

**WATERFRONT STREETCAR MAINTENANCE FACILITY AND PASSENGER
STATION AGREEMENT BETWEEN KING COUNTY AND THE SEATTLE
ART MUSEUM**

THIS AGREEMENT is entered into this _____ day of 2005, by and between King County ("County") and the Seattle Art Museum ("SAM") and as may be referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the County is the owner and operator of the waterfront streetcar system that extends from the International District in Seattle to the Broad Street Passenger Station ("Existing Passenger Station") over existing track, and a streetcar maintenance facility ("Facility") located within that portion of the City of Seattle's Alaskan Way Right of Way located between Broad Street and Bay Street ("Park Boulevard");

WHEREAS, jurisdiction of Park Boulevard has been transferred to the City's Department of Parks and Recreation pursuant to Ordinance No. 121171 ("Park Boulevard"). Park Boulevard will be incorporated into the Olympic Sculpture Park ("OSP") to be constructed by SAM and Park Boulevard will contain new streetcar track and a passenger station, as a replacement of the Existing Passenger Station and streetcar track, as provided in this Agreement;

WHEREAS, SAM has notified the County that it has obtained all construction permits for the OSP, except for the Skybridge Permit, which is pending approval by the City Council;

WHEREAS, the site containing the Facility, existing track and the Existing Passenger Station are depicted on Exhibit A and collectively referred to herein as the "Existing Site";

WHEREAS, the Facility and the Existing Passenger Station and a portion of the existing track will need to be removed and SAM will construct a new passenger station within a portion of Park Boulevard as shown on Exhibit B ("New Passenger Station");

WHEREAS, the County has assisted SAM in the creation of the OSP. The removal of the Facility and the Existing Passenger Station and construction of OSP and the New Passenger Station are deemed to serve an important public interest; and

WHEREAS, the integration of a new passenger stop and track into the Olympic Sculpture Park offers a number of significant transit benefits, including that the Waterfront Streetcar line will be linked to a significant waterfront amenity that will increase ridership, the new passenger stop will be more accessible because it will be connected to a pedestrian skybridge that will cross over the railroad tracks to the east, and

the new passenger stop and track will be designed to allow the Waterfront Streetcar line to be extended to the north of its current terminus.

WHEREAS, SAM has agreed to remove the Facility, the existing Passenger Station and a portion of the existing track and to design and build the New Passenger Station, to design the OSP improvements within Park Boulevard to accommodate the County's installation of replacement tail track (hereafter "replacement track"), and to contribute to the funding of the County's installation of replacement track on the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Removal of Maintenance Facility and Existing Passenger Station

1.1 SAM Removal

On the date set forth in the Notice to Proceed described in Subsection 1.3 below, SAM shall take possession of the Existing Site for the purpose of removing the Facility, existing track and other improvements as needed and the Existing Passenger Station and constructing the New Passenger Station. At its sole expense and liability, SAM shall remove the Facility and Existing Passenger Station and properly dispose in accordance with local, state and federal laws of all components, debris and material associated with or arising from such removal. Under no circumstances shall the County be required to compensate or indemnify SAM for any costs or liability associated with or related to the Existing Site or the removal or disposition of the Facility, Existing Passenger Station, or track and other improvements as needed. Notwithstanding the foregoing, the County shall complete its actions under Section 1.3 and shall be responsible for, and indemnify and hold SAM harmless from, any environmental remediation, liability or costs relating to any existing Hazardous Materials that are present at the Existing Site as a result of the County's operation of the Existing Site, as further provided in Section 5.

1.2 County Removal

Prior to SAM taking possession of the Existing Site, the County no later than November 23, 2005, will complete the following at its cost: (a) cease all streetcar and maintenance operations on the Existing Site, (b) remove the streetcars, (c) remove overhead wires pursuant to Section 2.5, and (d) remove from the Existing Site, at a minimum, all equipment, materials, or improvements listed on Exhibit C.

1.3 Notice to Proceed

The County shall issue a Notice to Proceed setting forth the date upon which SAM will be deemed to be in sole possession of the Existing Site and authorized by the County to proceed with removal of the Facility, Existing Passenger Station and a portion of the track and constructing the New Passenger Station. That date shall be on or before the end

of the day of November 23, 2005. Upon such date, SAM shall be solely responsible and liable for the Existing Site, except the County shall be responsible and liable, and may have non-exclusive possession of the Existing Site, for removal of (a) any equipment that cannot be removed prior to SAM's commencement of removal of the Facility and (b) any existing Hazardous Materials that are present at the Existing Site as a result of the County's operation of the Existing Site.

2.0 New Passenger Station, Track and Overhead Catenary System (OCS)

2.1 No later than March 1, 2007, SAM shall construct at its sole expense the New Passenger Station consistent with the conceptual design and specifications set forth in Exhibit B. The March 1, 2007 deadline will be extended (a) due to Dispute Resolution under Section 14 concerning an issue arising under Sections 2.2 or 2.3, (b) due to force majeure event, or, (c) with approval by the County in writing, which approval shall not be unreasonably withheld, due to other types of delays beyond SAM's reasonable control. Further, the County has the right to notify SAM no later than May 1, 2006, to delay some or all of the work, as designated by the County, due to the Alaskan Way Viaduct project or for any other reason. SAM's obligations under this Section 2 shall not be relieved as a result of any such delay and any increased construction costs for the passenger station associated with such delay shall be the obligation of SAM.

2.2 Prior to construction of the New Passenger Station, SAM shall prepare and submit to the County a set of design drawings and specifications for the New Passenger Station and the area identified to accommodate the County's installation of replacement track that will extend north from the New Passenger Station approximately eight-five (85) linear feet. SAM shall work with the County in the development of the drawings to develop a design that is mutually satisfactory to the County and SAM. The design must meet all County service needs and standards, as well as being aesthetically consistent with and integrated into the OSP. SAM shall obtain the County's written approval of the design drawings and specifications which shall not be unreasonably withheld, prior to SAM proceeding with construction of the New Passenger Station. The County will respond by approving, disapproving (with explanation), conditioning or asking for revisions within 30 days of any request for approval of the design drawings and specifications. If the Parties cannot agree upon a final design and specifications, then the final design and specifications shall be determined by binding arbitration as provided in Section 14 below. The New Passenger Station shall be constructed in accordance with the final design and specifications approved by the County, or approved through Dispute Resolution if applicable, unless otherwise agreed to by the County in writing. SAM shall be entitled to proceed with removal of the Facility, the existing track and Existing Passenger Stop even if the final design and specifications for the New Passenger Stop has not yet been approved by the County or through Dispute Resolution.

2.3 SAM shall not accept any portion of the New Passenger Station as substantially complete or issue final acceptance of any portion of the New Passenger Station without the prior written consent of the County, not to be unreasonably withheld or delayed. If the County determines that any construction work, materials or equipment do not meet

with the approved design or terms of this Agreement or is otherwise defective or unsatisfactory, such items shall be corrected at no cost to the County prior to final acceptance by SAM. County approval shall not constitute acceptance of any unauthorized or defective construction work, material or equipment. The County will respond by approving, disapproving, conditioning or asking for revisions within 30 days of any request for final acceptance. If the Parties disagree about final acceptance, then the issue(s) shall be determined by binding arbitration as provided in Section 14 below.

2.4 Use of the New Passenger Station by the County shall commence upon SAM's issuance of final acceptance to its contractor for such work, unless a different date is agreed to in writing by the Parties. The County will have the right to possession and use of the New Passenger Station for its purposes, and SAM will retain ownership of the New Passenger Station. Once completed, the New Passenger Station design or facility shall not be modified without the mutual approval of SAM and the County. SAM shall further ensure that the New Passenger Station is free and clear of any and all liens or other encumbrances arising from SAM's construction or other activities by SAM prior to the County taking possession hereunder. Prior to the County taking possession hereunder, SAM shall provide the County with a written instrument securing a security interest in the New Passenger Station in favor of the County or with another appropriate instrument, in a form acceptable to the County that shall be recorded to protect the use of the passenger station against any potential future creditors of SAM.

2.5 The County at its cost will (a) remove the wire for the existing overhead catenary system ("OCS") north of Broad Street (but SAM at its cost will remove all existing poles), and (b) replace all tracks, wire and poles north of Broad Street to the end of the New Passenger Station (with the tail track to extend north of the New Passenger Station approximately eight-five (85) linear feet. SAM will allow the wire to be supported by their pedestrian bridge and will allow the County access to the site for construction and maintenance of the OCS at times and in a manner that does not unreasonably interfere with use of the OSP.

2.6 The County shall provide SAM with thirty (30) days written notice prior to commencing installation of the replacement tracks and SAM shall pay the County \$20,000 to fund such installation within thirty (30) days thereafter.

3.0 County Use of Site

3.1 Subsequent to the County's cessation of streetcar operations at the Existing Site and SAM's removal of the Facility, the Existing Passenger Station and a portion of the track and construction of the New Passenger Station, the County will be entitled to resume streetcar operations through the waterfront streetcar alignment using the New Passenger Station as depicted on Exhibit B ("WFSC Alignment") or through an alternative alignment agreed to by the City of Seattle, County and SAM. Upon resumption of street car operations, SAM will not interfere with the County's perpetual and unimpeded right (to the extent authorized by the City as owner of Park Boulevard) to construct, operate and maintain streetcar tracks, OCS and a passenger station on, through, and across the WFSC Alignment. In addition, the

County shall have a continuous, non-exclusive right of pedestrian access to and through the OSP for passenger access and for County employees or agents to reach the WFSC Alignment to construct, operate and maintain the streetcar tracks, OCS and a passenger station, with such pedestrian access to be in a manner that does not unreasonably interfere with continued use of the OSP by SAM . Further, King County will have a broader non-exclusive right of access to and through the OSP for equipment and machinery to reach the WFSC Alignment to the extent necessary to construct, operate and maintain the streetcar tracks, OCS and a passenger station, with such access to be preceded by written notice to SAM and agreement on reasonable conditions to prevent interference with continued use of the OSP by SAM, and to ensure that the OSP is fully restored should there be any damage to it through such use. SAM shall ensure that neither it nor its contractors impair the rights granted in this Section in any way.

3.2 In the event the County decides to extend the streetcar track and operations north of the track identified in Exhibit B or requires additional track beyond the replacement track for storage or increased efficiency in operations and such extension or additional track is in the gap between the eastern edge of OSP improvements and the Burlington Northern Franchise area as shown in Exhibit B , SAM will (a) support such extension or additional track , and (b) grant a non-exclusive right of access or use for pedestrians, equipment and machinery to and through the OSP, when there is no reasonable alternative to such access or use, for the construction or extension of additional track within the gap area, with such access or use to be preceded by written notice to SAM and agreement on reasonable conditions to prevent interference with continued use of the OSP by SAM, and to ensure that the OSP is fully restored should there be any damage to it through such use.

4.0 Permits and Compliance with Laws

At its sole expense, each Party shall obtain, maintain and revise, as necessary, all required permits, consents, approvals, authorizations, directions, and licenses issued by any federal, state, local agency or authority required for exercising or performing either Party's respective rights and obligations under this Agreement. Each Party shall comply and ensure that all of its contractors and employees comply with all federal, state and local laws, regulations, and ordinances applicable to removal, demolition and disposal of the Facility, removal and disposition of the Existing Passenger Station and a portion of the track, construction and installation of the New Passenger Station, removal of equipment and OCS, and all other activities required of each Party under this Agreement.

5.0 Disclaimer of Warranties

SAM has inspected the Site and agrees that it is being made available by the County, on an "AS IS" and "WITH ALL FAULTS" basis, including, but not limited to, the presence of any Hazardous Materials as defined herein, underground storage tanks or contaminated soil and/or groundwater resulting from Hazardous Materials, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Materials in or from the Existing Site, and the compliance or noncompliance of the with applicable environmental

and other laws relating to the same. The County shall not be liable to SAM for claims or damages arising from any defect or the present condition of the Site or any of their structures, systems or other elements, whether known or unknown, or for defects or damage from any other occurrence. Notwithstanding the foregoing, the County shall remove all existing Hazardous Materials that are present at the Existing Site as a result of the County's operation of the Existing Site, and shall be responsible for, and indemnify and hold SAM harmless from, any environmental remediation, liability or costs relating to any such Hazardous Materials.

THE COUNTY DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, AND NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE COUNTY IS AUTHORIZED TO STATE OTHERWISE. THE COUNTY FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE CONDITION OF THE SITE FOR REMOVAL, DEMOLITION, MODIFICATION AND/OR USE BY SAM OR ITS EMPLOYEES, AGENTS OR CONTRACTORS. THE COUNTY ALSO SPECIFICALLY DISCLAIMS ANY WARRANTIES WITH REGARD TO THE PRESENCE OF ANY HAZARDOUS MATERIALS, UNDERGROUND STORAGE TANKS OR CONTAMINATED SOIL AND/OR GROUNDWATER, OR THE ACTUAL OR THREATENED RELEASE, DEPOSIT, SEEPAGE, MIGRATION OR ESCAPE OF HAZARDOUS MATERIALS AT, FROM OR INTO THE EXISTING SITE OR PASSENGER STATION, AND COMPLIANCE WITH APPLICABLE FEDERAL STATE COUNTY AND LOCAL LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION ENVIRONMENTAL LAWS. NOTWITHSTANDING THE FOREGOING, THE COUNTY IS SUBJECT TO THE PROVISIONS OF THE PRECEDING PARAGRAPH FOR EXISTING HAZARDOUS MATERIALS THAT ARE PRESENT AT THE EXISTING SITE AS A RESULT OF THE COUNTY'S OPERATION OF THE EXISTING SITE.

6.0 Hazardous Materials

Except for existing Hazardous Materials that are present at the Existing Site as a result of the County's operation of the Existing Site, which are governed by Section 5 above, SAM (a) at its sole expense, shall take possession of and cause the removal, transport and lawful disposal of any Hazardous Materials released, identified, discovered or uncovered at or related to the Existing Site and Passenger Station following issuance of the Notice to Proceed and (b) releases and indemnifies and holds the County harmless from any and all claims of whatever nature to the extent associated with SAM's obligations under this Agreement for Hazardous Materials. Nothing in this Agreement modifies or otherwise affects the allocation of obligations or liability for Hazardous Materials currently existing as between the City and SAM pursuant to the existing Environment Agreement between the City and SAM dated December 7, 1999 ("Environmental Agreement") or the Operation and Maintenance Agreement for Park Boulevard to be entered into by the City and SAM.

"Hazardous Materials" as used throughout this Agreement shall include, but not be limited to the following:

- (1) Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or
- (2) Any dangerous waste or hazardous waste as defined in:
 - a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or
 - b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
 - c. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
- (3) Any hazardous substance as defined in:
 - a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or
 - b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D);
- (4) Contaminated soils and contaminated dredged material as defined in WAC 173-350; or
- (5) Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

"Hazardous Materials that are present at the Existing Site as a result of the County's operation of the Existing Site" means any Hazardous Materials that are present at the Existing Site as a result of the operation and maintenance of the waterfront streetcar system at the Existing Site, by the County or its predecessor the City of Seattle, and does not include any Hazardous Materials that are a part of the existing structures or structural components that make up the Existing Site.

7.0 Legal Relations

7.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is

formed as a result of this Agreement. No employees or agents of SAM or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the County.

7.2 The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

7.3 This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement

8.0 Indemnification

8.1 SAM Indemnification.

To the maximum extent permitted by law, SAM shall defend, indemnify and hold harmless the County and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to SAM's performance of its obligation under this Agreement or any negligent errors, omissions or acts of SAM, its contractors at any tier, and/or employees, agents, or representatives; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement, or if there otherwise is concurrent negligence by SAM and the County, and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of SAM, its contractor or employees, agents, or representatives and the County or its employees, agents, or representatives, the indemnification by SAM applies only to the extent of the negligence of SAM, its contractor or employees, agents, or representatives. When SAM has a duty to defend, indemnify or hold harmless pursuant to the terms of the preceding sentence, then SAM shall assume all costs of defense including administrative and legal fees incurred by the County, and of all resulting judgments that may be obtained against the County or any of its officers, principals, agents, or employees. If resulting therefrom, any lien is placed upon property of the County or any of its officers, principals, agents, or employees, SAM shall at once cause the same to be dissolved and discharged by giving bond or otherwise. SAM specifically assumes potential liability for actions brought by SAM's own employees or the employees of its contractors against the County and for that purpose SAM specifically waives, as respects the County only, any immunity under the Worker's Compensation Act, RCW Title 51; and SAM recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

8.2 County Indemnification. If (and only if) it is determined by a court of competent jurisdiction, that RCW 4.24.115 applies due to concurrent negligence, or if there

is any other concurrent negligence by the County and SAM not covered by RCW 4.24.115, then to the extent any claims or damages are caused by or result from the concurrent negligence of (a) the County, its agents, contractors or employees; and (b) SAM, its agents, contractors, or employees, then the County does covenant and agree to hold SAM harmless from all claims, actions, suits, liability, loss, costs, expense or damages of every kind and description to the extent of the negligence of the County, its agents, contractors or employees.

9.0 Insurance

INSURANCE REQUIREMENTS

- A. By the date of execution of this Agreement, SAM shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by SAM and its Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by SAM, the Contractor or sub-contractor. SAM may furnish separate certificates of insurance and policy endorsements from its Contractor and/or each sub-contractor as evidence of compliance with the insurance requirements of this Agreement.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, SAM or its Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to SAM under this contract. SAM shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY.**

2. Professional Liability:

Professional Liability, Errors and Omissions coverage.

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

If "pollutants" as excluded under the Standard Commercial Auto policy are to be transported, endorsements CA 9948 and MCS-90 are required. .
(This section to be included only when requested by Risk Management on the Insurance requirements form.)

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

SAM shall maintain limits no less than, for:

1. General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$ 1,000,000
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage : \$1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the SAM's liability to the County and shall be the sole responsibility of SAM.

E. Other Insurance Provisions

The insurance coverage(s) required in this Agreement are to contain, or be endorsed to contain the following provisions:

1. Liability Policy(s) (Except Workers Compensation and Professional):
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of SAM and/or its Contractor(s) in connection with this Agreement.
 - b. SAM's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with SAM's insurance or benefit SAM in any way.
 - c. SAM's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies fail to meet the above minimum requirements, SAM shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

SAM shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Agreement. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by SAM and/or its contractor shall specifically state that the activities required under this Agreement are included under its policy.

H. Sub-contractors

SAM shall include all Contractor(s) as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each Contractor. Insurance coverages provided by Contractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

10.0 Succession

This Agreement, together with all exhibits now or hereafter made a part, shall be binding on the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

11.0 No Subcontracting or Assignments

Neither this Agreement nor any interest herein may be assigned by SAM without the prior written consent of the County.

12.0 Notices

Any notice to be given under this Agreement shall be deemed given when sent by registered or certified mail or by personal delivery to the address herein contained of the party to be notified.

SAM: Seattle Art Museum
100 University Street
Seattle, WA 98101
Attn: Director
Telephone: 206 625-8900
FAX: 206 654-3135

King County: King County Department of Transportation
Metro Transit Division
Judy Riley, Manager, Design and Construction
201 S. Jackson St.
Seattle, WA 98104
Telephone: 206-684-1401
FAX: 206-684-1803

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.

13.0 Effective Date and Termination

13.1 This Agreement shall take effect upon its signing by both Parties.

13.2 The County may terminate this agreement if removal of the Facility has not commenced on or before June 30, 2006, subject to an extension for delays beyond SAM's reasonable control. In the event of such a termination, the Site shall revert to the possession of the County and SAM shall be responsible for restoring it to the condition in which it was received.

13.4 If a Party fails to perform or comply with any term or condition of this Agreement within 30 days after written notice is given specifying the failure to perform or comply, that Party shall be deemed in default of this Agreement. However, if such failure is not reasonably capable of cure within such 30-day period, then the defaulting Party shall have a reasonable period to complete such cure so long as that Party promptly undertakes action to cure such default within the 30-day period. If a default continues after the applicable cure period, then the non-defaulting Party shall have all rights and remedies at law or in equity. If the uncured default relates to a fundamental obligation under this Agreement, then the non-defaulting Party shall have the right to terminate this Agreement.

14. Dispute Resolution. If the Parties do not agree upon a final design and specifications or final acceptance of the New Passenger Station as provided respectively in Sections 2.2 and 2.3 above, then the parties shall appoint a Neutral Consultant to resolve the dispute, whose decision shall be final, binding and subject to no rights of appeal. If the parties are not able to agree upon a Neutral Consultant within 10 days after either party requests dispute resolution, then either party may request an appointment of a Neutral Consultant by the Judicial Arbitration and Mediation Services of Washington. "Neutral Consultant" means a person with at least 10 years of experience with the design or construction of transportation facilities and who shall have not been employed by either party or its affiliates during the five (5) years prior to appointment of the Neutral Consultant. The parties shall each pay their own attorneys' fees, but the parties shall share equally the cost of the Neutral Consultant.

15.0 Entire Agreement

This Agreement constitutes the entire agreement between SAM and the County. This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the Parties. The Parties agree that no modification of this Agreement will be binding unless such modification is in a writing that has been accepted and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

KING COUNTY

SEATTLE ART MUSEUM

By: _____

By: _____

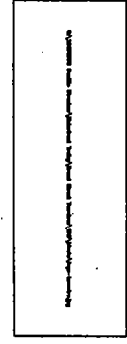
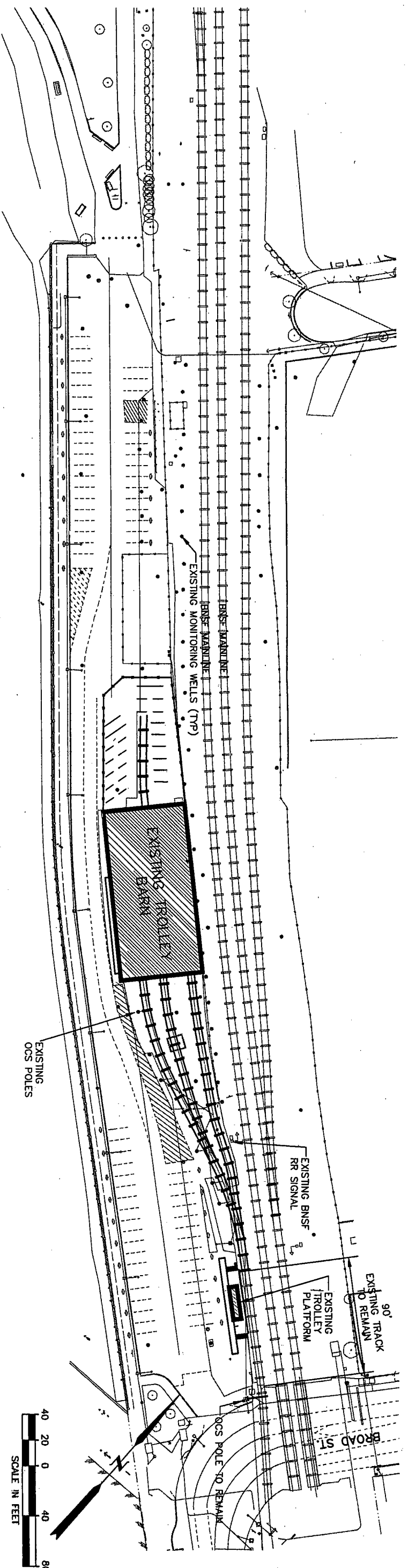
Its: _____

Its: _____

Date: _____

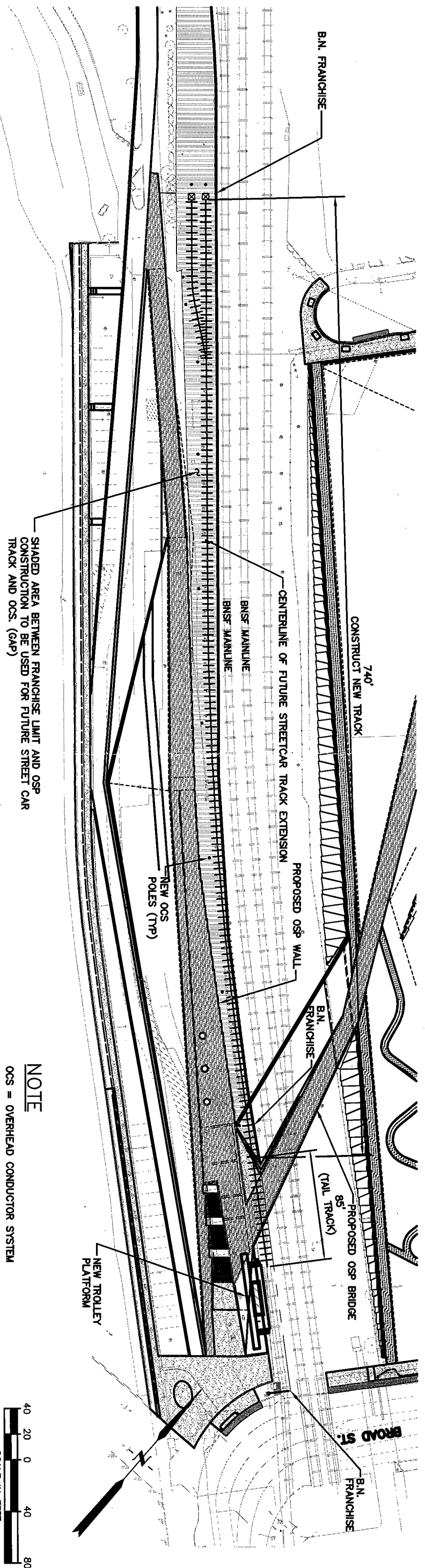
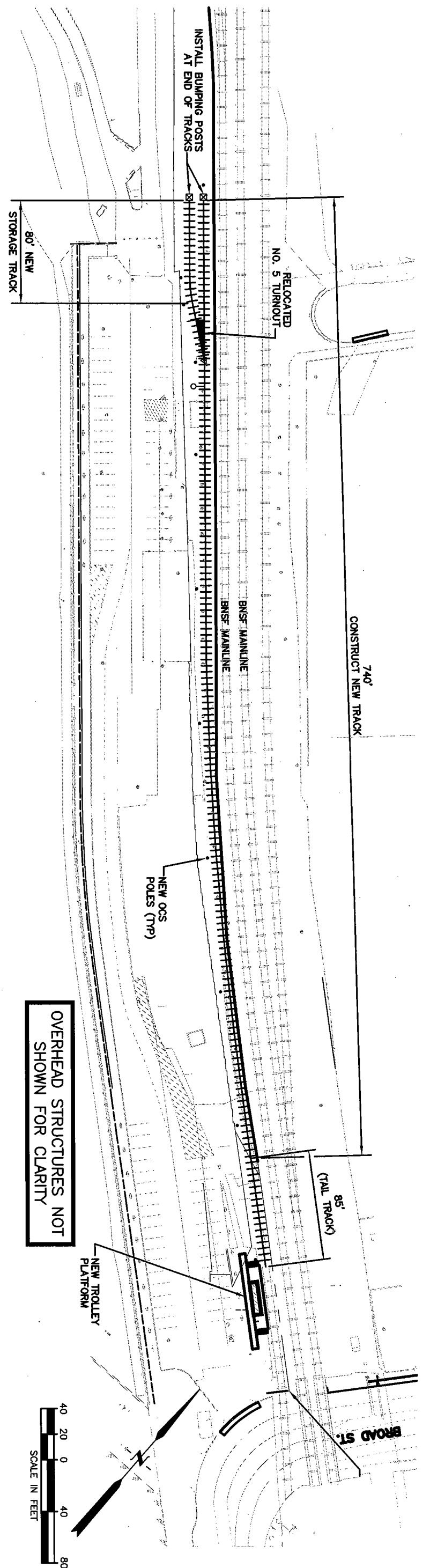
Date: _____

- Exhibit A Sketch of Existing Site
- Exhibit B Conceptual Design and Specifications of New Passenger Station and Delineation of Boundaries of OSP
- Exhibit C List of Equipment to Be Removed from Existing Site



URS
 1501 4th Avenue, Ste. 1400
 Seattle, WA 98101-1518
 Telephone (206) 438-5700

WATERFRONT TROLLEY
 BROAD STREET TERMINUS
 EXISTING CONDITIONS
 EXHIBIT A



NOTE
OCS = OVERHEAD CONDUCTOR SYSTEM



URRS

1501 4th Avenue, Ste. 1400
Seattle, WA 98101-1616
Telephone (206) 438-2700

WATERFRONT TROLLEY
EXHIBIT B
NORTH TRACK EXTENSION

Exhibit C

Items To Be Removed by King County Metro

ITEM	QTY
Building	
Leaf door operators	4 pair
Overhead wire indicator light fixtures	3 ea
Removeable handrails - around pit	1 lot
Overhead wire	3 bags
Yard	
Rail switch & cross hardware	1 lot
Overhead wire to Broad St.	600 l.f.
Hardware on trolley poles*	1 lot
Broad Street station shelter	1 ea
* Steel pole north of Broad St. to remain.	
Equipment & Furniture	
Air compressor	1
East wall main shop - Arc welder	1
East wall main shop - Band saw	1
East wall main shop - Pedestal grinder	1
Main shop - 100 press	1
Main shop - Bench sander	1
Main shop - CAD lathe	1
Main shop - Drill press	1
Main shop - Flammables storage cabinet	1
Main shop - Hoist controller for transpo lifts	1
Main shop - Jack stands	4
Main shop - Jib crane	2
Main shop - Pedestrian grinder	1
Main shop - Refrigerator	1
Main shop - Transpo lift	5
Office - Cabinet	1
Office - Desk	2
Office - File cabinet	1
Office - Miscellaneous	2
Office - Table	1
Outside North - Bomb hoist	1
Outside North - Tires	2
Parts room - Drawers to parts cabinets	5
Parts room - Nut and bolt bins	4
Parts room - Racks	5
Parts room - Shelves	27
Portable - Forklift	1
Portable - Scissor lift (Genie GS 1930)	1
Steam room - Sandblast cabinet	2
Steam room - Tires pallets	2
Steam training controller	1