

**PARTNERING AGREEMENT BETWEEN
THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND
TRANSIT”) AND THE PORT OF SEATTLE (THE “PORT”) AND
THE NORTHWEST SEAPORT ALLIANCE (“NWSA”) FOR THE
WEST SEATTLE AND BALLARD LINK EXTENSIONS PROJECT**

GA 0089-20

THIS PARTNERING AGREEMENT (“Agreement”) is between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under 81.112 RCW (“Sound Transit” or “Grantee”), the PORT OF SEATTLE, a Washington municipal corporation (the “Port”), and the NORTHWEST SEAPORT ALLIANCE, a Washington port development authority (“NWSA”). For purposes of this Agreement, the Port and NWSA are collectively referred to as “PORT/NWSA,” and the Port, NWSA, and Sound Transit are collectively referred to as the “Parties” or individually as a “Party.”

INTRODUCTION

The Sound Transit 3 Regional Transit System Plan (ST3) approved by the voters in November 2016 is ambitious in scope and the timelines for implementation are aggressive. The scope and timeline for ST3 are equal to the scope and timeline for the prior two system expansions combined, Sound Move and ST2. Implementing ST3 consistent with the scope, budget, and schedule approved by the voters will take extraordinary effort by Sound Transit and by its federal, state, and local partners.

To meet the challenge of delivering projects as fast as possible, Sound Transit developed a System Expansion Implementation Plan that embraces new ways of working. Those adjustments include internal changes at Sound Transit, as well as new approaches to working with project partners, stakeholders, and local jurisdictions. The implementation plan includes strategic initiatives that:

- Underscore Sound Transit’s commitment to partnerships, community engagement, collaboration, transparency and accountability;
- Apply innovative ideas and lessons learned to refine and improve project development and delivery; and
- Support seamless project management through all project phases.

Sound Transit is committed to making its new project development and delivery processes work better, and it is reaching out to its partners to obtain their commitment to do the same. This project partnering agreement reflects that commitment to a new way of doing business so that together we can deliver the quality transit improvements approved by the voters in ST3 on schedule and within budget.

The West Seattle and Ballard Link Extensions (WSBLE) Project (“Project”) aims to connect the

West Seattle and Ballard neighborhoods of Seattle to the rest of the LINK light rail system operated by Sound Transit. Both the Port and NWSA operate facilities that will benefit from the construction of these connections in terms of improving freight mobility, access to Sea-Tac International Airport, and enhancing employee, user and tenant access to certain seaport properties in Seattle. The Port (or its tenants) operates facilities that could be impacted by construction and operation of the Project. The NWSA (or its tenants) operates maritime cargo terminals that could be impacted by construction and operation of the Project.

This Agreement includes specific commitments from Sound Transit and from the PORT/NWSA to the following:

- Work together using a designated representative from each organization to manage the project, to establish a cooperative and communicative platform for reaching decisions, and to resolve disputes;
- Provide clarity as to project scope and schedule, identify opportunities for joint work and coordination with PORT/NWSA projects;
- Develop other measures so that the Project development process runs smoothly and without surprises to any other Party;
- Establish specific points in the development process for Port/NWSA review of and feedback on Project materials; and
- Develop environmental review documents that both Sound Transit and the Port/NWSA can use for all of the required Project development approvals and permitting decisions.

1. PROJECT MANAGEMENT

1.1. General Goals and Expectations

- 1.1.1. The ST3 Plan establishes aggressive timelines for project delivery. It is in the mutual interests of Sound Transit and the PORT/NWSA, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- 1.1.2. With this Agreement, Sound Transit and the PORT/NWSA establish a common understanding of roles, responsibilities, and schedule and budget imperatives necessary for the timely delivery of the Project.
- 1.1.3. The work that the Parties will undertake through this Agreement is part of Sound Transit's system-wide focus on implementing strategic initiatives to meet the aggressive project schedules included in the ST3 Plan. Those strategic initiatives include (1) enhance Sound Transit's commitment to partnership, community engagement, collaboration, transparency, and accountability; (2) apply innovative ideas and lessons learned to refine and improve project development

and delivery; and (3) align internal and external resources to support seamless and collaborative management through all phases of each project. In parallel with PORT/NWSA efforts to further this Agreement, Sound Transit will seek to continuously improve its internal planning and management processes to further this Agreement and implement these strategic initiatives.

- 1.1.4. This Agreement is anticipated to be one of multiple agreements that will memorialize shared understanding between Sound Transit and the PORT/NWSA over the life of the Project. The Parties may amend this Agreement or enter into future agreements as the Project advances through subsequent design and delivery phases to address items such as, concurrence on the preferred alternative, storm water plans, access and real estate agreements/licenses, or otherwise as mutually determined necessary by the Parties. Sound Transit's choice of project delivery method will inform future amendments or agreements.

1.2. Estimated Levels of Participation

- 1.2.1. The Parties are committed to meeting key Project milestones. The Parties will regularly review staffing and levels of effort with the intent to maintain adequate staffing for timely delivery of the Project.

1.3. Designated Representatives and Project Team

1.3.1. Designated Representatives

- 1.3.1.1. To ensure effective intergovernmental cooperation and efficient Project review, Sound Transit and the PORT/NWSA shall each designate a representative responsible for communications between the Parties ("Designated Representative"). Each Party's Designated Representative is identified in **Exhibit A**. One Party may change its Designated Representative with notice to the other Parties, provided that the new Designated Representative has appropriate qualifications and level of authority to fulfill the expectations of the role.

1.3.2. Designated Representative Authority and Responsibilities

- 1.3.2.1. Designated Representatives will be authorized by their respective organizations to direct, coordinate, and review the work of assigned

staff. Designated Representatives will assemble, direct, and manage their staff teams to achieve key Project milestones within the Project budget.

- 1.3.2.2. Designated Representatives are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to the Project. For both the Sound Transit and the PORT/NWSA Designated Representative, coordination of department staff and consultants includes the resolution of disputes that may arise between departments and/or consultants, and the development of review schedules that allow for efficient review by multiple departments. Project coordination may require the development of further agreements between the Parties. **Exhibit B** provides a description of the role and duties to be performed by the PORT/NWSA Designated Representative.

1.3.3. Project Team

- 1.3.3.1. The Parties will form a Project Team that will provide a forum for early and frequent consultation on issues related to Project development. The Project Team will facilitate participation of PORT/NWSA transportation, engineering, environmental, and other PORT/NWSA staff as necessary in the preliminary design, analysis, environmental review, development, and eventually permitting, and construction of the Project. PORT/NWSA representatives will meet with Sound Transit Project staff and consultants on a regular basis throughout the Project. **Exhibit C.1** identifies Sound Transit's organizational structure and key positions of the Project Team and **Exhibit C.2** identifies the PORT/NWSA's organizational structure and key positions of the Project Team.

1.4. Processes for Project Reviews

- 1.4.1. The Parties understand and agree that achieving the processes and expectations described in this Agreement depend upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise with any aspect of the work will occur as early as possible in the process, and not wait for explicit due dates and timelines.
- 1.4.2. Project reviews will involve strategies, such as informal "over the shoulder" ("OTS") reviews, task forces, page-turn meetings, workshops, charrettes, or

other forms of engagement that encourage the Parties to engage in early and thorough discussion of Project opportunities, risks, and issues. The Parties will engage in these Project reviews and seek to resolve issues before Sound Transit provides submittals to the PORT/NWSA for formal comments to Sound Transit.

- 1.4.2.1. OTS reviews, task forces, page-turn meetings, workshops, charrettes, or other forms of engagement will be scheduled as needed to keep the Project Team members apprised of developments in the Project development process and to seek feedback on aspects of the Project with respect to PORT/NWSA interests

1.5. Decision Making

- 1.5.1. The Parties agree to be transparent in their respective decision-making processes and agree to make decisions in a reasonably timely manner. The Parties will discuss upcoming decisions by another Party that may affect Project scope, schedule, or budget and will strive to reach shared understanding before decisions are made.
- 1.5.2. The Parties will work in good faith to respond to questions and requests for feedback or information within two weeks unless otherwise agreed.

1.6. Commitment to Project Schedule and Budget

1.6.1. Schedule

- 1.6.1.1. The Parties acknowledge the importance of meeting Project schedule milestones and objectives in order to begin light rail operations on time. Accordingly, the Parties will work in good faith toward the completion of necessary processes no later than the target dates identified in the schedule attached as **Exhibit D**.

1.6.2. Budget

- 1.6.2.1. The Sound Transit financial plan includes funding, which could include future federal grants, for the Project representative alignments, which includes funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies.

- 1.6.2.2. The Parties agree to work together to facilitate the Project being completed within available budget.
- 1.6.2.3. In cases where the PORT/NWSA have an interest in changing Project scope beyond that anticipated under Sound Transit's financial plan, the PORT/NWSA will collaborate with Sound Transit to identify potential reductions in scope or risk elsewhere on the Project or will evaluate options for increased funding through local contributions to finance the requested change. Agreement on the scope changes and local contributions, if any, will be memorialized in a future agreement as mutually determined by the Parties.

2. PROJECT DEVELOPMENT

2.1. Overall Project Approach to Project Development and Delivery

- 2.1.1. Meeting the Project schedule will require expedited project development and delivery as described in this Agreement, the voter-approved ST3 Plan, and the System Expansion Implementation Plan, and the Parties will follow the overall development approach provided in **Exhibit E**.
- 2.1.2. The Sound Transit Board has the sole authority to identify a range of alternatives and a preferred alternative for environmental study and subsequent selection of the Project to be built after conclusion of environmental review.
- 2.1.3. The Sound Transit Board's identification of a preferred alternative will be informed by stakeholder input and technical assessment of a broad range of factors including, but not limited to, transportation, environmental, land use, engineering, construction, operations, schedule and cost.
- 2.1.4. The Parties will coordinate, to the extent possible, content and sequencing of their planning activities with regard to station areas, land use, and access.
- 2.1.5. The Parties will identify opportunities for improving access between station areas and Port properties and facilities.
- 2.1.6. The Parties will work together to identify and evaluate opportunities for industrial-oriented/transit-oriented development ("TOD") in station areas, consistent with local industrial zoning in station locations within or directly adjacent to manufacturing and industrial centers.

2.2 Commitment to Coordination on Planned Projects

- 2.2.1. The Parties will share information on existing conditions and planned projects within the Project area with the intent to identify opportunities for coordination and resolve conflicts as early as possible during Project development, and to reduce risks to Project development and delivery.

3. PROJECT DEFINITION

3.1. ST3 Plan, Representative Projects, and West Seattle and Ballard Link Extensions Draft Environmental Impact Statement (DEIS) Alternatives

- 3.1.1. The Parties will build on work already completed and publicly vetted, particularly the Regional Transit Long Range Plan (December 2014) Ballard to Downtown Seattle Transit Expansion Study (May 2014), the South King County Corridor High Capacity Transit Study (August 2014), and Sound Transit 3 – the Regional Transit System Plan (June 2016).
- 3.1.2. Representative projects were developed for the purpose of establishing project scope, cost estimates and ridership forecasts. Financing for ST3 was based on these representative projects, subsequently approved by voters. ST3 was used to establish transit mode, corridor, number of stations and general station locations during the Project’s environmental review phase as well as during development of the Project budget and schedule. Project Development started with the ST3 representative projects to investigate what other reasonable alternatives should be evaluated. The ST3 Plan representative project templates are provided for reference as **Exhibit F**.
- 3.1.3. In May 2019 the Sound Transit Board identified preferred alternatives and other alternatives to be studied in the DEIS. In October 2019 the Sound Transit Board further refined the alternatives to be studied in the DEIS. A map showing the DEIS Alternatives being studied is provided for reference as **Exhibit G**.

4. COMMUNICATIONS AND PUBLIC ENGAGEMENT

4.1. Community Engagement and Communications

- 4.1.1. In consultation with the Port/NWSA, Sound Transit will develop a Community Engagement Guide that describes the process for engaging with neighborhood and community stakeholders, the general public and the media. The Community Engagement Guide will further describe the roles of Sound Transit, partner

agencies, community members and the public in advancing the Project.

4.1.1.1. Sound Transit established an Interagency Group in 2018. The Interagency Group (IAG) is composed of senior staff from Sound Transit, city of Seattle and other partner agencies such as Port of Seattle, King County, Washington State Department of Transportation (WSDOT) and Federal Transit Administration (FTA).

4.1.1.2. The Port Commission and NWSA Managing Members have an interest in the project and Sound Transit staff will provide updates to the Port Commissioners and NWSA Managing Members at key milestones.

4.2. Public Communication

4.2.1. The Parties intend to provide information to neighborhood and community stakeholders, the general public and the media in an accurate and timely manner and will strive to notify and coordinate with each other in advance of formal press releases, news conferences, or similar public statements concerning the Project. Coordination may include identifying opportunities for joint public statements. To facilitate coordination, the Parties will identify points of contact for engagement and communications at each agency.

4.3 Outreach

4.3.1. The Parties acknowledge that community outreach is critical to ensure local residents and businesses are fully informed about project development:

4.3.1.1. Sound Transit will lead, in coordination with the PORT/NWSA, all Project outreach to PORT/NWSA tenants potentially affected by the project, including coordination of meetings with the Project team throughout project planning.

4.3.1.2. For contact individually with tenants of the PORT/NWSA, Sound Transit will strive to contact the appropriate PORT/NWSA property manager before connecting with the tenant.

4.3.1.3. Sound Transit will invite the PORT/NWSA to tenant meetings.

5. ENVIRONMENTAL REVIEW

5.1. SEPA/NEPA

- 5.1.1 Sound Transit is the lead agency for compliance with the State Environmental Policy Act ("SEPA"). In coordination with the PORT/NWSA and other agencies with jurisdiction, Sound Transit will complete the environmental review for the Project in accordance with SEPA as well as with the National Environmental Policy Act (NEPA) in coordination with the FTA, the NEPA lead agency. The PORT/NWSA, including all of its pertinent departments and divisions, will participate actively in the environmental review process to ensure that the scope of review, reasonable alternatives, environmental impacts, and appropriate mitigation measures are identified and agreed to during the environmental review process. The goal is for the Parties to identify potential impacts early in Project design and to work together to resolve or mitigate environmental impacts.
- 5.1.2 The Port of Seattle will participate as a Cooperating Agency under the National Environmental Policy Act ("NEPA") and as a Consulted Agency under SEPA. NWSA will participate as a Participating Agency under the National Environmental Policy Act ("NEPA") and as a Consulted Agency under SEPA.
- 5.1.3 As a Cooperating Agency, the Port will contribute to the scope of environmental documents, provide relevant information to support the analyses, and review environmental documents for the Project related to Port property, Port property interests, and/or components for which the Port has jurisdiction for approvals. Sound Transit and the Port will identify milestones for environmental review. The environmental review will identify any required Port approvals for the Project, as well as environmental mitigation for Project impacts. The Port will use and rely on the Project's environmental documents and agreed upon mitigation measures to satisfy any SEPA responsibilities related to the Project, consistent with WAC 197-11-600.
- 5.1.4. Sound Transit will provide a review period of 30 calendar days to review the administrative draft of the DEIS. Port staff will work in good faith to provide substantive comments on the administrative draft within time provided for review. Sound Transit and the Port will strive to resolve Port comments received on the administrative DEIS prior to publication of the DEIS. Sound Transit and the Port will hold comment resolution meetings, as needed, to discuss and resolve Port comments.
- 5.1.5. Sound Transit will provide a review period of 45 calendar days for agency and public review and comment on the Draft EIS. The Port of Seattle and NWSA will

work in good faith to provide comments on the DEIS within the time provided for review. The Final EIS will include responses to comments received on the DEIS.

6. POTENTIAL ENVIRONMENTAL MITIGATION

- 6.1.** Sound Transit will publish a Draft Environmental Impact Statement (DEIS). In the DEIS, Sound Transit will study potential effects to various elements of the environment, including the natural and built environment and transportation systems. The DEIS will identify probable significant adverse environmental impacts and potential mitigation. Following the DEIS, Sound Transit will publish the Final Environmental Impact Statement (FEIS). The FEIS will identify probable significant adverse environmental impacts to the environment and propose reasonable mitigation to the identified impacts. While analyzing potential effects and potential reasonable mitigation, Sound Transit will coordinate with PORT/NWSA to understand potential restoration and reasonable mitigation opportunities at Port properties or Port managed mitigation banks to address probable significant adverse environmental impacts identified in the FEIS.

7. COORDINATION ON SITES WITH EXISTING FEDERAL CLEANUP ORDERS

- 7.1.** Sound Transit recognizes that some portions of Port properties fall within the boundaries of certain contaminated sites subject to the oversight of the U.S. Environmental Protection Agency and/or Washington State Department of Ecology, including but not limited to the Harbor Island Superfund Site and the Lower Duwamish Waterway Superfund Site. Sound Transit will coordinate with PORT/NWSA to help the Port/NWSA meet its reporting requirements for areas under existing cleanup orders and the documentation and handling of any generated soil or water from those sites.
- 7.2.** Sound Transit will meet federal, state and local requirements related to hazardous materials in coordination with the regulatory agencies and property owner.
- 7.3.** When potentially affecting the Project, the Port will coordinate with Sound Transit on project activities within Superfund sites where the Port is a responsible party.

8. PLANNING AND MANAGING CONSTRUCTION

8.1. Process and Schedule for Determining Construction Delivery Method(s)

- 8.1.1.** Sound Transit will consider project delivery methods early in Project development and intends to select the appropriate project delivery method for segments of the Project as soon as a preferred alternative is identified. Sound Transit will evaluate alternative delivery methods against project goals and coordinate with the PORT/NWSA before deciding which method(s) to employ. Multiple project delivery methods may be deployed depending on segment

construction sequencing needs and differing Project facility requirements.

8.2. Coordination on design and construction planning

- 8.2.1. Prior to completing preliminary engineering, the Parties will discuss and agree on the approach to preparing for and closing out construction with the intent to avoid delays and open light rail operations on time.
- 8.2.2. The Port/NWSA will provide, where available and reasonably possible, information such as site plans, as-builts, and other facility information needed for Sound Transit's planning and design.
- 8.2.3. The Port will work in good faith to review and provide comments on Sound Transit design in an effort to maintain Project schedule.
- 8.2.4. Sound Transit and the Port/NWSA will coordinate and collaborate regarding the following issues for PORT/NWSA properties, to be factored into the design and contracting:
 - 8.2.4.1. Operational constraints of the impacted properties, including hard constraints, soft constraints, and risks to operations.
 - 8.2.4.2. Infrastructure constraints.
 - 8.2.4.3. Temporary construction impacts and long-term impacts from Sound Transit infrastructure and operations.
 - 8.2.4.4. Development of contract package language to ensure operating hours, truck access, security, property protection, maintenance implications, environmental requirements and other constraints are appropriately considered.
- 8.2.5. The Parties will work collaboratively to identify potential partnerships for construction staging, dock access or other opportunities.
- 8.2.6. Prior to completion of design, the Parties will collaborate on protocols and responsibilities for communication between the Parties to be implemented during construction, including consideration of Sound Transit's contractor's role.

8.3. Stormwater Connection permission and plan review

- 8.3.1. The Port holds a municipal stormwater permit which covers all Port Property. The Port also maintains its own Stormwater Utility.
- 8.3.2. The Parties will coordinate early and often to ensure Sound Transit understands the level of detail and timelines required to ensure compatibility with Port stormwater system requirements.
- 8.3.3. Sound Transit or its contractor will obtain, hold, and manage any necessary permits for its work, including the Construction General Stormwater Permit.
- 8.3.4. Sound Transit or its contractor will prepare a Stormwater Pollution Prevention Plan (SWPPP) for the Project and provide a copy to the Port.
- 8.3.5. Sound Transit or its contractor will be solely responsible for compliance with all applicable stormwater laws, regulations, and permits associated with its Project activities.

9. RIGHT OF WAY, ACCESS AND PROPERTY ACQUISITION

9.1. ST Authority and Regulations Regarding Temporary and Permanent Property Acquisitions

- 9.1.1. To implement the Project, Sound Transit will acquire permanent and temporary property rights from public and private individuals and entities interests, which may include PORT/NWSA properties.
- 9.1.2. Sound Transit will consider property acquisition needs, including construction staging and temporary construction easements as necessary, early in Project development. Sound Transit will assess the risk of potential loss of critical parcels for tunnel portal areas, station sites, or other key construction staging areas due to imminent property sale or development pressure in the corridor. High risk parcels may be targeted for further evaluation and potential suitability for early protective acquisition by Sound Transit.
- 9.1.3. Sound Transit will consult with the PORT/NWSA on property acquisition needs of the Project at the earliest time possible.
- 9.1.4. The PORT/NWSA will notify Sound Transit of potential development or anticipated material changes in land use on Port owned parcels along the routes of the alternative.
- 9.1.5. In order to advance conceptual engineering and design, Sound Transit will need

access to Port properties to conduct an investigation to characterize soil type and suitability. Sound Transit will also need access to conduct environmental site assessments to inform the DEIS and FEIS. Sound Transit and PORT/NWSA will collaborate to develop access plans and conditions to support this work and negotiate licenses and access agreements as necessary.

10. STAFFING RESOURCES AND FUNDING

10.1. Overall Approach to Staffing Resources and Funding

10.1.1. The Parties recognize that cooperative and joint efforts are required to complete Project development on schedule and within budget. To help accomplish this, Sound Transit recognizes that it may be in Sound Transit's best interest to contract with the PORT/NWSA for certain services and products related to Project development and to reimburse the PORT/NWSA for the costs of these services and products. Sound Transit may provide resources for project management, and as determined by Project need, technical services for complex projects.

10.1.2. The Parties agree to work cooperatively to negotiate in good faith funding agreement(s) for certain services and products related to Project development and to provide reimbursement to the PORT/NWSA for the costs of these services and products. The Parties will endeavor to develop the final form and contents of such funding agreement(s) and obtain the necessary approvals, as soon as possible, and no later than December 31, 2020.

11. DISPUTE RESOLUTION

11.1. The Parties agree to work cooperatively and in good faith toward resolution of issues. The Parties agree that no party will take or join any action in any judicial or administrative forum to challenge the action of any other Party associated with this Agreement or the Project, except as set forth herein. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

11.2. Any disputes or questions of interpretation of this Agreement or the performance of one Party under this Agreement that may arise between Sound Transit and the PORT/NWSA will be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently.

11.3. One Party may refer a dispute to the dispute resolution process by providing written notice of such referral to that Party's Designated Representative. The parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement or

the Project using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise

11.3.1. Level One: Sound Transit's technical leads and the PORT/NWSA's technical leads identified in **Exhibits C.1** and **C.2** will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, one Party may refer the dispute to Level Two.

11.3.2. Level Two: Sound Transit's Designated Representative and the PORT/NWSA's Designated Representatives will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, one Party may refer the dispute to Level Three.

11.3.3. Level Three: Sound Transit's Chief Executive Officer or Designee and the PORT's Executive Director or Designee and the NWSA Chief Executive Officer or Designee will meet to discuss and attempt to resolve the dispute in a timely manner.

11.4. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, no Party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

12. DURATION OF AGREEMENT

12.1. This Agreement will take effect upon the last date of signature by the Parties as set forth below. This Agreement will remain in effect through environmental review, final design and construction. It is anticipated that this Agreement could be extended by mutual agreement or superseded by a future agreement in order to address future phases of design and construction.

12.2. Either party may terminate this Agreement for convenience on 30 days' notice as provided in Section 16.

13. WARRANTIES

13.1. By execution of this Agreement, the PORT/NWSA warrants:

13.1.1. That the PORT/NWSA has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement the PORT/NWSA is not in violation of any law, regulation, or agreement by which it is bound or to which it is bound or to which it is subject; and

13.1.2. That the execution, delivery and performance of this Agreement by the PORT/NWSA has been duly authorized by all requisite corporate action, that the signatories for the PORT/NWSA hereto are authorized to sign this Agreement, and that upon approval by the PORT/NWSA, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

13.2. By execution of this Agreement, Sound Transit warrants:

13.2.1. That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

13.2.2. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that upon approval by Sound Transit, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

14. ADMINISTRATION OF AGREEMENT

14.1. This Agreement will be jointly administered by Sound Transit's Designated Representative and the PORT/NWSA's Designated Representative.

14.2. Each Party will be responsible for its own public records and public records requests.

15. ASSIGNMENT AND BENEFICIARIES

15.1. No Party may assign all or any portion of this Agreement without the express written consent of the other Parties. There are no third party beneficiaries to this Agreement.

16. NOTICES

- 16.1.** Unless otherwise provided herein, all notices and communications concerning this Agreement will be in writing and addressed to the Designated Representative.
- 16.2.** Unless otherwise provided herein, all notices will be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed herein. However, notice under Section 12, Duration of Agreement, must be delivered in person or by certified mail, return receipt requested.

17. FEDERAL PROVISIONS

- 17.1.** Sound Transit's design and construction of the Project may become subject to a financial assistance contract between Sound Transit and the FTA. The Parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements.

18. GENERAL PROVISIONS

- 18.1.** The Parties shall not unreasonably withhold requests for information, approvals, or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board, Port Commission or NWSA Managing Members are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents must be first approved by vote of the Sound Transit Board, Port of Seattle Commission or NWSA Managing Members, such actions are recognized to be legislative actions. The Port, NWSA, and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 18.2.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.
- 18.3.** This Agreement will be binding upon and inure to the benefit of successors and assigns of the PORT/NWSA and Sound Transit.

- 18.4.** Time is of the essence in every provision in this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” will mean calendar days unless otherwise noted. Any reference to “working days” will exclude any PORT/NWSA holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period will be extended automatically to the next business day.
- 18.5.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- 18.6.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party will be deemed, or represent themselves to be, employees of any other party.
- 18.7.** This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity will be construed against the party drafting the document will apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 18.8.** Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 18.9.** This Agreement and related task orders may be amended only by a written instrument executed by each of the Parties hereto.
- 18.10.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all counterparts together will constitute but one and the same instrument.

19. AMENDMENTS

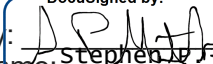
- 19.1.** This Agreement may be amended only by a written instrument executed by all Parties. The Designated Representatives may, by mutual agreement, revise or replace the Exhibits as necessary.

20. SEVERABILITY


- 20.1.** In case any term of this Agreement will be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will in any way be affected thereby.

Each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below and the effective date shall be the last date written below:

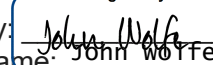
PORT OF SEATTLE, a municipal corporation

DocuSigned by:
By: 
Name: Stephen J. Metruck
Title: Executive Director
Date: 8/21/2020

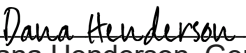
Approved as to form:

DocuSigned by:
By: 
Name: Marie Quasius
Title: Senior Port Counsel

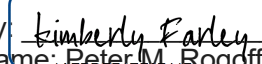
NORTHWEST SEAPORT ALLIANCE, a port development authority

DocuSigned by:
By: 
Name: John Wolfe
Title: CEO
Date: 8/12/2020

Approved as to form:

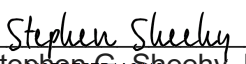
DocuSigned by:
By: 
Name: Dana Henderson
Title: General Counsel

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority:

DocuSigned by:
By: 
Name: Peter M. Rogoff
Title: Chief Executive Officer
Date: 8/24/2020

Authorized by Motion No: M2020-44

Approved as to form:

DocuSigned by:
By: 
Name: Stephen G. Sheehy
Title: Managing Legal Counsel

EXHIBITS

- Exhibit A: Designated Representatives
- Exhibit B: Designated Representatives – Description of Roles for PORT/NWSA or ST
- Exhibit C.1: Project Team – Sound Transit
- Exhibit C.2: Project Team – PORT/NWSA
- Exhibit D: Schedule Milestones
- Exhibit E: Overall Approach to Project Development and Delivery
- Exhibit F: ST3 Plan Representative Project Templates
- Exhibit G: WSBLE DEIS Alternatives

EXHIBIT A DESIGNATED REPRESENTATIVES

Sound Transit

Jason Hampton
HCT Project Manager
Central Puget Sound Regional Transit Authority
401 S Jackson St
Seattle, WA 98104
(206)903-7177
jason.hampton@soundtransit.org

Port/NWSA

Geraldine Poor
Regional Transportation Manager
Port of Seattle
PO Box 1209
Seattle, WA 98111
(206) 787-3778
poor.g@portseattle.org

EXHIBIT B

DESIGNATED REPRESENTATIVE – DESCRIPTION OF ROLE

In order to proactively work through planning and design issues, and facilitate expedited project delivery, key PORT/NWSA and Sound Transit staff will need to coordinate on a regular basis. Monthly coordination meetings between the Sound Transit Designated Representative and the PORT/NWSA Designated Representative as well as periodic coordination meetings with key technical staff at various agency departments are anticipated from the outset of project development.

Key responsibilities of the Designated Representative would include:

Serve as point of contact and coordinate involvement of other staff

- Serve as PORT/NWSA's and Sound Transit single points of contact facilitating coordination efforts with the various departments and elected bodies.
- Manage internal coordination efforts between various departments within their agency.
- Attend monthly management coordination meetings between PORT/NWSA and Sound Transit.
- Coordinate staff involvement in periodic technical coordination meetings with staff and consultants.
- Participate in monthly interagency meetings and coordinate involvement by other staff as necessary.
- Coordinate involvement in stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other issues.

Respond to requests for technical input and facilitate resolution of issues

- Respond to PORT/NWSA and consultant staff requests for technical input and facilitate resolution of issues as appropriate.
- Respond to Sound Transit and consultant staff requests for technical input related to Port properties, maritime and industrial interests, and environmental considerations.
- Respond to Sound Transit and consultant staff requests for technical input related to utility, roadway/traffic, drainage, structural/building, fire/life safety, construction staging, property acquisition/right-of-way vacation, maintenance, or similar design and permitting issues.
- Identify PORT/NWSA projects or proposals that have the potential to interfere with the expeditious design and construction of the Project, facilitate resolution of conflicts, and identify opportunities for coordinated delivery or joint development.

Coordinate agency review of technical work and resolve potential inconsistencies

- Coordinate Sound Transit review of technical work and resolve potential inconsistencies.
- Coordinate PORT/NWSA staff review of alternatives development and EIS related documents and resolve inconsistencies among review comments between departments.
- Coordinate PORT/NWSA staff review of design submittals for stations, guideway and associated facilities and resolve inconsistencies among review comments between departments.

Facilitate development of agreements

- Facilitate development of staff level agreements documenting Sound Transit or PORT/NWSA review of analysis/design approaches and proposed solutions.
- Facilitate administration of interagency agreements, including Sound Transit or PORT/NWSA budget process, and ongoing reporting and financial management.

EXHIBIT C.1

PROJECT TEAM – SOUND TRANSIT

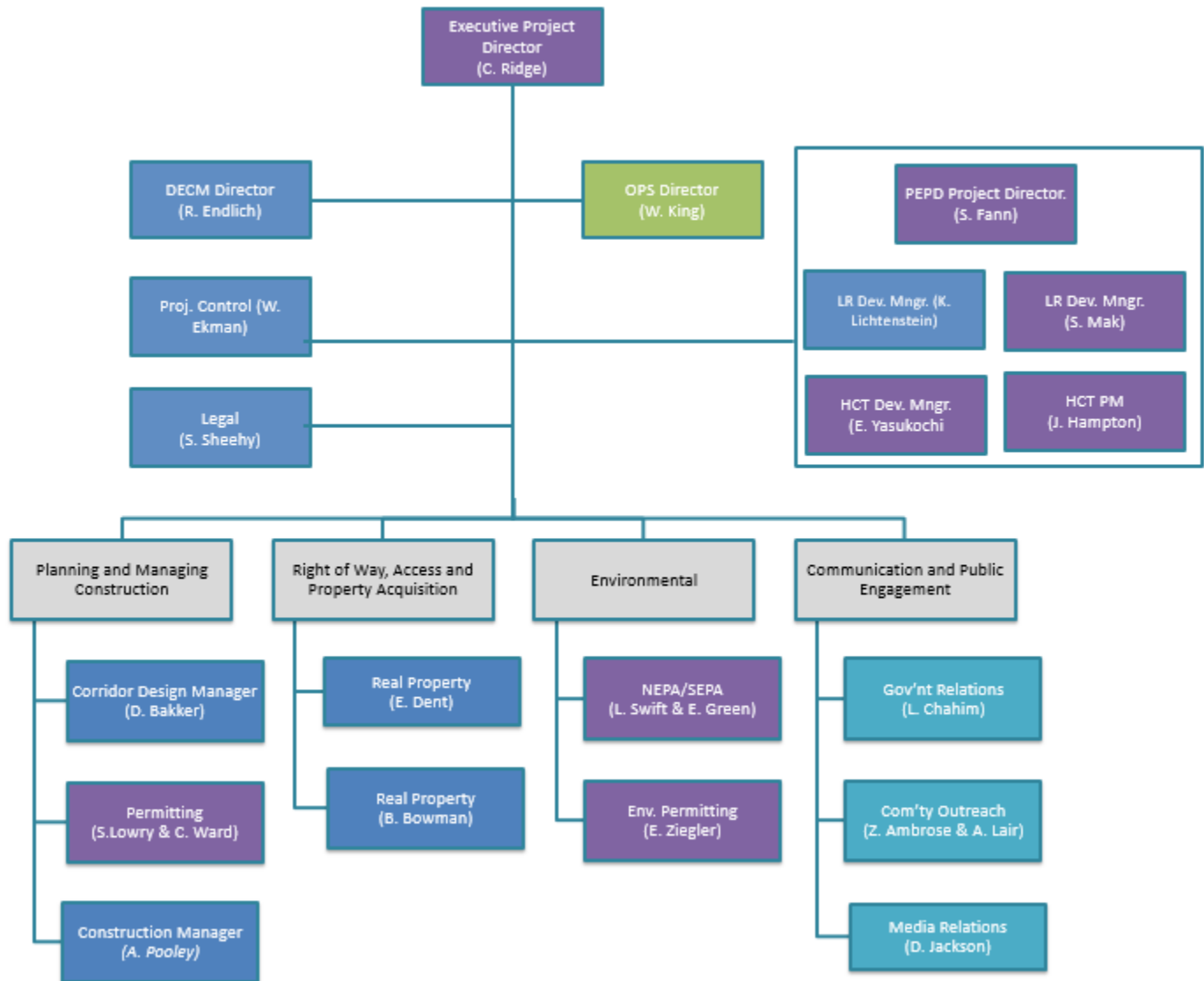


EXHIBIT C.2**PROJECT TEAM – PORT/NWSA**

**Port of Seattle / NW Seaport Alliance
Sound Transit 3: West Seattle & Ballard Extensions**

<u>POS Commission & NWSA Managing Members</u> Commissioner Stephanie Bowman, Elected Leadership Group (2018-19)		
<u>Executives:</u> Steve Metruck & John Wolfe		
<u>Senior Leaders, POS/NWSA</u> POS: Economic Development - Dave McFadden; Maritime - Stephanie Jones Stebbins; Sustainability - Elizabeth Leavitt; External Relations - Pearse Edwards; Legal - Marie Quasius; Executive Chief of Staff - Larry Ehl; Labor Relations - Dave Freiboth NWSA: Deputy CEO - Kurt Beckett, Operations - Dustin Stoker, Commercial & Strategy - Tong Zhu, Legal - Dana Henderson		
<u>Core Staff:</u> Nate Caminos - Government Relations Director, POS Geri Poor - Regional Transportation Manager, POS Deirdre Wilson - Senior Planning Manager, NWSA		
Planning: Gellings, Wilson/Wolf (NWSA) Environmental: Sloan, Bahnick, Dewell, Blomberg; Mateo; Seaman (NWSA) Community Engagement: Wolpa, R. Courtney, Shultz Design Engineering: Joanna Hingle Legal: Elizabeth Black/Environmental		
<p align="center">SOUTH</p> <u>Duwamish Crossing:</u> T-5, T-18, T-25 T-102, T-103, T-104 Staff: NWSA: Z Thomas, Reilly, Wilson/Wolf; Campagnaro, Maietta, Burk POS: Miller, Truhan, Panger	<p align="center">CENTRAL</p> <u>SoDo:</u> Freight Mobility <u>Downtown</u> Staff: POS: Gellings, Lise, Alhadeff NWSA: Z Thomas, Wilson/Wolf	<p align="center">NORTH</p> <u>Smith Cove/Interbay:</u> Tsubota, FT T-91 (Cruise/Industry/ Uplands) Staff: POS: Whittaker, K Goodwin; McLaughlin/Ellingson; Gellings, Miller, J Carlson, Ninburg; Lise, Alhadeff

Date: 20200515

EXHIBIT D SCHEDULE MILESTONES (Pre-Covid 19 schedule)

Schedule Objective	Target Date
Project Development Begins	Q4 2017
ST Board Identifies Preferred Alternative	2019
Project Delivery Method Selected	2021
Record of Decision & ST Board Selects Project to be Built	2022
Construction Begins	2025
Revenue Service to West Seattle	2030
Revenue Service to Ballard	2035

EXHIBIT E

OVERALL APPROACH TO PROJECT DEVELOPMENT AND DELIVERY

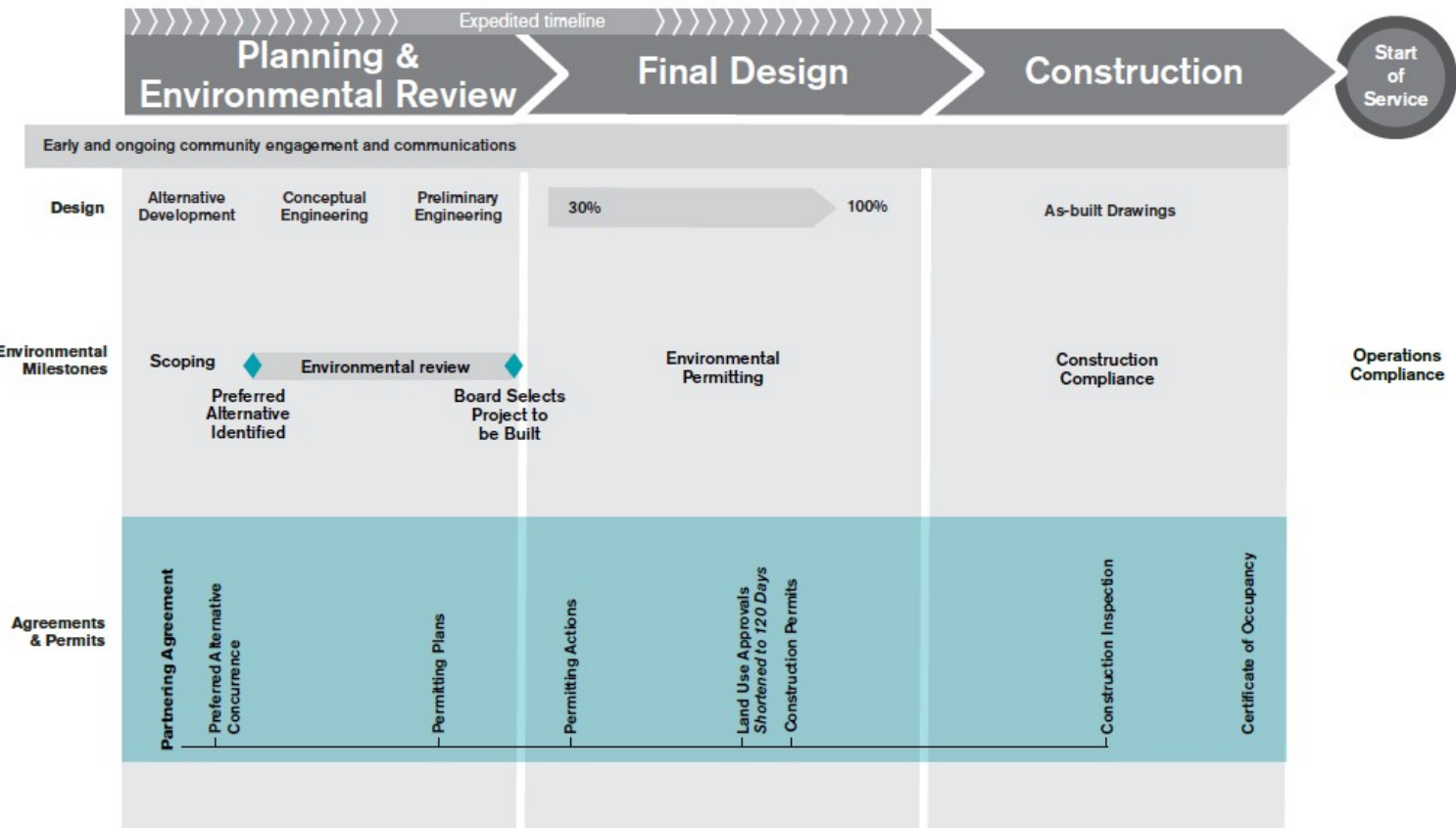


EXHIBIT F

ST3 PLAN REPRESENTATIVE PROJECT TEMPLATES

- West Seattle to Downtown Seattle Light Rail
- Ballard to Downtown Seattle Light Rail
- Downtown Seattle Light Rail Tunnel

West Seattle to Downtown Seattle Light Rail

Subarea	North King
Primary Mode	Light Rail
Facility Type	Corridor
Length	4.7 miles
Date Last Modified	July 1, 2016

SHORT PROJECT DESCRIPTION

This project would provide a light rail connection from Downtown Seattle to the vicinity of West Seattle's Alaska Junction neighborhood including an alignment primarily on elevated light rail, a new rail-only fixed span crossing of the Duwamish River, and five stations.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.

PROJECT AREA AND REPRESENTATIVE ALIGNMENT



KEY ATTRIBUTES

REGIONAL LIGHT RAIL SPINE Does this project help complete the light rail spine?	No
CAPITAL COST Cost in Millions of 2014 \$	\$1,431 — \$1,531
RIDERSHIP 2040 daily project riders	32,000 — 37,000
PROJECT ELEMENTS	<ul style="list-style-type: none"> □ Approximately 4.7 miles of light rail in combination of elevated and at-grade alignment □ One at-grade station: Stadium □ Four elevated stations: SODO, Delridge, Avalon, Alaska Junction □ Stations are approximately 400 feet long to accommodate 4-car trains □ High-level rail-only fixed span crossing of the Duwamish River □ Access to Forest Street Operations and Maintenance Facility (OMF) □ Peak headways: 6 minutes □ 1 percent for art per Sound Transit policy □ Non-motorized access facilities (bicycle/pedestrian), bus/rail integration facilities, transit-oriented development (TOD)/planning due diligence, and sustainability measures (see separate document titled "Common Project Elements")
NOT INCLUDED	<ul style="list-style-type: none"> □ Parking not included □ Light rail vehicles not included □ Operations and maintenance facility not included □ See separate documents titled "Common Project Elements," "Light Rail Operations and Maintenance Facilities," and "Light Rail Vehicles"
ISSUES & RISKS	<ul style="list-style-type: none"> □ Construction would have some effect on Central Link operations during off-peak conditions □ Project crosses Duwamish River in highly constrained and utilized corridor near Terminal 18 with potential soil contamination; assumed fixed span crossing requires over-water clearance of approximately 150 feet □ Topography in West Seattle presents design challenges □ Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents

West Seattle to Downtown Seattle Light Rail

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This representative light rail project would connect West Seattle to downtown Seattle via Alaska Street, Fauntleroy Way, Genesee Street, Delridge Avenue, Spokane Street, and the SODO Busway. The alignment would include five stations – one at-grade, and four elevated. The alignment would include new connection to existing Downtown Seattle Transit Tunnel south of International District/Chinatown Station, a new rail-only high-rise bridge structure over the Duwamish Waterway (with a vertical clearance of approximately 150 feet above the waterway), elevated alignment over SR99 and S. Spokane Street Viaduct, and an elevated alignment in West Seattle.

Assumptions:

- Generally within existing street right-of-way
- No additional parking assumed
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Alaska Junction, Avalon, Delridge, and SODO stations are categorized as Urban stations and the Stadium station is categorized as an Urban/CBD station
- Bus/rail integration facilities have been assumed at the Delridge and Alaska Junction stations
- Connection to Forest Street OMF is via aerial yard lead

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Potential property acquisitions anticipated at stations and intersections where protected turns are to be maintained
- The alignment would require property acquisition for the Forest Street yard lead, and traction power substations
- Sound Transit would work with partner agencies to utilize E-3 Busway right-of-way for light rail construction and operations
- Property acquisition for bus/rail integration facilities (Delridge and Alaska Junction Stations)

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- USCG Bridge Permit
- US Army Corps of Engineers Section 10
- FAA/Air Navigation Review
- All required local, state, and federal environmental permits
- NEPA/SEPA and related regulations

Project Dependencies:

The operations plan assumes that trains from West Seattle would continue north through the Downtown Seattle Transit Tunnel to Northgate and beyond. Purchase of additional light rail vehicles is required to operate service on this corridor. Construction of new operations and maintenance base capacity is required to accommodate the fleet required for this corridor.

West Seattle to Downtown Seattle Light Rail

Potential Project Partners:

- ☐ City of Seattle
- ☐ Port of Seattle
- ☐ Transit partner serving this project: King County Metro
- ☐ King County
- ☐ Coast Guard
- ☐ U.S. Army Corps of Engineers
- ☐ FTA
- ☐ WSDOT

West Seattle to Downtown Seattle Light Rail

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

ITEM	COST	COST WITH RESERVE
Agency Administration	\$76.05	\$81.38
Preliminary Engineering & Environmental Review	\$44.10	\$47.18
Final Design & Specifications	\$87.22	\$93.32
Property Acquisition & Permits	\$150.53	\$161.06
Construction	\$889.60	\$951.87
Construction Management	\$78.49	\$83.99
Third Parties	\$17.64	\$18.88
Vehicles	\$0.00	\$0.00
Contingency	\$87.22	\$93.32
Total	\$1,430.85	\$1,531.01

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

ITEM	COST	COST WITH RESERVE
TOD planning and due diligence	\$0.69	\$0.74
Sustainability	\$14.23	\$15.22
Parking access	N/A	N/A
Non-motorized (bicycle/pedestrian) access	\$23.07	\$24.68
Bus/rail integration facilities	\$5.50	\$5.89

West Seattle to Downtown Seattle Light Rail

Evaluation Measures:

MEASURE		MEASUREMENT/RATING	NOTES
	Regional Light Rail Spine Does project help complete regional light rail spine?	No	
	Ridership 2040 daily project riders	32,000 — 37,000	
	Capital Cost Cost in Millions of 2014 \$	\$1,431 — \$1,531	
	Annual O&M Cost Cost in Millions of 2014 \$	\$15	
	Travel Time In-vehicle travel time along the project (segment)	12 min	
	Reliability Quantitative/qualitative assessment of alignment/route in exclusive right-of-way	High	100% in exclusive right-of-way
	System Integration Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities	Medium-High	Low to medium number of existing daily transit connections and opportunities for integration with realigned bus service
	Ease of Non-motorized Access Qualitative assessment of issues and effects related to non-motorized modes	Medium-Low	Low to medium intersection density providing non-motorized access with open space, large parcels as barriers
	Percent of Non-motorized Mode of Access Percent of daily boardings	70-80%	
	Connections to PSRC-designated Regional Centers Number of PSRC-designated regional growth and manufacturing/industrial centers served	2 centers	Seattle CBD, Duwamish MIC
	Land Use and Development/TOD Potential Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations	Medium-Low	Moderate support in local and regional plans; approx. 15% land is compatibly zoned
	Qualitative assessment of real estate market support for development within 1 mile of potential corridor	Medium	Moderate market support
	Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas	Pop/acre: 2014: 6; 2040: 9 Emp/acre: 2014: 15; 2040: 17 Pop+Emp/acre: 2014: 21; 2040: 25	
	Socioeconomic Benefits Existing minority / low-income populations within 0.5 mile of potential station areas	28% Minority; 12% Low-Income	
	2014 and 2040 population within 0.5 mile of potential station areas	Pop: 2014: 13,400; 2040: 18,300	
	2014 and 2040 employment within 0.5 mile of potential station areas	Emp: 2014: 31,500; 2040: 35,200	

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

Ballard to Downtown Seattle Light Rail

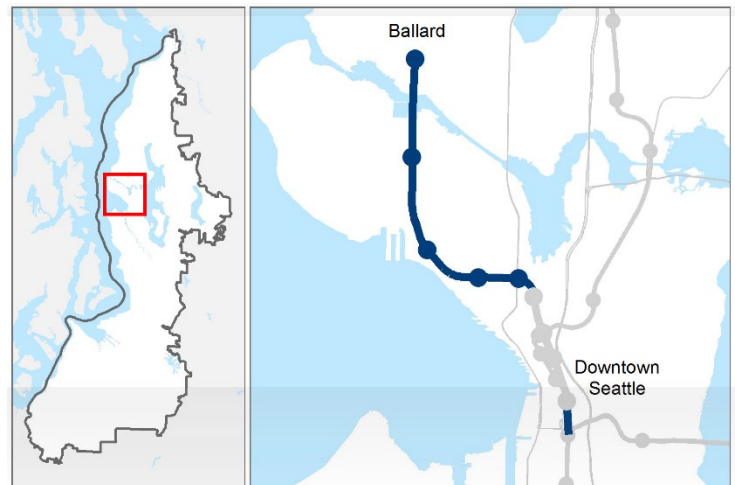
Subarea	North King
Primary Mode	Light Rail
Facility Type	Corridor
Length	5.4 miles
Date Last Modified	July 1, 2016

SHORT PROJECT DESCRIPTION

This project would build light rail from Downtown Seattle to Ballard's Market Street area. It would include elevated light rail on 15th Avenue NW and Elliott Avenue West and a rail-only movable bridge over Salmon Bay. It includes a tunnel through Uptown and South Lake Union. It would be constructed in conjunction with a new downtown Seattle light rail tunnel, which would extend from International District/Chinatown to Denny.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.

PROJECT AREA AND REPRESENTATIVE ALIGNMENT



KEY ATTRIBUTES

REGIONAL LIGHT RAIL SPINE Does this project help complete the light rail spine?	No
CAPITAL COST Cost in Millions of 2014 \$	\$2,383 — \$2,550
RIDERSHIP 2040 daily project riders	47,000 — 57,000
PROJECT ELEMENTS	<ul style="list-style-type: none"> □ Approximately 5.4 miles of light rail in combination of elevated and tunnel □ Three elevated stations: Ballard, Smith Cove, Interbay □ Two tunnel stations: Seattle Center, South Lake Union □ New rail-only movable bridge over Salmon Bay □ Budget for operations and maintenance facility □ Peak headways: 6 minutes □ 1 percent for art per Sound Transit policy □ Non-motorized access facilities (bicycle/pedestrian), transit-oriented development (TOD)/planning due diligence, bus/rail integration facilities, and sustainability measures (see separate document titled "Common Project Elements")
NOT INCLUDED	<ul style="list-style-type: none"> □ Parking not included □ Vehicles not included □ Operations & maintenance facility not included □ See separate document titled "Common Project Elements," "Light Rail Operations and Maintenance Facilities," and "Light Rail Vehicles" □ See separate document titled "Common Project Elements"
ISSUES & RISKS	<ul style="list-style-type: none"> □ Risk and complexity associated with alignment through Fisherman's Terminal/Salmon Bay and construction of a new movable bridge □ Displacing vehicle travel lanes for the alignment □ Risk and complexity associated with a tunnel through Uptown and South Lake Union

Ballard to Downtown Seattle Light Rail

KEY ATTRIBUTES

ISSUES & RISKS

- Reliability issues related to movable bridge over Salmon Bay
- Construction would require some impacts to Link operations, which could potentially be limited so they occur during off-peak conditions
- Constructing a new rail-only movable bridge over Salmon Bay
- Maintenance of traffic during construction on arterials
- Potential limitations to left turns along portions of the alignment
- US Coast Guard approval is needed for Salmon Bay crossing
- An alignment running west of the Ballard Bridge could require acquiring property from the Fisherman's Terminal and impact buildings, docks, vessels, and equipment associated with maritime businesses
- The alignment would need to vertically clear certain intersections, including 15th Avenue NW/NW Leary Way, 15th Avenue W/W Emerson Street, and Elliott Avenue W/W Mercer Place
- Potential conflicts with existing utilities
- Tunnel construction in mature urban environment, including potential of encountering elevator shafts, electrical grounding rods, geothermal wells
- Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents

Ballard to Downtown Seattle Light Rail

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This project would build light rail from downtown Seattle to Ballard's Market Street area. The representative alignment for this light rail project would be elevated along 15th Avenue NW starting at Market Street, crossing Salmon Bay on a rail-only new bridge near the Ballard Bridge. South of Salmon Bay, the alignment would continue in an elevated profile along 15th Avenue NW through the Interbay corridor and Elliott Avenue W, and then transition to a tunnel alignment through the Uptown and South Lake Union neighborhoods. This project would be constructed in conjunction with the Downtown Seattle Light Rail Tunnel project, which would continue the tunnel alignment through downtown to International District/Chinatown. This project also constructs the connection of the Downtown Seattle Light Rail Tunnel to the existing Central Link tracks at S Massachusetts Street. This project includes five stations –three elevated and two underground.

Assumptions:

- Alignment generally along existing arterials
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Ballard, Seattle Center and South Lake Union stations are categorized as Urban stations; the Interbay and Ballard stations are categorized as Urban stations with a Major Bicycle Intercept
- For bus/rail integration, facilities have been assumed at the Ballard and Smith Cove stations

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Generally located within existing city-owned street right-of-way
- The alignment would require displacing vehicle turn lanes in some locations, and would not expand ROW except at some intersections and stations
- Potential property acquisitions anticipated at stations and some intersections where protected turns are to be maintained
- Potential easements anticipated for tunnel alignments under privately-owned properties
- The alignment would require property acquisition for traction power substations

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- USCG Bridge Permit
- US Army Corps of Engineers Section 10
- FAA/Air Navigation Review
- All required local, state, and federal environmental permits; NEPA/SEPA and related regulations

Ballard to Downtown Seattle Light Rail

Project Dependencies:

This project would be constructed in conjunction with a new tunnel through downtown Seattle, extending from South Lake Union to the International District/Chinatown. This project also requires the connection of the existing Central Link line currently running through the Downtown Seattle Transit Tunnel to a line extension to West Seattle. The operations plan assumes that trains from Ballard would connect to the existing Central Link line at S Massachusetts Street and continue south to Rainier Valley and beyond. Purchase of additional light rail vehicles is required to operate service on this corridor. Construction of new operations and maintenance base capacity is required to accommodate the fleet required for this corridor.

Potential Project Partners:

- ☐ City of Seattle
- ☐ King County
- ☐ U.S. Army Corps of Engineers
- ☐ Transit partner serving this project: King County Metro
- ☐ U.S. Coast Guard
- ☐ FTA
- ☐ Port of Seattle

Ballard to Downtown Seattle Light Rail

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

ITEM	COST	COST WITH RESERVE
Agency Administration	\$126.70	\$135.56
Preliminary Engineering & Environmental Review	\$72.69	\$77.78
Final Design & Specifications	\$144.79	\$154.93
Property Acquisition & Permits	\$257.94	\$275.99
Construction	\$1,476.89	\$1,580.28
Construction Management	\$130.31	\$139.44
Third Parties	\$28.96	\$30.99
Vehicles	\$0.00	\$0.00
Contingency	\$144.79	\$154.93
Total	\$2,383.08	\$2,549.89

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

ITEM	COST	COST WITH RESERVE
TOD planning and due diligence	\$0.30	\$0.32
Sustainability	\$9.20	\$9.84
Parking access	N/A	N/A
Non-motorized (bicycle/pedestrian) access	\$24.17	\$25.86
Bus/rail integration facilities	\$5.50	\$5.89

Ballard to Downtown Seattle Light Rail

Evaluation Measures:

MEASURE	MEASUREMENT/RATING	NOTES
 Regional Light Rail Spine Does project help complete regional light rail spine?	No	
 Ridership 2040 daily project riders	47,000 — 57,000	
 Capital Cost Cost in Millions of 2014 \$	\$2,383 — \$2,550	
 Annual O&M Cost Cost in Millions of 2014 \$	\$18	
 Travel Time In-vehicle travel time along the project (segment)	11 min	
 Reliability Quantitative/qualitative assessment of alignment/route in exclusive right-of-way	Medium-High	100% in exclusive right-of-way; reliability could be affected by movable bridge over Salmon Bay
 System Integration Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities	Medium-High	Medium-low to medium-high number of existing transit connections and strong opportunities for integration with realigned bus service
 Ease of Non-motorized Access Qualitative assessment of issues and effects related to non-motorized modes	Medium	Low to medium intersection densities providing non-motorized access, with rail lines and steep hillsides as barriers
	Percent of Non-motorized Mode of Access Percent of daily boardings	70-80%
 Connections to PSRC-designated Regional Centers Number of PSRC-designated regional growth and manufacturing/industrial centers served	3 centers	Ballard-Interbay MIC, Uptown, South Lake Union
 Land Use and Development/TOD Potential Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations Qualitative assessment of real estate market support for development within 1 mile of potential corridor Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas	Medium	Moderate support in local and regional plans; approx. 30% land is compatibly zoned
	Medium-High Pop/acre: 2014: 19; 2040: 33 Emp/acre: 2014: 29; 2040: 46 Pop+Emp/acre: 2014: 48; 2040: 78	Strong market support
 Socioeconomic Benefits Existing minority / low-income populations within 0.5 mile of potential station areas 2014 and 2040 population within 0.5 mile of potential station areas 2014 and 2040 employment within 0.5 mile of potential station areas	24% Minority; 11% Low-Income Pop: 2014: 40,700; 2040: 69,700 Emp: 2014: 62,100; 2040: 97,800	

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

Downtown Seattle Light Rail Tunnel

Subarea	North King
Primary Mode	Light Rail
Facility Type	Corridor
Length	1.7 miles
Date Last Modified	July 1, 2016

SHORT PROJECT DESCRIPTION

This project would build a new light rail tunnel through Downtown Seattle between the International District and South Lake Union. It would be constructed as part of the Ballard to Downtown Seattle light rail project, which includes a tunnel through Uptown and South Lake Union.

Note: The elements included in this representative project will be refined during future phases of project development and are subject to change.

PROJECT AREA AND REPRESENTATIVE ALIGNMENT



KEY ATTRIBUTES

REGIONAL LIGHT RAIL SPINE Does this project help complete the light rail spine?	No
CAPITAL COST Cost in Millions of 2014 \$	\$1,638 — \$1,752
RIDERSHIP 2040 daily project riders	110,000 — 136,000
PROJECT ELEMENTS	<ul style="list-style-type: none"> □ Approximately 1.7 miles of light rail in tunnel □ Four tunnel stations: Denny, Westlake, Midtown, International District/Chinatown □ Peak headways: 6 minutes □ 1 percent for art per Sound Transit policy □ Non-motorized access facilities (bicycle/pedestrian), transit-oriented development (TOD)/planning due diligence, bus/rail integration facilities, and sustainability measures (see separate document titled "Common Project Elements")
NOT INCLUDED	<ul style="list-style-type: none"> □ Parking not included □ Vehicles not included □ Operations & maintenance facility not included □ See separate document titled "Common Project Elements," "Light Rail Operations and Maintenance Facilities," and "Light Rail Vehicles"
ISSUES & RISKS	<ul style="list-style-type: none"> □ Risk and complexity associated with a tunnel through Downtown Seattle □ Construction would require some impacts to Link operations, which could potentially be limited so they occur during off-peak conditions □ Potential conflicts with existing utilities □ Tunnel construction in mature urban environment, including potential of encountering elevator shafts, electrical grounding rods, geothermal wells □ Light rail currently operates in Seattle and specific station area standards are codified; light rail is included in the Comprehensive Plan and other planning documents

Downtown Seattle Light Rail Tunnel

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

Long Description:

This project would build light rail from South Lake Union to the International District. The representative alignment for this light rail project would be underground along Westlake Avenue at Denny to 6th Ave then 5th Ave until the International District. This project would be constructed in conjunction with the Ballard to Downtown Seattle Light Rail project that connects the north end of this project alignment to Ballard and the south end to a connection with Central Link at S Massachusetts Street. This project contains four underground stations.

Assumptions:

- Alignment generally along existing arterials
- Traction power substations are generally placed at 1-mile intervals, close to stations, if possible, with additional right-of-way acquisition included
- For non-motorized station access allowances, the Denny, Westlake, Midtown, and International District/Chinatown stations are categorized as Urban/CBD stations

Environmental:

Sound Transit will complete project-level state and federal environmental reviews as necessary; provide mitigation for significant impacts; obtain and meet the conditions of all required permits and approvals; and strive to exceed compliance and continually improve its environmental performance.

Utilities:

Utility relocation as needed to complete the project, including fiber optics, sewer, water, overhead electric/communications, etc.

Right-of-Way and Property Acquisition:

- Generally located within existing city-owned street right-of-way
- Potential property acquisitions anticipated at stations
- Potential easements anticipated for tunnel alignments under privately-owned properties

Potential Permits/Approvals Needed:

- Building permits: Electrical, Mechanical, Plumbing
- Utility connection permits
- Construction-related permits (clearing and grading, stormwater management, street use, haul routes, use of city right-of-way)
- Land use approvals (Conditional use, design review, site plans, Comprehensive Plan or development code consistency, Special Use Permits)
- All required local, state, and federal environmental permits; NEPA/SEPA and related regulations

Project Dependencies:

This project requires the connection of the existing Central Link line currently running through the Downtown Seattle Transit Tunnel to a line extension to West Seattle. The operations plan assumes that trains from Ballard would connect to the existing Central Link line at S Massachusetts Street and continue south to Rainier Valley and beyond.

Potential Project Partners:

- | | |
|--|--|
| <ul style="list-style-type: none"> □ City of Seattle □ King County | <ul style="list-style-type: none"> □ Transit partner serving this project: King County Metro □ FTA |
|--|--|

Downtown Seattle Light Rail Tunnel

Cost:

Sound Transit developed a conceptual scope of work for this project for the purpose of generating a representative range of costs, both capital and operating; and benefits, including ridership forecasts, TOD potential, multi-modal access and others. This information was developed to assist the Sound Transit Board as it developed the ST3 system plan, including phasing of investments and financial plan, for voter consideration. Final decisions on project elements (e.g., alignment, profile, station locations, and number of parking stalls) will be determined after completion of system planning, project level environmental review, and preliminary engineering during which additional opportunities for public participation will be provided. Therefore, this scope definition should not be construed as a commitment that all representative features will be included in the final developed project.

In Millions of 2014\$

ITEM	COST	COST WITH RESERVE
Agency Administration	\$86.50	\$92.56
Preliminary Engineering & Environmental Review	\$55.11	\$58.97
Final Design & Specifications	\$109.39	\$117.05
Property Acquisition & Permits	\$40.90	\$43.77
Construction	\$1,115.77	\$1,193.88
Construction Management	\$98.45	\$105.34
Third Parties	\$22.08	\$23.62
Vehicles	\$0.00	\$0.00
Contingency	\$109.39	\$117.05
Total	\$1,637.60	\$1,752.23

Design Basis:












Conceptual

The costs expressed above include allowances for TOD planning and due diligence, Sustainability, Bus/rail integration facilities, and Non-Motorized Access. These allowances, as well as the costs for Parking Access included above, are reflected in the following table. Property acquisition costs are not included in the table below, but are included within the total project cost above. For cost allowances that are not applicable for this project, "N/A" is indicated.

ITEM	COST	COST WITH RESERVE
TOD planning and due diligence	\$0.62	\$0.66
Sustainability	N/A	N/A
Parking access	N/A	N/A
Non-motorized (bicycle/pedestrian) access	\$21.97	\$23.51
Bus/rail integration facilities	N/A	N/A

Downtown Seattle Light Rail Tunnel

Evaluation Measures:

MEASURE		MEASUREMENT/RATING	NOTES
	Regional Light Rail Spine Does project help complete regional light rail spine?	No	
	Ridership 2040 daily project riders	110,000 — 136,000	Some of the riders shown will also use other corridors
	Capital Cost Cost in Millions of 2014 \$	\$1,638 — \$1,752	
	Annual O&M Cost Cost in Millions of 2014 \$	\$19	
	Travel Time In-vehicle travel time along the project (segment)	6 min	
	Reliability Quantitative/qualitative assessment of alignment/route in exclusive right-of-way	High	100% in exclusive right-of-way
	System Integration Qualitative assessment of issues and effects related to connections to existing local bus service and potential future integration opportunities	High	Medium-high to High number of existing transit connections and strong opportunities for integration with realigned bus service
	Ease of Non-motorized Access Qualitative assessment of issues and effects related to non-motorized modes	High	High intersection density with limited barriers to non-motorized access
	Percent of Non-motorized Mode of Access Percent of daily boardings	75-85%	
	Connections to PSRC-designated Regional Centers Number of PSRC-designated regional growth and manufacturing/industrial centers served	2 centers	South Lake Union, Seattle CBD
	Land Use and Development/TOD Potential Quantitative/qualitative assessment of adopted Plans & Policies and zoning compatible with transit-supportive development within 0.5 mile of potential stations	High	Strong support in local and regional plans; approx. 50% land is compatibly zoned
	Qualitative assessment of real estate market support for development within 1 mile of potential corridor	High	Very strong market support
	Density of activity units (population and employment for 2014 and 2040) within 0.5 mile of potential station areas	Pop/acre: 2014: 28; 2040: 78 Emp/acre: 2014: 132; 2040: 207 Pop+Emp/acre: 2014: 161; 2040: 285	
	Socioeconomic Benefits Existing minority / low-income populations within 0.5 mile of potential station areas	41% Minority; 24% Low-Income	
	2014 and 2040 population within 0.5 mile of potential station areas	Pop: 2014: 40,000; 2040: 110,600	
	2014 and 2040 employment within 0.5 mile of potential station areas	Emp: 2014: 188,700; 2040: 295,100	

For additional information on evaluation measures, see <http://soundtransit3.org/document-library>

EXHIBIT G
WSBLE DEIS ALTERNATIVE MAP

