

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, D.C. 20590**

FULL FUNDING GRANT AGREEMENT

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
CENTRAL LINK LIGHT RAIL "INITIAL SEGMENT" PROJECT
WA-03-0142-01**

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**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**FULL FUNDING GRANT AGREEMENT
(FTA FFGA-10, October 1, 2003)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Full Funding Grant Agreement, the Government (FTA) has Awarded Federal assistance in support of the Project described below. Upon Execution of this Full Funding Grant Agreement by the Grantee named below, the Grantee affirms this Award by the Government (FTA Award), and enters into this Full Funding Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Full Funding Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA (10), October 1, 2003; and
- (2) Any Award Notification setting forth special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD.

FTA AWARD

The Government (FTA) hereby awards a Full Funding Grant as follows:

Project Number: WA-03-0142-01

Grantee: Central Puget Sound Regional Transit Authority (Sound Transit)

Citation of Statutes Authorizing the Project: 49 U.S.C. §§ 5309(a)(1), 5309(e)(7)

Estimated Net Project Cost: \$2,436,900,000

Maximum FTA Amount Awarded [Including this amendment]: \$90,971,851

Amount of This FTA Award: \$0

Maximum Federal New Starts Financial Contribution: \$500,000,000

Maximum Percentages of FTA Participation: 20.5 Percent

ST(City) 0450

Maximum Percentages of New Starts Participation: 20.5 Percent

Dates of U.S. Department of Labor Certifications of Transit Employee Protective Arrangements:

<u>Original Project or Amendment Number</u>	<u>Certification Dates</u>
WA-03-0121-00	12/08/1998
WA-03-0121-01	5/31/2000
WA-03-0142-00	9/30/2002
WA-03-0142-01	3/24/2003

Revenue Operations Date: July 3, 2009

Project Description: Sound Transit (Central Puget Sound Regional Transit Authority) is proposing to implement a 13.9-mile double-track light rail system, called the Central Link Initial Segment, from Convention Place through downtown Seattle to South 154th Station. The system would use the existing 1.3-mile Downtown Seattle Transit Tunnel (DSTT), a new 1-mile long Beacon Hill tunnel and 0.1-mile new tunnel (the Pine Street stub tunnel) in the vicinity of the Convention Place station that will be used for crossover and turnback operations. The scope of work includes seven new stations, renovating four stations in the DSTT, a Maintenance and Operations Facility, and a park and ride lot at the southern terminus at South 154th Street. A fleet of approximately 31, low-floor, articulated 90 to 95-foot vehicles will be procured for the Initial Segment. For a more detailed description, see Attachments 1 and 2 to the Full Funding Grant Agreement.

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

FULL FUNDING GRANT AGREEMENT TERMS AND CONDITIONS

THIS FEDERAL TRANSIT ADMINISTRATION FULL FUNDING GRANT AGREEMENT (Agreement) is entered into by the Central Puget Sound Regional Transit Authority (Grantee) and the United States of America, acting through the United States Department of Transportation, Federal Transit Administration (FTA or Government).

WHEREAS, the Grantee has determined through its local planning process that construction of the Initial Segment of the Central Link Light Rail Project (hereafter, the "Project") will effectively and efficiently serve transportation needs of the Central Puget Sound area of Washington;

WHEREAS, the Grantee has developed a Financing Plan, as herein defined, using a combination of local, state, and Federal funds to finance the costs of the Project and, in accordance with its plan, has requested a Grant, as herein defined, of Federal financial assistance in the Project.

WHEREAS, the Government has previously provided \$90,971,851 in capital new starts funds for the development of the Project.

WHEREAS, the Government has determined to enter into this Agreement and to support final design and construction of the Project up to a Maximum Federal New Starts Financial Contribution of \$500,000,000 in capital new starts funds, subject to all the terms and conditions set forth in this Agreement.

WHEREAS, the Grantee has submitted its request for Federal assistance (the Application) and the Government has received and is relying upon the Grantee's assurances, certifications, and all other documents required as conditions precedent to a Grant of assistance by the Government for the Project; and, in its submissions, the Grantee has demonstrated justification for the Project, has demonstrated its financial, organizational, and technical capacity as is necessary to complete the Project within the maximum amount of Federal assistance set forth in this Agreement, and has demonstrated the capability to secure non-Federal funds as may be necessary for such completion.

WHEREAS, the Government has determined that the Project is based on the results of an alternatives analysis and preliminary engineering; is justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, and operating efficiencies; and is supported by an acceptable degree of local financial commitment, including evidence of stable and dependable financing sources to construct, maintain, and operate the Project.

ST(City) 0452

WHEREAS, the Government and the Grantee have agreed that their respective duties and responsibilities as related to the completion of the Project shall be determined by and under the terms and conditions of this Agreement and have agreed that this Agreement shall be recognized as the sole understanding between the Government and the Grantee in consideration of the mutual promises as set forth in this Agreement.

THEREFORE, in consideration of the above and the parties' mutual promises as set forth in this Federal Transit Administration Full Funding Grant Agreement, the Grantee and the Government agree to the specific terms, conditions and provisions set forth in this entire Agreement including, in particular, the specific terms of the following Sections and Attachments:

SECTION 1. DEFINITIONS

"Agreement" means this Federal Transit Administration Full Funding Grant Agreement (FFGA) and consists of all parts and documents listed in Section 20 of this Agreement, "Contents of Agreement," and will include all future addenda, substitutions, modifications and amendments as and when legally executed and effective. (This definition supersedes the definition of "Grant Agreement" set forth in Section 1.j of the Federal Transit Administration Master Agreement (Master Agreement), incorporated by reference and made part of this Agreement.)

"Application" means those documents and written submissions filed by or on behalf of the Grantee pursuant to its request for Federal financial assistance for support of the Project and relied upon by the Government as satisfaction of the legal and policy requirements of Grant award. The Application includes all explanatory, supporting, or supplementary documents related to the Project that the Government relied upon in its determination to obligate and award Federal funds for the Project. (This definition is intended to supplement the definition "Application" set forth in Section 1.a of the Master Agreement, incorporated by reference and made part of this Agreement.)

"Baseline Cost Estimate" means the Application document described in Section 13 of this Agreement and set forth in Attachment 3. The requirements of the Baseline Cost Estimate are set forth in FTA Circular 5200.1A, "Full Funding Grant Agreement Guidance." The Baseline Cost Estimate reflects the total anticipated cost of the Project as of the Date of this Agreement.

"Complete the Project" means to accomplish all of the scope and activities of the Project as described in Attachment 1, "Scope of the Project," and Attachment 2, "Project Description."

"Date of this Agreement" means the date the Government awards this Full Funding Grant Agreement.

"Estimated Net Project Cost" means the amount that is calculated by subtracting the cost that can reasonably be financed from the Grantee's revenue from the total anticipated cost of the Project as reflected in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost is set forth in Section 7 of this Agreement.

"Financing Plan" means the plan accepted by the Government as part of the Application process describing the Grantee's financial condition and capability to Complete the Project and to maintain and operate the Project together with its existing transit system. It includes all explanatory, supporting and supplementary documents, commitments, and agreements accepted or approved by the Government.

"Government" means the United States of America, acting through the Federal Transit Administration of the United States Department of Transportation.

"Grantee" means the Central Puget Sound Regional Transit Authority (Sound Transit).

"Grant(s)" means, in singular and plural forms, the obligation and award of Federal financial assistance by the Government pursuant to the laws codified at 49 U.S.C. Chapter 53.

"Local Share" means that portion of the Grantee's local financial commitment that is the Grantee's legally required share of the Net Project Cost.

"Master Agreement" means the standard terms and conditions applicable to recipients of Federal financial assistance from the Government. It is updated and published annually. It is incorporated by reference and made a part of this Agreement and identified in Federal Fiscal Year 2004 by FTA Form MA (10) (October 1, 2003).

"Maximum Federal New Starts Financial Contribution" means the limit of Federal capital new starts financial participation in the Project. (The amount of the "Maximum Federal New Starts Financial Contribution" is set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment," and is only a portion of the total Federal financial contribution for the Project.)

"Maximum FTA Amount Awarded" means the total amount of Federal funds from all sources administered by FTA and awarded for the Project, regardless of source, and available to the Grantee. (This amount is set forth in the first page of this Agreement.)

"Net Project Cost" means the cost of the Project that cannot reasonably be financed from the Grantee's revenues.

"Project" means the transit/transportation improvements the Grantee has promised to implement as a condition of its Full Funding Grant. A description of the Project is set forth in Attachment 1, "Scope of the Project." Activities to carry out the project scope are set forth in Attachment 2, "Project Description."

"Project Costs" means all costs eligible for Federal financial participation under the terms of this Agreement and consistent with the cost principles set forth in Section 9 of the Master Agreement, "Payments."

"Revenue Operations Date" means the date certain upon which the Grantee shall commence revenue operations of the Project as defined in Section 5 of this Agreement.

SECTION 2. PURPOSES OF AGREEMENT

Pursuant to 49 U.S.C. § 5309, the purposes of this Agreement are to:

- (a) provide Federal financial assistance to the Grantee, for purposes that are consistent with the laws codified at 49 U.S.C. Chapter 53 and implementing regulations, and other applicable laws and regulations;
- (b) describe the Project and set forth the mutual understandings, terms, conditions, rights and obligations of the parties related to implementing the Project, the future management and operation of the Project, and the manner in which Project real property and equipment will be used;
- (c) establish the Maximum Federal New Starts Financial Contribution for the Project, and the manner in which all future Federal funds for the Project, if any, will be awarded and released to the Grantee;
- (d) establish the Grantee's financial commitment to the Project including its obligation to fund the Local Share, its obligation to Complete the Project with a specified amount of Federal assistance, its obligation to achieve revenue operation of the Project by a specified date, its obligation to pay all costs necessary to Complete the Project that are in excess of the Estimated Net Project Cost, and its obligation to finance the future maintenance and operational costs of the Project; and
- (e) facilitate timely and efficient management of the Project.

SECTION 3. PREVIOUS FEDERAL DOCUMENTS AND GRANTS

(a) The Government's laws, policies and procedures require the completion of a project development process and environmental review prior to the Award and Execution of this Agreement. Prior Grants of Federal assistance awarded by the Government for this project development process are described in Attachment 5 to this Agreement. These Grants (and any other documents that are described in Attachment 5, including Letters of No Prejudice) are incorporated by reference and made part of this Agreement, except for the terms and conditions thereof specifically superseded by this Agreement. Further, in Executing this Agreement, the Grantee assures that the certifications and assurances

(made by the Grantee or on behalf of the Grantee or by a third party) upon which the Government relied in these prior actions were made to the Government in good faith and to the best of the Grantee's knowledge and belief, and that the Grantee has no present knowledge of facts or circumstances substantially affecting the continued validity of these certifications and assurances that the Grantee has not formally conveyed to the Government prior to the Government's Award of funding set forth in this Agreement.

(b) This Agreement does not discharge or rescind any of the terms, conditions, or obligations established under the documents set forth in Attachment 5 unless specifically stated otherwise herein. Further, the terms, conditions and obligations of this Agreement take precedence over the provisions of all prior agreements related to the Project between the Grantee and the Government and will be controlling for all actions related to the Project taken after the Date of this Agreement, unless specifically stated otherwise herein.

(c) No amendments will be sought or approved to increase the amount of funds in the prior Grants listed in Attachment 5 beyond the amounts described in this Agreement as available to the Project.

SECTION 4. OBLIGATION TO COMPLETE THE PROJECT

The Government has no obligation to provide any financial assistance for the Project beyond the Maximum Federal New Starts Financial Contribution. If the total Federal funding provided under Section 8 of this Agreement, "Limitations of Federal Funding Commitment," is insufficient to undertake revenue operation of the Project and the subsequent activities necessary to Complete the Project, the Grantee agrees to Complete the Project and accepts sole responsibility for the payment of any additional costs (overruns). The Grantee promises to secure and provide such additional resources as are necessary to pay these additional costs (overruns) and expeditiously Complete the Project without further financial assistance from the Federal capital new starts program. The Grantee further agrees to notify the Government when the total project cost is expected to exceed the funds available and identify the source of funds to cover any shortfall.

SECTION 5. REVENUE OPERATIONS DATE

(a) The Grantee agrees and promises to achieve revenue operations of the Project on or before July 3, 2009, the Revenue Operations Date, in accordance with the terms and conditions of this Agreement.

(b) The Revenue Operations Date is a significant term of this Agreement. The Grantee's failure to achieve the operational functions of the Project on or before the Revenue Operations Date will constitute a breach of this Agreement. Upon the Grantee's request, the Government may determine at its sole discretion to waive a breach or an anticipatory breach of this Agreement and to extend the Revenue Operations Date if there is an unavoidable delay in achieving the operational goals of the Project resulting from an

event or circumstance beyond the control of the Grantee, or if the Government determines that allowing the delay is in the best interest of the Government and the success of the Project. Requests by the Grantee for waiver of a breach or anticipatory breach of this Agreement and extension of the Revenue Operations Date for the reasons set forth herein shall be submitted promptly (with appropriate documentation) to the Government. In the exercise of its discretion to waive the breach and extend the Revenue Operations Date, the Government will take into consideration the actions and measures taken by the Grantee to ensure adherence to its promise to achieve the operational goals of the Project on or before the scheduled Revenue Operations Date.

(c) Delays in appropriations of funds from Congress shall not constitute a basis for extension of the Revenue Operations Date.

(d) The Government's consent to extend the Revenue Operations Date pursuant to Paragraph (b) of this Section 5 does not constitute a basis for additional Federal financial assistance beyond the Maximum Federal New Starts Financial Contribution.

SECTION 6. NET PROJECT COST

(a) This Grant is to assist in the payment of actual eligible costs within the scope of the Project under this Agreement, minus any amount that can reasonably be financed from revenues of the Grantee. If the funds awarded under this grant exceed the amount necessary to finance the Federal share, those excess funds are not available to the Grantee for payment of costs beyond the scope of this Project supported by this Grant.

(b) In accordance with 49 U.S.C. § 5309(h), a refund or reduction of the Grantee's Local Share of the Net Project Cost requires a refund to the Government of a proportional amount of the Federal financial assistance provided under this Agreement.

(c) The portion of the Net Project Cost that may be financed by the Government with capital new starts funds may not exceed the amount of the Maximum Federal New Starts Financial Contribution for this Project as stated in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."

SECTION 7. ESTIMATED NET PROJECT COST

(a) The Government's determination to provide financial assistance for the Project is based, in significant part, upon the Grantee's estimated costs as set forth in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost reported in Attachment 3 is \$2,436,900,000.

(b) The Estimated Net Project Cost financed with the Execution of this Agreement is limited by the amount of the Maximum FTA Amount Awarded. The amount of the Estimated Net Project Cost and the amount of the Maximum FTA Amount Awarded are

stated in the first page of this Agreement. The amount reimbursable by the Government is limited to the lesser of either the amount of the Maximum FTA Amount Awarded or the maximum percentage of FTA participation permitted by Federal law and regulations. Additional funds will not be provided until a Grant amendment awarding additional funds and amending this Full Funding Grant Agreement is executed.

SECTION 8. LIMITATIONS OF THE FEDERAL FUNDING COMMITMENT

(a) The sources of Federal financial assistance for the Project are set forth in the "Project Budget," Attachment 3A. These funds are in addition to all previous Federal financial commitments to the development of the Project as set forth in the schedule of "Prior Grants and Related Documents," Attachment 5 of this Agreement. The Government is not obligating and awarding any Federal capital new starts funds for the Project with the Award and Execution of this Agreement.

(b)(1) With its Award set forth in this Agreement, the Government acknowledges its intent to provide Federal capital new starts assistance for the Project in an amount that will not exceed \$500,000,000. The anticipated sources of Federal financial assistance in this amount are listed in Attachment 6 of this Agreement, "Schedule of Federal Funds for the Project." All Federal capital new starts funds obligated pursuant to this Paragraph will be subject to all the terms, conditions and obligations set forth in this Agreement. Accordingly it is expected that the award of additional funds will be processed through amendments to this Agreement.

(b)(2) The award by the Government of additional Federal capital new starts financial assistance to the Project under Paragraph (b)(1) of this Section 8 is subject to the following limitations:

- (A) the availability of appropriated funds, and
- (B) the Grantee's continued performance under the terms and conditions of this Agreement.

(c) The Maximum Federal New Starts Financial Contribution for this Project under the capital new starts category of funds is limited to \$500,000,000 which is the sum of the amounts set forth in Paragraphs (a) and (b)(1) of this Section.

SECTION 9. FEDERAL FUNDING - OTHER SOURCES

The Maximum Federal New Starts Financial Contribution specified in Section 8(c) of this Agreement does not include funds other than from the capital new starts program under 49 U.S.C. Chapter 53. Should such other Federal funds be provided for the Project in addition to the Federal capital new starts funds set forth in Attachment 6 of this Agreement, the limitation on the Federal funding commitment set forth in Section 8 of

this Agreement shall not apply to those funds. Accordingly, such additional funds shall be excluded from the calculation of Maximum Federal New Starts Financial Contribution. Funds awarded pursuant to this Section will be subject to all other terms, conditions and obligations set forth in the Agreement.

SECTION 10. LOCAL FINANCIAL COMMITMENT -- CAPITAL COSTS

(a) As a condition of the Government's Award of this Full Funding Grant, the Grantee has developed and adopted a Financing Plan for financing all Project Costs necessary to Complete the Project. In addition to the amount of Federal funds requested, the Financing Plan includes a statement identifying the State, local and private sources of funding and the amount of funds available for and committed to the Project from each source. This Financing Plan, as accepted by the Government, with the supporting documentation (including formal funding agreements and commitments) is hereby incorporated by reference and made part of this Agreement.

(b) The Grantee hereby commits and certifies that it will provide funds in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project Costs as necessary to Complete the Project.

(c) The Grantee hereby commits and certifies that the Local Share portion of its financing commitment will be provided from funding sources other than: Federal funds (except as may otherwise be authorized by Federal statute); receipts from the use of Project facilities or equipment (except as may otherwise be authorized by Federal statute); or revenues of the public transit system in which such facilities or equipment are used.

(d) Given the Estimated Net Project Cost, as set forth in Section 7 of this Agreement, the Grantee's financial commitment to the Net Project Cost is estimated to total \$1,936,900,000. This amount constitutes the Local Share needed to match the Maximum Federal New Starts Financial Contribution for the Project and Other Federal Sources. In the event that the actual Federal financial contribution for the Project is reduced or is increased or the funding percentage as set forth in this Agreement is changed, the portion of the Grantee's financial contribution for the Project that is identified as Local Share shall be adjusted accordingly.

(e) The Grantee agrees to notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the Project Costs necessary to Complete the Project as set forth in the Financing Plan. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (b) of this Section 10.

SECTION 11. AUTHORIZATION TO ADVANCE PROJECT WITHOUT PREJUDICE

The Grantee may incur costs or expend local funds for all phases of the Project as is reasonably necessary to advance the Project prior to an award of Federal funding assistance without prejudice to possible future Federal participation in or reimbursement of the Project Costs to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement. It is understood that the authority conferred on the Grantee to advance the Project without prejudice does not constitute a legal commitment by the Government to obligate and award Federal funds.

SECTION 12. LOCAL FINANCIAL COMMITMENT – OPERATING AND MAINTENANCE COSTS

(a) As a condition of the Government's Award of funding set forth in this Agreement, the Grantee has developed and adopted a Financing Plan to finance the future operation and maintenance of the Project that also takes into consideration the Grantee's continuing financial responsibilities to operate, maintain and reinvest in its existing transit system. This Financing Plan, as accepted by the Government, and the supporting documentation (including specific funding commitments) evidencing stable and dependable funding sources is an essential part of the Grantee's Application and is made part of this Agreement by incorporation of the Application.

(b) With the Execution of this Agreement, the Grantee assures that it has stable and dependable funding sources, sufficient in amount and in degree of commitment, to operate and maintain its entire mass transportation system at an adequate and efficient level of service, including the future operation and maintenance of the Project without additional Federal assistance beyond the amounts set forth in the Financing Plan. The foregoing assurance does not preclude the Grantee from altering service through contracts with private providers of mass transportation services.

(c) The Grantee will notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the maintenance and operating costs of the Project as set forth in the Financing Plan. In its notification, the Grantee will advise the Government of actions it has taken or plans to take to ensure adequate funding resources and will reaffirm to the Government its assurance as set forth in Paragraph (b) of this Section.

SECTION 13. BASELINE COST ESTIMATE

(a) In its Application, the Grantee submitted to the Government a Baseline Cost Estimate for the activities constituting the Project. The Baseline Cost Estimate is accepted by the Government and is Attachment 3 of this Agreement. The Baseline Cost Estimate is derived from cost estimates of the individual third party contracts and force account work

that, in sum, constitute the Project; it reflects appropriate escalation, contingency, and Project schedule dates.

(b) The Government intends to use the Baseline Cost Estimate to monitor the Grantee's compliance with certain terms and conditions of this Agreement. The Baseline Cost Estimate established in Attachment 3 serves as the measure of cost estimates for the Project as of the Date of this Agreement, and should not be amended or modified during the implementation of the Project.

(c) The Grantee will submit cost reports on the implementation of the Project as required by this Agreement and in a format consistent with the units set forth in the Baseline Cost Estimate so that the Government can, with reasonable diligence, reconcile the Grantee's reports with the Baseline Cost Estimate.

SECTION 14. BASELINE SCHEDULE

(a) In its Application, as approved, the Grantee submitted a Baseline Schedule for the Project that demonstrates how the Grantee intends to implement the Project and meet the Revenue Operation Date. This Baseline Schedule has been accepted by the Government and is Attachment 4 of this Agreement.

(b) The schedule for the Project may be modified from time to time at the discretion of the Grantee. However, the Baseline Schedule is not to be modified because it is to be used as a basis for comparing planned to actual project implementation. The Grantee will notify the Government when a Project schedule modification has the potential to change the Revenue Operations Date and describe the actions planned to recover the schedule. The Government's acquiescence in such notice will not be deemed approval by the Government of an extension of a Revenue Operations Date unless the Government expressly grants an extension in writing.

SECTION 15. PROJECT MANAGEMENT OVERSIGHT

The Project is a "Major Capital Project" as defined in FTA's Project Management Oversight regulations at 49 C.F.R. § 633.5. Accordingly, the Grantee agrees that all requirements and conditions set forth in the rule at 49 C.F.R. Part 633 apply to the Project activities. Noncompliance with any regulatory requirements shall constitute a breach of this Agreement, unless the Government formally waives the regulatory requirement.

SECTION 16. ENVIRONMENTAL PROTECTION

(a) As a condition precedent to this Agreement, the environmental impacts of the Project have been assessed as required by law. The results of that assessment and the adopted mitigation measures are described in the environmental documents identified in

Attachment 7 of this Agreement. These documents together with related agreements and supporting documentation are incorporated by reference and made part of this Agreement. To assist the Government in monitoring the implementation of the adopted mitigation measures, these measures are specifically described in Attachment 7 of this Agreement. It is understood and agreed that the description in Attachment 7 shall not supersede or in any way result in a circumvention of the requirements set forth in the Government's environmental record for the Project.

(b) Certain terms and conditions of this Agreement as related to the Grantee's responsibility to ensure protection of the environment are set forth in Section 25 of the Master Agreement, "Environmental Requirements." Under Subsection 25.1, "Mitigation of Adverse Environmental Effects," the Grantee is required, among other actions, to undertake all environmental mitigation measures that are identified in environmental documents prepared for the Project. Accordingly, the Grantee understands that it shall not withdraw or substantially change any of the adopted mitigation measures as described in the Government's environmental record for the Project without the express written approval of the Government.

(c) This Section is intended only to supplement the provisions set forth in Section 25 of the Master Agreement, "Environmental Requirements."

SECTION 17. LABOR PROTECTION

The Grantee will carry out the Project in conformance with the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and meet the requirements of 49 U.S.C. § 5333(b) and U.S. Department of Labor (USDOL) Guidelines at 29 C.F.R. Part 215. These terms and conditions are identified in the letters of certification from USDOL on the dates set forth on the first page of this Agreement. The Grantee will carry out the Project in compliance with the conditions stated in the USDOL certification letters. Those letters and any documents cited therein are incorporated by reference and made part of this Agreement.

SECTION 18. GOVERNMENT ACTIONS

(a) In all cases where the Government's review, approval or concurrence is required under the terms and conditions of this Agreement, the Government will provide its response within sixty (60) calendar days of receipt from the Grantee of all materials reasonably necessary for the formulation of the Government's response.

(b) If the Government determines that its position cannot be finalized within that sixty (60) day period, the Government will notify the Grantee, in writing, within thirty (30) days following receipt of the Grantee's submission that the Government's response will be delayed and advise the Grantee of the Government's anticipated time period for response.

(c) Whenever the Government's approval or concurrence is needed on any matter pertaining to or concerning this Agreement, the Government's approval or concurrence will not be unreasonably withheld.

SECTION 19. REMEDIES

(a) Substantial failure of the Grantee to Complete the Project in accordance with the Application and this Agreement will be a default of this Agreement. In the event of default, the Government will have all remedies at law and equity, including the right to specific performance without further Federal financial assistance, and the rights to termination or suspension as provided by Section 11 of the Master Agreement, "Right of the Federal Government to Terminate." The Grantee recognizes that in the event of default, the Government may demand all Federal funds provided to the Grantee for the Project be returned to the Government. Furthermore, a default of this Agreement will be a factor considered before a decision is made with respect to the approval of future Grants requested by the Grantee.

(b) Under the provisions of Section 15 of this Agreement, "Project Management Oversight," and under the terms and conditions of the Master Agreement, the Government will review performance by the Grantee to determine whether satisfactory progress is being made to Complete the Project. In the event that the Government determines that the Grantee is in breach of this Agreement, the Government may withhold its approvals of further funding and suspend drawdown of funds, under the provisions of Section 11 of the Master Agreement, "Right of the Federal Government to Terminate," until any necessary corrective action, which may be required by the Government, is accomplished. Any breach of this Agreement that is not corrected within a reasonable period of time will be a default of this Agreement. The Government in its discretion may permit the cost of such corrective action to be deemed a Project Cost, provided that such cost is an allowable cost under the requirements of Section 9.c of the Master Agreement, "Costs Reimbursed," and so long as it remains within the limits of the Maximum Federal New Starts Financial Contribution set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment."

(c) In the event of a breach of this Agreement by the Grantee and before the Government takes action contemplated by this Section, the Government will provide the Grantee with ninety (90) days written notice that the Government considers that such a breach has occurred and provide the Grantee a reasonable period of time to respond and to take necessary corrective action.

SECTION 20. CONTENTS OF AGREEMENT

This Full Funding Grant Agreement consists of the text of this Agreement, which includes the first pages setting forth significant characteristics of the Agreement (such as the maximum Federal funds obligated and awarded for expenditure on the Project and the funding ratio of Federal and local funds to be expended for the Project, and such other data), followed by the Terms and Conditions, and the Attachments to the Agreement. The Agreement also includes the following documents incorporated by reference and made part of this Agreement: the "Federal Transit Administration Master Agreement," FTA Form MA(10) (October 1, 2003), as may be revised from time to time, the Application, the Government's environmental record for the Project, related agreements, and prior Grant Agreements for the Project referenced in Attachment 5 of this Agreement. Should the Federal assistance award letter include special conditions for the Project, that letter is incorporated by reference and made part of this Agreement. Any inconsistency between the Application and the terms and conditions of this Full Funding Grant Agreement will be resolved according to the clear meaning of the provisions of this Agreement and Attachments hereto.

SECTION 21. SIMULTANEOUS CREATION OF AGREEMENT IN ELECTRONIC FORMAT

Simultaneous to the Award and Execution of this Agreement set forth in typewritten hard copy, the Agreement is being awarded and executed by electronic means through FTA's electronic award and management system. To the extent any discrepancy may arise between the typewritten version and the electronic version of this Agreement, the typewritten version will prevail. Should any special conditions or requirements for the Project be added separately in the electronic version, those conditions or requirements are incorporated by reference and made part of this Agreement.

SECTION 22. AMENDMENTS TO AGREEMENT

Amendments to any of the documents referenced in Section 20, "Contents of Agreement," will be made in accordance with the requirements and procedures set forth in FTA Circular 5010.1C, "FTA Project Management Guidelines" (October 1, 1998), as may be amended from time to time, and FTA Circular 5200.1A, "Full Funding Grant Agreement Guidance," as may be amended from time to time.

SECTION 23. ATTACHMENTS -- INCORPORATION

Each and every Attachment to this Agreement is incorporated by reference and made part of this Agreement.

SECTION 24. NOTICES

Notices required by this Agreement will be addressed as follows:

As to the Government:

Mr. R. F. Krochalis
Regional Administrator
Federal Transit Administration, Region X
915 Second Avenue, Suite 3142
Seattle, Washington 98174

As to the Grantee:

Ms. Joni Earl
Executive Director
Sound Transit
401 S. Jackson Street
Seattle, Washington 98104-2826

SECTION 25. APPLICABLE LAW

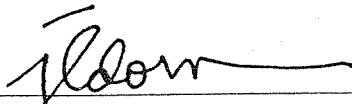
If neither Federal statute nor Federal common law governs the interpretation of the provisions of this Agreement, the state law of the State of Washington will apply. This provision is intended only to supplement Section 2.c of the Master Agreement, "Application of Federal, State, and Local Laws and Regulations."

SECTION 26. AWARD AND EXECUTION OF AGREEMENT

There are several identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an Award that should be executed by the Grantee within ninety (90) days of the date of the Government's Award (FTA Award). The Government may withdraw its Award of financial assistance and obligation of funds if this Agreement is not executed within the ninety (90) day period. Upon full Execution of this Agreement by the Grantee, the effective date will be the date the Government awarded funding under this Agreement as set forth below.

THE GOVERNMENT HEREBY AWARDS THIS FULL FUNDING GRANT THIS
24 DAY OF October, 2003.

Signature: _____


Jennifer L. Dorn
Administrator
Federal Transit Administration

EXECUTION BY GRANTEE

The Grantee, by executing this Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this Award; and agrees to all terms and conditions set forth in this Agreement.

THE GRANTEE HEREBY EXECUTES THIS FULL FUNDING GRANT THIS
24th DAY OF October, 2003

Signature: Joan M. Earl

Name (Print/Type): JOAN M. EARL

Title of Grantee Official: Chief Executive Officer

Name of Grantee Organization: Sound Transit

ATTESTED BY:

Signature: Marcia Walker

Name (Print Type): MARCIA WALKER

Title of Attesting Official: Board Administrator

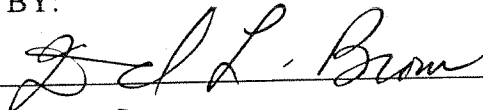
Name of Organization: Sound Transit

AFFIRMATION OF GRANTEE'S ATTORNEY

As the undersigned Attorney for the Grantee, I affirm to the Grantee that I have examined this Agreement and the proceedings taken by the Grantee relating to it. As a result of this examination I hereby affirm to the Grantee the Execution of the Agreement by the Grantee is duly authorized under state and local law. In addition, I find that in all respects the Execution of this Agreement is due and proper and in accordance with applicable State and local law. Further, in my opinion, this Agreement constitutes a legal and binding obligation of the Grantee in accordance with the terms of the Agreement. Finally, I affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the full implementation of the Project in accordance with the terms thereof. *SEE DISCLOSURE LETTER

DATED 30th DAY OF October, 2003

AFFIRMED BY:

Signature: 

Name (Print Type): DESMOND L. BROWN

Title of Official: GENERAL COUNSEL

Name of Organization: SOUND TRANSIT

ST(City) 0468

Attachment 1

Central Puget Sound Regional Transit Authority (Sound Transit) Initial Segment of the Central Link LRT Project

Scope of the Project

Sound Transit (Central Puget Sound Regional Transit Authority) is proposing to implement a 13.9-mile double-track light rail system, called the Central Link Initial Segment, from Convention Place through downtown Seattle to South 154th Station. The system would use the existing 1.3-mile Downtown Seattle Transit Tunnel (DSTT), a new 1-mile long Beacon Hill tunnel and 0.1-mile new tunnel (the Pine Street stub tunnel) in the vicinity of the Convention Place station that will be used for crossover and turnback operations.

The Initial Segment is located largely in exclusive right-of-way with a mix of at-grade, aerial, and subway guideway. The Initial Segment includes retrofitting the DSTT for joint rail/bus operations, ADA compliance, and Fire/Life Safety requirements.

The scope of work includes seven new stations, renovating four stations in the DSTT, a new cut and cover tunnel under Pine Street, a new deep bored tunnel under Beacon Hill, at-grade sections along the E-3 busway south of the DSTT and along the Rainier Valley and elevated sections near the Operations and Maintenance Facility, at the east and west portals of the Beacon Hill Tunnel and along the Tukwila Freeway route. The southern terminus at South 154th Street will include a park and ride lot.

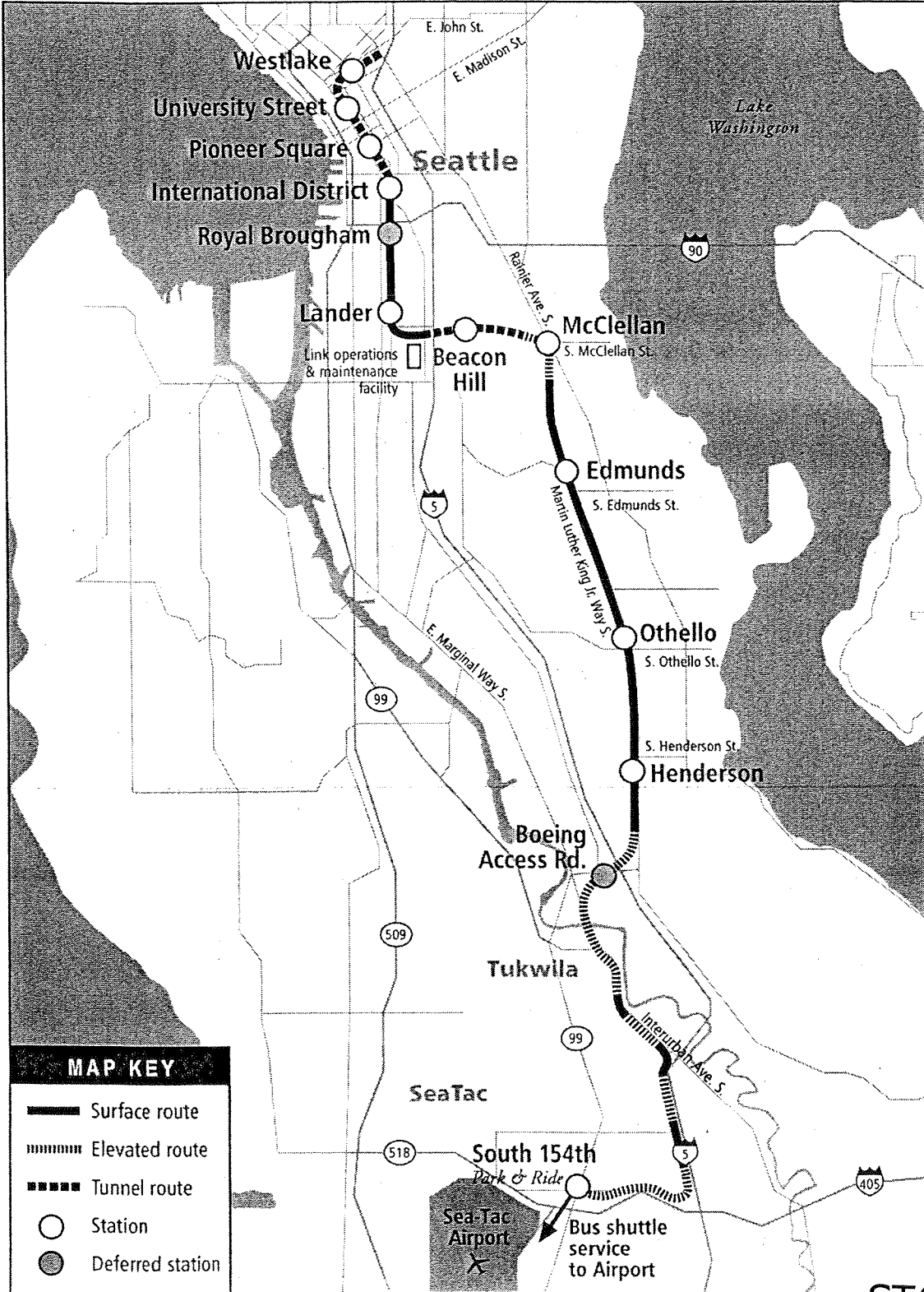
A fleet of approximately 31, low-floor, articulated 90 to 95-foot cars will be procured for the Initial Segment. All facilities will be designed to accommodate four-car trains. The project includes an Operations and Maintenance facility that is located on a 25-acre site adjacent to the aerial structure on South Forest Street between 6th Avenue South and Airport Way South.

The Revenue Operations Date for the project is July 3, 2009.

Attachment 1A

Central Puget Sound Regional Transit Authority (Sound Transit)
Initial Segment of the Central Link LRT Project

Project Map



Attachment 2

Central Puget Sound Regional Transit Authority (Sound Transit) Initial Segment of the Central Link LRT Project

Project Description

Narrative. Sound Transit (Central Puget Sound Regional Transit Authority) is proposing to implement a 13.9-mile double-track light rail system, called the Central Link Initial Segment, from Convention Place through downtown Seattle to South 154th Station. The system would use the existing 1.3-mile Downtown Seattle Transit Tunnel (DSTT). The system is forecast to have 42,500 average weekday boardings in 2020, including 16,000 new riders daily.

Project Description by Contract Unit

Contract Unit 01 - Preliminary Engineering

This unit includes contracted services for alternative analyses, conceptual engineering, and preliminary engineering.

Contract Unit 02 - Environmental Analysis

This unit includes contracted services for preparation of environmental studies and documentation as required by NEPA, SEPA, section 106 of the Historical Preservation Act, Endangered Species Act, Executive Order on Environmental Justice and others.

Contract Unit 03 - Final Design

This unit includes contracted services for final design and design support during construction.

Contract Unit 04 - Construction Management

This unit includes contracted services for construction management.

Contract Unit 05 - Civil Procurements

This unit includes selected procurement contracts for long-lead items and items that are standardized system wide, including signs at stations, traffic signs and signals, traffic controller software, girder rail, and tactile warning pavers along station platforms.

Contract Unit 06 - Downtown Seattle Transit Tunnel Construction

This unit includes the retrofitting of the existing Downtown Seattle Transit Tunnel (DSTT) for LRT operations, including modifications required to support joint bus and rail operations. Improvements under this contract unit extend from approximately 8th Avenue to Royal Brougham Way.

Contract Unit 07- Pine Street Tunnel

This unit includes construction of a cut-and-cover tunnel beneath Pine Street connecting to the existing DSTT and installation of a crossover and turn-back track in the new tunnel.

Contract Unit 08 - E-3 Busway / Forest Street

This unit includes construction of the at-grade and aerial LRT guideway between Royal Brougham Way and just east of South Airport Way, including guideway connections to the operations and maintenance facility, one completed station at Lander Street, and the foundation and basic platform for a future station at Royal Brougham Way. The scope includes widening of the E-3 Busway to allow installation of the light rail tracks on the east side of the busway.

Contract Unit 09 - Beacon Hill Tunnel

This unit includes construction of the Beacon Hill twin bore tunnel, including the Beacon Hill tunnel station and the aerial guideways at the tunnel portals. Improvements under this contract unit extend from South Airport Way to approximately 25th Avenue South.

Contract Unit 10 - McClellan Section

This unit includes construction of the aerial LRT guideway and one aerial station (McClellan Station) between the Beacon Hill tunnel portal at approximately 25th Avenue South and South Walden Street. The scope includes corridor urban design improvements including those along historic Cheasty Boulevard.

Contract Unit 11 - Martin Luther King Jr. (MLK) Way South

This unit includes construction of the at-grade LRT guideway along MLK Way South, from South Walden Street to South Boeing Access Road, including the Edmunds Station, Othello Station and Henderson Station. The scope includes the reconstruction of MLK Jr. Way South, including utility relocation and traffic signals that incorporate elements of the priority system (i.e. equipment and wiring) for LRT operations.

Contract Unit 12 - Tukwila Freeway Route, North Section

This unit includes the construction of the aerial LRT guideway from MLK Way South to approximately 1,000 feet north of the South 42nd Avenue underpass at SR-599. The alignment includes aerial crossings over the I-5 Freeway and the Duwamish River.

Contract Unit 13 - Tukwila Freeway Route, South Section

This unit includes construction of the LRT guideway from approximately 1,000 feet north of the South 42nd Avenue underpass of SR-599 to South 154th Street, including one aerial station and transit center at South 154th Street. The transit center contains off-street bus facilities, a surface park-ride lot and off-site intersection and sidewalk improvements.

Contract Unit 14 - Work By Others and Mitigation Items

This unit includes construction performed by third parties to provide for LRT facilities and other selected construction activities including removal and installation of bus shelters and relocation of utilities impacted by light rail construction. Further, the contract unit includes mitigation items such as storm water quality facilities, installation of sound insulation elements, mitigation at the historic Carosino farmstead, and mitigation of other environmental impacts. This contract unit also includes the cost of urban design improvements along Edmunds Street and Henderson Street in the Rainier Valley.

Contract Unit 15 - Operations and Maintenance Facility

This unit includes the construction of the administrative building and yard facilities that will accommodate operations and maintenance of the light rail system.

Contract Unit 16 - Maintenance Equipment, Shop

This unit includes the design and delivery of maintenance equipment to support operations and maintenance of vehicles, wayside equipment and structures.

Contract Unit 17 - Non-Revenue Vehicles

This unit includes vehicles required to maintain all aspects of the system.

Contract Unit 18 - Train Control

This unit includes the design and installation of (1) a full vital signal system for areas of exclusive right-of-way, such as tunnel and aerial sections; and (2) a non-vital system of train detection and signals coordinated with King County Metro for joint operations in the DSTT, traffic and pedestrian signals for paved track areas where operations are adjacent to and cross public rights-of-way at grade.

Contract Unit 19 - Communications System/SCADA and Operations Control Center/Tunnel Radio

This unit includes the design, furnishing, and installation of communications elements, the system-wide supervisory control and data acquisition (SCADA) system, operations control center and the radio communications distribution system for designated tunnels and underground facilities.

Contract Unit 20 - KCRS Interface and Portable Radios

This unit includes the furnishing and installation of King County Radio System interface equipment, mobile radios, portable radios, and radio base stations for the operations control center at the O&M facility and radios to be installed in light rail vehicles.

Contract Unit 21 - Traction Power System with Overhead Contact System

This unit includes the furnishing and installation of traction power substations and the overhead contact system.

Contract Unit 22 - Fare Collection

This unit includes the design, manufacture and installation of ticket vending machines and network control for passenger stations.

Contract Unit 23 - Operational Graphics

This unit includes operational signage and equipment other than that supplied under individual procurement and construction packages.

Contract Unit 24 - Management Information System

This unit includes the installation of an integrated Management Information System that provides information relating to maintenance and operations.

Contract Unit 25 - Testing and Start-Up

This unit includes the development and execution of the rail activation plan.

Contract Unit 26 - Permits / Miscellaneous / Other

This unit includes permit fees and allowances for other construction related items.

Contract Unit 27 - Unallocated Construction Contingency

This unit includes unallocated construction contingency that, if required, can be directed to augment allocated contingencies.

Contract Unit 28 - Light Rail Vehicles

This unit includes the design, manufacturing, delivery, and testing of approximately 31 light rail vehicles, including special tools and equipment, training, spare parts, and warranty support for startup of the Initial Segment.

Contract Unit 29 - Third Party Agreements

This unit includes costs associated with agreements between Sound Transit and third parties for design review services, construction assistance, and expedited permitting.

Contract Unit 30 - Right-of-Way

This unit includes property acquisition costs, including relocation and administrative costs for appraisal services and legal fees.

Contract Unit 31 - Before & After Study

This unit represents the "Before and After/Actual and Predicted Study" that will be prepared by Sound Transit in accordance with FTA requirements.

Contract Unit 32 - Link Direct Labor for Preliminary Engineering

This unit includes Link direct labor costs in support of preliminary engineering.

Contract Unit 33 - Pole Procurement

This unit represents the contract that has been awarded for procurement of utility poles along and in the vicinity of the E-3 Busway.

Contract Unit 34 - Site Preparation for Operations and Maintenance Facility

This unit represents the contract that has been awarded for the demolition of structures and remediation of contaminated soil on approximately ten parcels in the vicinity of the maintenance facility at South Forest Street and Airport Way South.

Contract Unit 35 - Administration and Operations

This unit includes agency and administrative costs, the owner controlled insurance program, and miscellaneous direct expenses.

Contract Unit 36 - Project Reserve

This unit represents the unallocated project reserve that, if required, can be directed to augment contingencies allocated for individual line items.

Contract Unit 37 - Financing Costs

This unit includes financing costs that represent the Initial Segment's pro-rated share of the agency's payments on long-term bonds issued to finance capital improvements.

Contract Unit 38 - Transit Art

This unit includes public art elements to be installed as part of the Initial Segment construction.

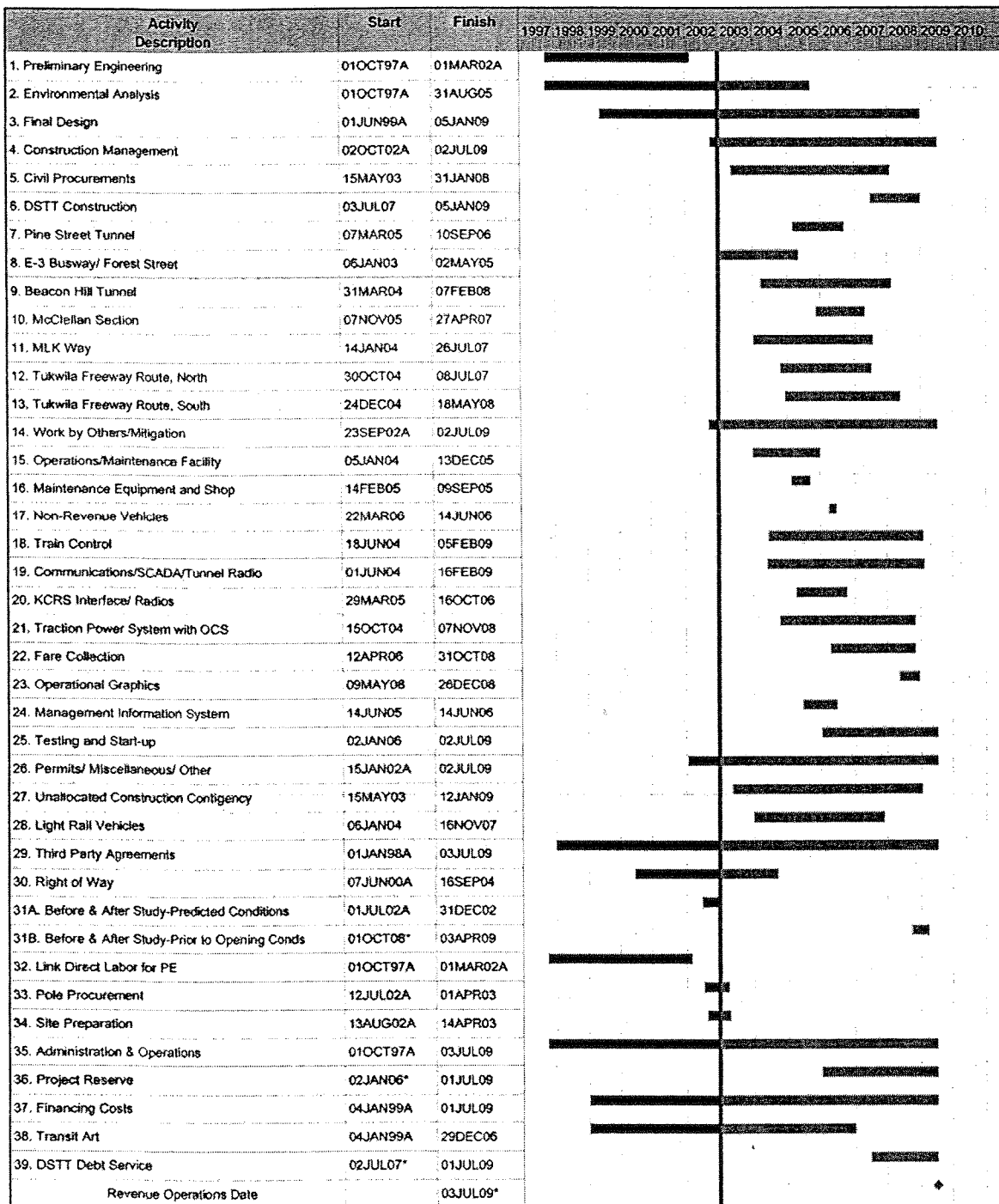
Contract Unit 39 - Downtown Seattle Transit Tunnel Debt Service

This contract unit represents Sound Transit contribution to debt service payments for the Downtown Seattle Transit Tunnel (DSTT) during the retrofitting of the tunnel.

Attachment 4

Central Puget Sound Regional Transit Authority (Sound Transit)
Initial Segment of the Central Link LRT Project

Baseline Schedule



Attachment 5
 Central Puget Sound Regional Transit Authority (Sound Transit)
 Initial Segment of the Central Link LRT Project

Prior Grants and Related Documents

I. Prior Grants

Project No.	Obligation Date	Federal Amount	Funding Source	Purpose
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None.

II. Related Documents

1. Approval to Enter Preliminary Engineering for Northgate to SeaTac Light Rail - August 7, 1997
2. Letter of No Prejudice for Northgate to SeaTac Light Rail Project Environmental/PE Work - November 19, 1997
3. Letter of No Prejudice for Protective Acquisition of Right of Way at SeaTac and Rainier Brewery - November 16, 1999
4. Record of Decision - January 5, 2000
5. Approval to Initiate Final Design from NE 47th Street in the University District to South Lander Maintenance Base Facility site in Seattle - February 15, 2000
6. Letter of No Prejudice for Right of Way from NE 47th Street in the University District to South Lander Maintenance Base Facility site in Seattle - February 25, 2000
7. Final Design authorized for remainder of LPA from Maintenance Base to S. 204th - July 19, 2000
8. Letter of No Prejudice for utility relocation, site clearing/staging from NE 47th Street in the University District to South Lander Maintenance Base Facility site in Seattle - July 19, 2000.
9. Letter of No Prejudice for right of way acquisition from South Lander Maintenance Base Facility site in Seattle to South 204th Street in City of SeaTac - July 21, 2000
10. New MOS and LPA formally adopted by Sound Transit Board - November 29, 2001
11. Amended Record of Decision - May 8, 2002
12. Approval to Initiate Final Design for New Elements of Central Link MOS (Initial Segment) - August 21, 2002
13. Letter of No Prejudice for E-3 Busway Widening, and SCL Pole Relocation and Utility Relocation and Associated Construction Management and Start of Pre-Construction Phase Services in Rainier Valley - September 24, 2002
14. Letter of No Prejudice for Building Demolition and Site Preparation-Maintenance Facility and Utility Pole Procurement - May 12, 2003

III. FFGA Grant History

Project No.	Obligation Date	Funding Source	Amount
WA-03-0121-00*	March 11, 1999	Section 5309	\$16,912,725
WA-03-0121-01	September 29, 2000	Section 5309	\$24,526,968
WA-03-0142	January 22, 2003	Section 5309	\$49,532,158

*Includes \$5,608,285 Non-Initial Segment costs

Attachment 6

Central Puget Sound Regional Transit Authority (Sound Transit)
Initial Segment of the Central Link LRT Project

Schedule of Federal Funds

Section 3030(a)(85) of the Transportation Equity Act for the 21st Century (TEA-21) authorizes FTA to award Federal capital New Starts funds to Sound Transit for final design and construction of a project in Seattle, Washington, which includes the Central Link Light Rail project. This Proposed Schedule of Federal Funds is for the Initial Segment of this Project. To date, FTA has executed \$90,971,851 in capital New Starts funds for the Project. In accordance with the Federal Transit Laws, U.S.C. Chapter 53, and FTA Circular 5200.1A, Full Funding Grant Agreements Guidance (December 5, 2002), by execution of this Agreement the Government is limiting its commitment to provide New Starts funding for the Project to those funds that have been or may be appropriated under TEA-21. The Government and the Grantee recognize, however, that the period of time necessary to complete the Project may extend beyond the expiration of TEA-21, as evidenced by Attachment 4 to this Agreement (Baseline Schedule).

Currently, the Government and the Grantee anticipate that the Federal capital new starts funds will be provided for the Project as follows:

Central Link Light Rail Initial Segment
Proposed Schedule of Federal Funds
(Based on Year of Appropriation)

FISCAL YEAR	Federal New Starts FFGA	LOCAL	TOTAL
FY 99 & Prior*	\$ 16,912,725	\$ 29,125,725	\$ 46,038,450
FY 00	\$ 24,526,968	\$ 19,549,742	\$ 44,076,710
FY 01	\$ 49,532,158	\$ 47,686,439	\$ 97,218,597
FY 02	\$ -	\$ 27,778,000	\$ 27,778,000
FY 03	\$ -	\$ 32,242,000	\$ 32,242,000
FY 04	\$ 75,000,000	\$ 272,118,165	\$ 347,118,165
FY 05	\$ 80,000,000	\$ 299,128,976	\$ 379,128,976
FY 06	\$ 80,000,000	\$ 344,378,976	\$ 424,378,976
FY 07	\$ 80,000,000	\$ 357,196,976	\$ 437,196,976
FY 08	\$ 70,000,000	\$ 331,149,354	\$ 401,149,354
FY 09	\$ 24,028,149	\$ 176,545,647	\$ 200,573,796
Total	\$ 500,000,000	\$ 1,936,900,000	\$ 2,436,900,000

*Includes \$5,608,285 Non-Initial Segment costs

Attachment 7

Central Puget Sound Regional Transit Authority (Sound Transit) Initial Segment of the Central Link LRT Project

Measures to Mitigate Environmental Impacts

A summary of Committed Mitigation for the entire Locally Preferred Alternative (LPA) is contained in Attachment E to the May 8, 2002 Amended Record of Decision (ROD) for the Initial Segment of the Central Link Light Rail Transit project (Central Link). The mitigation measures required under this Full Funding Grant Agreement (FFGA) shall consist of all such mitigation measures as contained in Attachment E to the ROD that are: (1) common to all segments of the LPA; and (2) applicable to that portion of the LPA that includes that part of Central Link designated as the Initial Segment. Those applicable sections or segments of Attachment E to the ROD are hereby incorporated herein by reference and made a part of this FFGA and Attachment 7. The mitigation measures include a mitigation implementation and tracking plan to be approved by the Federal Transit Administration.

The following is a list of environmental documents formally issued for the project:

- Central Link Light Rail Transit Project Environmental Scoping Information Report, November 1997
- Central Link Light Rail Transit Project Environmental Scoping Summary Report, March 1998
- Central Link Light Rail Transit Project Draft Environmental Impact Statement (DEIS) and Supporting Technical Back-up Reports, December 1998
- Sound Transit Board Motion M99-14, adopted February 25, 1999 identifying the locally preferred alternative for alignment, station locations, and location of a vehicle maintenance facility for the Central Link Light Rail line
- Central Link Light Rail Project N.E. 45th Station, Capitol Hill Station and North Duwamish Maintenance Base Alternatives Draft Environmental Assessment, August 1999
- Central Link Light Rail Transit Project Final Environmental Impact Statement and Supporting Technical Back-up Reports, November 1999
- Sound Transit Board Resolution R99-34, adopted November 18, 1999, selecting the alignment and profiles, station locations and vehicle maintenance base to be built for the Central Link Light Rail Project
- Programmatic Agreement among the Federal Transit Administration, Washington State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Development of the Central Link Light Rail Transit Project in the State of Washington, December 1999
- Record of Decision, issued by the Federal Transit Administration, January 2000
- Tukwila Freeway Route Draft Supplemental EIS issued October 20, 2000
- Sound Transit Board Motion M2001-02 identified the Tukwila Freeway Route as the preferred alternative for purposes of completing the supplemental Final EIS, February 8, 2001

- Sound Transit Board Motion M2001-103 identified preferred Initial Segment to constitute a revised Minimum Operable Segment for federal funding purposes September 27, 2001
- Sound Transit Board Motion M2001-104 authorized study of alternatives to the adopted project for segments from downtown Seattle to Northgate September 27, 2001
- Tukwila Freeway Route Final Supplemental EIS issued November 16, 2001
- Sound Transit Board Resolution R2001-16, adopted November 29, 2001, selecting the initial segment of Central Link project to be constructed and operated by 2009.
- Initial Segment Environmental Assessment issued February 5, 2002
- Programmatic Agreement Amendment among the Federal Transit Administration, Washington State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding the Ray-Carrosino Farm in Tukwila, February 20, 2002
- Amended Record of Decision, issued by the Federal Transit Administration, May 8, 2002.

Attachment 8

Central Puget Sound Regional Transit Authority (Sound Transit) Initial Segment of the Central Link LRT Project

Commitment to Carry Out a "Before and After" Study

Sound Transit will assemble information and conduct analysis to identify the actual performance of the Project in terms of its cost and impacts, evaluate the reliability of technical methods used during the planning and development of the Project, and identify potentially useful improvements to those methods. Specifically:

1. Required Information

Sound Transit will assemble information on five characteristics of the Project and its associated transit services: a) *project scope*: the physical components of the Project, including environmental mitigation; b) *service levels*: the operating characteristics of the guideway, and other bus services in the corridor; c) *capital costs*: total costs of construction, vehicles, final design, construction management, testing, and other capital expenses; d) *operation and maintenance costs*: total operating/maintenance costs of the Project and the corridor transit system; and e) *ridership patterns*: incremental ridership, origin/destination patterns of transit riders on the Project and in the corridor, and farebox revenues for the corridor transit system.

2. Milestones

Sound Transit will assemble those data items that are available at three key milestones in the development and operation of the Project: a) *predictions*: the predictions developed for the five characteristics of the Project at the conclusion of preliminary engineering/final design; b) *prior conditions*: transit service levels, operating/maintenance costs, and ridership/farebox-revenues immediately prior to any significant changes in transit service levels caused by either the construction or opening of the Project; and c) *after conditions*: the actual outcomes for the five characteristics of the Project two years after the opening of the Project to revenue service and associated adjustments to other transit service in the corridor.

3. Plan for Data Assembly and Analysis

Sound Transit will assemble the data and perform the analyses in accordance with the Plan developed by the Grantee and approved by FTA for the Project. The Grantee will maintain communication with FTA and its contractors on progress in implementing the Plan and provide opportunities for early review and comment on draft products. The Grantee will complete the data assembly and analysis on the schedule established in the Plan.

Attachment 9

Central Puget Sound Regional Transit Authority (Sound Transit)
Initial Segment of the Central Link LRT Project

Special Conditions

- 1.) The Grantee is obligated to meet all of the commitments set forth in Resolution No. R2003-20, passed by Sound Transit's Board of Directors on October 23, 2003, including those regarding subarea equity; these same commitments are set forth in the October 2, 2003 letter to the Federal Transit Administrator from the Chairman and Vice-chairman of the Board and the Chairman and Vice-chairman of the Board's Finance Committee.
- 2.) The Grantee agrees that it will not seek or accept an amount of Section 5309 New Starts funds higher than \$500 million, nor will Sound Transit seek or accept an amount of Section 5309 New Starts funds that exceeds 20.5 percent of the total project cost.
- 3.) After October 1, 2004, no Federal Section 5309 New Starts funds will be awarded for the Project unless and until the Secretary of Transportation certifies to the Congress that Sound Transit has purchased all of the properties on the critical path right-of-way for the Tukwila freeway section.