to the declaration of completion, the parties may pursue the matter through the dispute resolution procedures.
resolution process of Section 6. Both parties agree to act as expeditiously as possible to assure a timely resolution.

3.6 Termination of a Task Order

The Task Order is considered terminated when final payment is made under the Task Order. The provisions of Section 5 of this Agreement shall apply to the termination of work under a Task Order prior to the completion of the work of the Task Order.

3.7 Impact on Project Time Limits or Staging Area

The MIA limits the acreage of the area that Sound Transit may occupy in connection with the Project, as well as the number of days it may occupy that acreage ("acre days"). The MIA also provides for the imposition against ST of liquidated damages in the event that Sound Transit exceeds these limits. In the event that ST believes that a Post-Final Design Change or Betterment requested by the University will require the extension or increase of these limits, it will so inform the University in its response to a Work Request. Extensions or other change in the time or space constraints allotted to the Project will require amendment of the MIA.

4.0 ADMINISTRATION

4.1 Monitoring and Reporting of Progress

The Parties are committed to working cooperatively and efficiently and will closely monitor the time required to complete the work consistent with the scope of work and budget for each Task Order. The University shall provide clear, accurate and detailed monthly progress reports to Sound Transit by the 20th of the succeeding month. The Parties shall further refine progress reporting, accounting and program management systems as they agree, in order to ensure useful and descriptive information that complements Sound Transit’s Project Control system. The University and Sound Transit shall provide active, ongoing oversight to ensure that funds are expended efficiently, in a manner that adds value to each Task Order project.

The Designated Representatives shall meet monthly to review all Task Orders.

4.2 Quarterly Reconciliation

Both Parties agree to monitor and reconcile the actual versus estimated effort on a quarterly basis. The Parties’ Designated Representatives will negotiate additional funding or a reduction in services relating to each Task Order to the extent that such Work cannot be performed within the estimate of compensation and expense reimbursement due for the services delivered and work performed. The Parties will rely on information contained in the progress reports to identify changes in the Work as reported in order to have the opportunity to take corrective action or clarify assumed work efforts. This shall be done on a construction contract basis.
4.3 Maximum Payment Obligation

Maximum funding obligation under this Agreement for Work is described in the Authorized Budget Section of each Task Order. The total authorized amount for each Task Order will be negotiated and may be administered as a lump sum agreement or on a time and materials basis. The Parties agree to establish a budget contingency of 10% of the estimated cost of the Work for allocation to each Task Order.

Should estimated Task Order costs exceed the amount authorized, the Performing Party shall promptly notify the other Party in writing and specify it’s position regarding why the estimated cost will, or has been, exceeded and how to proceed on any remaining work originally scoped.

Reimbursement will not be made for activities that are not covered in a Task Order.

4.4 Invoicing

The Performing Party will invoice the cost responsible party monthly based on work progress and actual expenditures. Invoices shall be submitted within thirty (30) calendar days after the end of the month, or payment to the contractor for the Work. Invoices shall reference the Task Order under which the invoiced services were authorized. Invoices must be signed by an authorized representative of the Performing Party who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Agreement.

The invoiced cost of Construction Services, Betterment, Post-Final Design Change or Mitigation completed by Task Order under this Agreement may include up to a ten percent (10%) mark-up for Construction Management (internal or external) and a 6.5% mark-up thereon for Performing Party staff time and overhead. Construction Assistance work completed by the University will be excluded from the basis of these administrative mark-ups.

Exhibit D, Sample Invoices, identifies requirements of a complete and accurate invoice including address and recipients.

4.5 Payment

Monthly progress payments for reimbursable or negotiated lump sum costs under this Agreement shall be made upon satisfactory completion and documentation of the work. Within forty-five (45) calendar days after receipt of any complete and accurate invoice, a Party shall remit payment.

The Parties will work cooperatively to resolve issues related to the accuracy of these invoices so as to avoid any delay in payment. Any invoiced expenditure unsupported by
appropriate documentation shall be identified in writing to the Performing Party and not included in the reimbursement; provided, however, that the presence of unsupported items within an invoice shall not delay payment of those items which are supported by appropriate documentation.

In addition, a Party may require certain financial documents to verify that the amounts invoiced are included within the budgeted scope of a Task Order, including, but not limited to, (1) work statements or payroll records, (2) invoices for materials and supplies, (3) statements from professionals for services rendered, (4) certifications by the Performing Party that materials and services are satisfactorily rendered, and (5) itemized listings of the charges supported by copies of original bills, invoices, expense accounts, and miscellaneous supporting data retained by a Party. Provided, that any such additional documentation requested by a Party shall not be used as the basis to refuse payment of an invoice, but rather shall be used to adjust by credit or debit, payment of future invoices.

Any dispute regarding the allowable invoices shall be resolved as provided in Section 6 of this Agreement.

5.0 TERMINATION OF AGREEMENT

5.1 Termination for Convenience

In the event that the a Party loses its funding for a Task Order, or Sound Transit’s Project is significantly delayed, that Party may terminate this Agreement or Task Orders upon written notice. The terminating Party shall reimburse the other Party for all costs payable under this Agreement that the non-terminating Party incurred prior to termination and all non-cancelable obligations and all work close-out costs.

5.2 Termination for Default

If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement or a Task Order, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within thirty working days. If the failure or violation is not corrected, this Agreement or the Task Order may be terminated in whole or in part immediately by issuance of a written Notice of Termination.

In the event of termination by default, the defaulting Party shall be obligated to compensate the other Party for contract closeout costs and the portion of work that has been satisfactorily rendered to the effective date of the termination.

5.3 Duties of Parties Upon Termination

A termination by either Party shall not extinguish or release either Party from liability, claims or obligations to third parties existing as of the time of termination, including contractor claims and costs incurred by the Party in the execution of work under a Task
Order. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement. The Parties agree to work together cooperatively to develop a coordinated plan for termination including the determination of reasonable contract closeout costs as provided in Section 5.4.

5.4 Procedures upon Termination

All Work in progress at the time of termination shall be completed to the extent necessary to restore the usefulness of University infrastructure affected by the Project in accordance with the Standards and Specifications. Such close-out work and non-cancelable obligations shall be invoiced by the University and paid by Sound Transit in accordance with the provisions of Section 4 of the Agreement. After notice of termination, all of the provisions of this Agreement shall remain in force as necessary and until no longer necessary to support the completion of Work under any Task Order that was open and uncompleted or any non-cancelable obligation at the time this Agreement was terminated. Sound Transit and the University agree to apply the following procedures subsequent to either Party initiating termination:

A. The Parties to this Agreement shall seek to resolve the status of each cost component of the work at the initiation of termination.

B. The Parties shall seek consensus on the action to be taken on each component.

C. The Parties may mutually agree to arrange for the assignment and assumption of obligations of third-party contracts for the performance of work under this Agreement or a Task Order.

D. The Parties shall agree upon a cost estimate for terminating any third-party contracts that have been executed under this Agreement.

E. In the event that the Parties cannot agree, they shall submit the matter to the Dispute Resolution process set forth in Section 6 below.

6.0 DISPUTES

6.1 Dispute Resolution

Sound Transit and the University will work collaboratively to resolve disagreements arising from activities performed under this Agreement.

Disagreements between the University and Sound Transit will be resolved promptly and at the lowest level of hierarchy as follows:

6.1.1 The Parties will endeavor to resolve disputes at the lowest level possible, starting with the field level. The Parties will involve such members of each Party’s field and management staff as will support prompt resolution.
6.1.2 If the matter cannot be resolved at the project management level, the Parties’ respective Designated Representatives will meet to resolve the dispute.

6.1.3 In the event the dispute cannot be resolved by the Parties’ Designated Representatives, the Parties will submit the dispute to the Link Executive Director and the University’s Vice President for Capital Projects for resolution. If necessary, the dispute may be elevated to the ST CEO and the University President for resolution.

6.1.4 In the event that the Parties dispute remains unresolved, the Parties shall proceed to arbitration in accordance with Section 10.3 of the MOA.

6.1.5 The University and Sound Transit agree that neither they, nor any contractor obligated by this provision, shall have the right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

7.0 LEGAL RELATIONS

7.1 Allocation of Risk by Sound Transit and the University

7.1.1 For work performed by the University or its third-party contractors, repair of damage to the Permanent Work is the responsibility of the University.

7.1.2 For work performed by Sound Transit or its third-party contractors, repair of damage to the Permanent Work is the responsibility of Sound Transit.

7.1.3 “Permanent Work,” as used in the subparagraphs above refers to an element being constructed within the terms of the applicable contract and which is to be left in place after the contract is completed.

7.2 Responsibility for Quality of Work

All work and services provided by the Performing Party under this Operating Agreement shall be performed, in a satisfactory and competent manner, and appropriate professional standards of performance shall apply to professional services rendered.

Each Party shall be responsible for the quality, technical accuracy and the coordination of all services furnished under this Agreement.

A Party shall make available, upon request, to the other Party and their consultants, without cost, copies of reference documents related the Project that are readily available and on file. Except as specifically provided herein or in a Task Order, these documents are available solely as additional information and do not relieve the Parties or their consultants of their respective duties and obligations under this Agreement.
7.3 Notices

All notices or requests required or permitted under this Agreement or a Task Order shall be in writing to the Designated Representative of the other Party as named in this Agreement or Task Order.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: [Signature]
Title: Chief Executive Officer
Date: 1-19-2010

UNIVERSITY OF WASHINGTON

By: [Signature]
Title: Associate Vice President for Capital Projects
Date: 1/25/10

List of Exhibits

A) Project Contract Unit Descriptions and Baseline Schedule
B) Work Request Process
C) Sample Form
D) Sample Invoices
Exhibit A
Project Contract Unit Descriptions and Baseline Schedule

The Designated Representatives for UW and ST have been added to the controlled document recipient list for the University Link Contract Unit Descriptions. The latest revision set dated December 9, 2008 includes the following 23 contract units:

Early Work
1. U210 Advance Utility Relocation, University of Washington Station
2. U210A – Utility and Site Work for UW Temporary Replacement Buildings
4. U211 – Demolition and Environmental Remediation, Capitol Hill Station
5. U215 – I-5 Undercrossing Construction Pits
6. U215.01 – U215 Traffic Detour by Seattle Department of Transportation (SDOT)

Tunnels
7. U220 – TBM Tunnels (UW Station to Capitol Hill Station)
8. U230 – TBM Tunnels (Capitol Hill Station to Pine Street Stub Tunnel)

Stations
9. U240 – Capitol Hill Station Finishes
10. U250 – University of Washington Station Finishes

Systemwide
11. U260 – University Link Trackwork
12. U550 – University Link Passenger Signage
13. U670 – University Link Tactile Warning and Braid Paver Procurement
14. U820 – LRV Storage Yard Expansion
15. U820.01 – LRV Monitoring System and Yard Signaling System Expansion
16. U820.02 – Light Rail Vehicle Sanding System
17. U821 – University Link Light Rail Vehicles
18. U826 – University Link Radio Communication
19. U829 – University Link Fare Collection
20. U830 – University Link System (Traction Power/OCS, Signals and Communications)

Work by Others
21. U901 – Utility Work by Seattle City Light
22. U902 – Utility Work by Puget Sound Energy (PSE)
23. U903 – Utility Work by Seattle Public Utility (SPU)
Steps for completing Work Request / Task Order forms (WR-TOs)

1. The Requesting Party:
   a. Open a blank template of the WR-TO form in the Collaboration Portal and save the file using this file naming convention: (ST Contract No. | WR - | next sequential WR number)
      i. Example: U220 WR-001
      ii. Example: U250 WR-002
   b. Record the assigned Work Request number on the top of the form;
   c. Complete all portions of Section 0 and Step 1 sections of the newly saved WR-xx form and attach applicable exhibits or supporting documentation (e.g. drawings, maps, etc.)
   d. Save the completed WR-xx form in the Collaboration Portal;
   e. Notify the Designated Representatives of both Parties about the completed WR-xx file.

2. The Performing Party, upon receipt of the WR-xx file, will work with the Requesting Party to:
   a. Review the file to ensure completeness and accuracy of all of the necessary information in Section 0 and Step 1, including Work Request Categorization. In the event of a disagreement in categorization, the Parties shall immediately commence the Dispute Resolution process set forth in Section 6 of this Operating Agreement. Requested Work that the Performing Party determines must be implemented immediately by its construction contractor to avoid cost or schedule impacts to a specific project will be designated as “Time-Critical.”
   b. Determine whether the requested change can lawfully be completed by the Performing Party’s contractors and consultants; and whether it is “Time – Critical” Work.
   c. Complete Steps 2 and 3 of the form.
   d. Prepare and attach a preliminary cost estimate including additional design support if required, confirm other project impacts, and present to the Requesting Party for review; or complete form to indicate rejection and document Reason for Denial.
   e. If the Performing Party rejects the WR-xx, then close the request or proceed to Dispute Resolution process.

3. Completion or Rejection of Work Request:
   a. If the Requesting Party elects to proceed with the Work, complete Step 4 of the WR-xx form, finalize the Authorized Budget, Categorization and Cost Responsibility, define whether task order is a lump sum or cost reimbursable agreement, and print 2 originals, initial, and date the WR-xx. Both the Requesting and Performing Parties must initial their respective sections.
   b. If the Requesting Party rejects the Performing Party’s cost estimate and anticipated impacts, then close the WR-xx or proceed to the Dispute Resolution process.
   c. If both parties elect not to proceed with the Work by mutual agreement, complete the form and close the request.
Exhibit B. Work Request Process

d. For Work Requests designated as “Time Critical,” the Requesting Party will determine within XX days of Notice whether it elects to have the Performing Party proceed with implementation of the request by Task Order on a time and materials basis.

When Sound Transit is the Performing Party, the University understands and acknowledges that Sound Transit may do all of the following to implement the change:

i. direct its consultants to perform required design in accordance with the change provision of Sound Transit’s design contract with the NTP Joint Venture;

ii. if necessary, direct its construction contractor to proceed with the requested Work; and

iii. direct its construction management consultant to provide any additional construction management services required as a result of the requested work in accordance with the provisions governing additional work in the construction management agreement between Sound Transit and its consultant.

4. Task Order Concurrency.

a. Once agreement is reached on the Work Request and all sections of the WR-xx form are complete and initialed, assign the next sequential Task Order number and record it on the top of both original printed copies;

b. Obtain all relevant signatures for approval;

c. ST (Project Control) and UW (Designated Representative) will each receive a signed and fully executed WR-TO form.

d. Save a .pdf of the fully executed TO in the Collaboration Portal using this file naming convention: (ST Contract No. | WR number(s) | next sequential TO number)

   i. Example: U220_WR-001_TO-UW001

   ii. Example: U220_WR-002_TO-ST001

   iii. Example: U250_WR-003_TO-UW002

5. Upon execution of a Task Order, the Performing Party will direct its staff, contractors and/or consultants to proceed with the requested Work in accordance with the Party’s contract. The Requesting Party agrees to reimburse actual costs or negotiated lump sums defined in Section 0, Authorized Budget. Work may begin.
Exhibit C. Sample Work Request / Task Order Form

Sound Transit and University of Washington

Work Request / Task Order

This Work Request Form / Task Order is issued in accordance with the terms and conditions of the Sound Transit / University of Washington Master Implementation Agreement and Memorandum of Agreement, and will be administered in accordance with Operating Agreement 2010.001.

Title of Work: ___________________________

Effective Date: _________________________

Authorized Budget: $ __________________

Time Critical? (Yes/No) No

Task Order Managers:

Sound Transit
Phone: _________________________

University of Washington
Phone: _________________________

Work Description / Scope (summarize here, include exhibit):

Reason for Change / Justification (including disposition):

Documents (drawings affected): Specification:

Other Impacts (schedule, CE-S1 Anchor Points, permits, etc.):

Reviewed By: _________________________ Date: ____________

Designated Representative

Agency:

Step 2 & 3 – Review by Performing Party; Determine Disposition

The request above is complete and contains all of the necessary information. It is categorized as... (check one)

<table>
<thead>
<tr>
<th>Categorization</th>
<th>Requesting Agency</th>
<th>Cost Responsibility</th>
<th>Work Responsibility</th>
<th>Time Critical (Yes/No)</th>
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<tr>
<td>Construction or Service</td>
<td>ST</td>
<td>ST</td>
<td>UW</td>
<td></td>
</tr>
<tr>
<td>Betterment</td>
<td>UW</td>
<td>UW</td>
<td>ST</td>
<td></td>
</tr>
<tr>
<td>Post-Final Design Change</td>
<td>UW</td>
<td>UW</td>
<td>ST</td>
<td></td>
</tr>
<tr>
<td>Mitigation required under MOA</td>
<td>UW</td>
<td>ST</td>
<td>UW</td>
<td></td>
</tr>
<tr>
<td>Mitigation required under MIA</td>
<td>UW</td>
<td>ST</td>
<td>ST</td>
<td></td>
</tr>
<tr>
<td>CLOSE Request – No action is required.</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
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Preliminary Cost Estimate (attach detail):

Schedule:

Project Control Code (WBS, PO, Account Code, etc):

Note / Reason for Closing the Request:

Reviewed By: _________________________ Agency: ____________ Date: ____________

Designated Representative

Page 1 of 2

Work Request No: _________________________ Task Order No: _________________________
Exhibit C. Sample Work Request / Task Order Form

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**Step 4 – Action by Requesting Party Engineering / Construction Management**

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<th>Action Recommended:</th>
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<table>
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<tr>
<th>Notes (RFP, WD, Change Order No., Correspondence No, Lump Sum or T&amp;M not-to-exceed, Account Code, etc.):</th>
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<tbody>
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<table>
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<tr>
<th>Reviewed By:</th>
<th>Agency:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated Representative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**Task Order Concurrence**

The undersigned hereby concur that the Scope, Schedule and Authorized Budget of this Task Order are consistent with the intent, requirements, schedule, and budget parameters of the Operating Agreement.

The Parties hereto have executed the Task Order as of the day and year first above written.

[Executive Director – Name], Sound Transit

Date

[Associate Vice President – Name], University of Washington

Date
Exhibit D
Sample Invoices
<table>
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<tr>
<th>TO Number</th>
<th>Task Order Description</th>
<th>Original Authorized NTE Amount</th>
<th>TO Amendment Amount</th>
<th>Current Authorized NTE Amount</th>
<th>Previously Billed Expenditure</th>
<th>Current Expenditure For This Period</th>
<th>Total Expenditure Billed to Date</th>
<th>Balance</th>
<th>% Expended</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>TO - ST001</td>
<td>Construction Monitoring etc. etc</td>
<td>$10,000.00</td>
<td>$ -</td>
<td>$10,000.00</td>
<td>$4,958.24</td>
<td>$3,495.00</td>
<td>$8,453.24</td>
<td>$1,546.76</td>
<td>64.53%</td>
<td>TO has now exceeded 80%. Work continues to trend within the NTE amount. Additional authorization beyond the NTE amount is not anticipated.</td>
</tr>
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<td>TO - ST002</td>
<td>Parking Marketing etc. etc</td>
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<td>$ -</td>
<td>$5,000.00</td>
<td>$ -</td>
<td>$3,195.00</td>
<td>$3,195.00</td>
<td>$1,805.00</td>
<td>63.90%</td>
<td>TO has commenced with 90% of work completed. Work trends well within the NTE amount. Additional authorization beyond the NTE amount is not anticipated. Surplus on this TO is highly probable.</td>
</tr>
<tr>
<td>TO - ST003</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>TO - ST004</td>
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<td>$ -</td>
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<tr>
<td>TO - ST005</td>
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<td>$ -</td>
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<td>TO - ST006</td>
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<td>$ -</td>
<td>$ -</td>
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<td>#DIV/0!</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$15,000.00</td>
<td>$ -</td>
<td>$15,000.00</td>
<td>$4,958.24</td>
<td>$6,690.00</td>
<td>$11,648.24</td>
<td>$3,351.76</td>
<td>77.65%</td>
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<td></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td>Percentage</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TO Authorized Budget</td>
<td>$10,000.00</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous Expenditures</td>
<td>$4,958.24</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Expenditures this Period</td>
<td>$3,495.00</td>
<td>35%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cumulative to Date</td>
<td>$8,453.24</td>
<td>85%</td>
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<tr>
<td>Remaining Budget</td>
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<td>15%</td>
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</tbody>
</table>

**Task Order Detail**

- **Staffing** (attached time sheets)
  - Previous Period: $4,000.00
  - Current Period: $2,500.00
  - Cumulative To Date: $6,500.00

- **Other Direct Cost** (attached supporting docs)
  - $256.00
  - $500.00
  - $756.00

- **Sub Total**
  - $4,256.00
  - $3,000.00
  - $7,256.00

**Markups (where applicable)**

- Construction Management 10%
  - $425.60
  - $300.00
  - $725.60

- Administrative Overhead 6.5%
  - $276.64
  - $195.00
  - $471.64

- **Sub Total**
  - $702.24
  - $495.00
  - $1,197.24

**TO Total**

- $4,958.24
- $3,495.00
- $8,453.24

**Notes:**

TO has now exceeded 80%. Work continues to trend within the NTE amount. Additional authorization beyond the NTE amount is not anticipated.

**ST TO Use:**

---

Exhibit D. Sample Invoice for Payment by Sound Transit
**Assigned ST Task Lead**  
Tracy Reed

**Task Order DETAIL**
Parkin Marketing etc. etc.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TO Authorized Budget:</strong></td>
<td>$5,000.00</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Previous Expenditures:</strong></td>
<td>$ -</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Expenditures this Period:</strong></td>
<td>$3,195.00</td>
<td>64%</td>
</tr>
<tr>
<td><strong>Cumulative to Date:</strong></td>
<td>$3,195.00</td>
<td>64%</td>
</tr>
<tr>
<td><strong>Remaining Budget:</strong></td>
<td>$1,805.00</td>
<td>36%</td>
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</tbody>
</table>

**Task Order Detail**

- **Staffing** (attached time sheets)
- **Breakdown to various Disciplines / per TO estimate requirement**
  If Subcontracted attached subcontractor’s invoices and docs.

- **Other Direct Cost** (attached supporting docs)

<table>
<thead>
<tr>
<th></th>
<th>Previous Period</th>
<th>Current Period</th>
<th>Cumulative To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$</strong></td>
<td>$-</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
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</tbody>
</table>

**Markups (where applicable)**

- **Construction Management**: 0%
- **Administrative Overhead**: 6.5%

<table>
<thead>
<tr>
<th></th>
<th>Previous Period</th>
<th>Current Period</th>
<th>Cumulative To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$</strong></td>
<td>$-</td>
<td>$195.00</td>
<td>$195.00</td>
</tr>
</tbody>
</table>

**Sub Total**

- **$**

**TO Total**

- **$**

**Notes:**
TO has commenced with 90% of work completed. Work trends well within the NTE amount. Additional authorization beyond the NTE amount is not anticipated. Surplus on this TO is highly probable.

**ST TO Use:**

---

*Exhibit D. Sample Invoice for Payment by Sound Transit*