

MEMORANDUM OF AGREEMENT GCC 1373
BETWEEN
THE CITY OF SEATTLE
AND
WASHINGTON STATE FERRIES FOR

**PRIMARY METERED SERVICE CONNECTIONS AND CONSTRUCTION OF SYSTEM IMPROVEMENTS
ASSOCIATED WITH PIER 48, AND THE SEATTLE TERMINAL ELECTRIFICATION PROJECT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) **DATED (upon execution)**, 2026 is made by and between the City of Seattle (“City”), a municipal corporation of the State of Washington, by and through its City Light department (“City Light” or “SCL”) and the Washington State Ferries (“WSF”), a division of Washington State Department of Transportation (“WSDOT”), a municipal corporation of the State of Washington, and hereinafter referred to collectively as “Parties” or individually as “Party.”

RECITALS

1. The Primary Metered Service Connections and Construction of System Improvements Associated with Pier 48 and the Seattle Terminal (Colman Dock, Pier 52) Electrification Project (hereinafter, the “Project”) is part of WSF’s long-term planning goals to rebuild and modernize the aging fleet. WSF will convert six (6) ferries from diesel to hybrid-electric and build sixteen (16) new hybrid-electric ferries over a 20-year period. In parallel with WSF vessel procurements, WSF will add shore charging at sixteen (16) terminals. The Seattle Terminal on Elliott Bay located at 801 Alaskan Way, Seattle WA 98104 (hereinafter the “Seattle Terminal”) is expected to be the first WSF terminal that will add shore charging as part of this program.
2. The purpose of the Project is to deliver a peak combined load of thirty (30) megawatts (MW) of power to new vessel charging system (VCS) equipment at Slips 1 and 3 of the Seattle Terminal. Two new VCS structures will charge hybrid electric vessels serving WSF’s Seattle-Bainbridge and Seattle-Bremerton ferry routes.
3. The Project will also help establish electrification of medium- and heavy-duty commercial fleets and maritime vessels and facilities, grid modernization, integrated planning, strategic technologies, and clean energy objectives as described in Seattle City Light’s Transportation Electrification Strategic Investment Plan and 2022-2026 Strategic Plan.
4. WSDOT is the SEPA Lead Agency for the Project and is responsible for all environmental permits for the Project.

NOW, THEREFORE, pursuant to the above recitals and in consideration of the terms, conditions, performances, and duties described herein, Parties through this Agreement, it is hereby agreed as follows:

AGREEMENT

1. General.

1.1. Definitions.

1.1.1. “Betterment” means any improvement to City Light infrastructure that has been requested or agreed to by City Light that WSDOT is not required to execute or is attributable to the Project and is made solely for the benefit of and at the election of City Light. Work that is mandated by the City

Standards, including without limitation the "City of Seattle Standard Specifications for Road, Bridge and Municipal Construction" and/or the "City of Seattle Standard Plans for Municipal Construction;" Work that is mandated by City building, electrical, plumbing and land use code requirements; Work required by permit conditions or existing City ordinance; and/or Work required as part of the environmental mitigation of the Project shall not be construed as Betterment. Work on any City Light infrastructure that is caused by or attributable to the work of WSF's contractor or any other third party shall not constitute Betterment. See also **Section 2.2.**

1.1.2. "Business Days" means Monday through Friday, inclusive, except for official City of Seattle and State holidays.

1.1.3. "City Standards" means all City of Seattle laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, as they may be amended, including but not limited to the following, except as otherwise provided in this Agreement:

- The Seattle Municipal Code;
- The City of Seattle Standard Specifications for Road, Bridge and Municipal Construction;
- The City of Seattle Standard Plans for Municipal Construction;
- SDOT, SCL, SDCL, and Seattle Public Utilities Director's Rules, including the City of Seattle Right of Way Improvements Manual, and any revisions to the Manual;
- SCL Material Standards; and
- SCL Construction Standards.

- SCL RESC – Requirements for Electric Service Connection

1.1.4. "Environmental Law(s)" means any environmentally-related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

1.1.5. "Internal Use Only" means a designation placed on certain City Light documents which if released for public information could compromise the security of the power system.

1.1.6. "Joint" refers to an arrangement by City Light and WSF for multiple segments of work as described in Section 1.4 Scope of Agreement and Exhibit 3 where both Parties share responsibilities.

1.1.7. "Project" means the Primary Metered Service Connections and Construction of System Improvements Associated with Pier 48 and the Seattle Terminal Electrification Project, as generally

described in Section 1.3, and the scope for which is set forth in Section 1.4, Section 1.10, and Exhibit 3.

1.1.8. “SDCI” means the City of Seattle Department of Construction and Inspections.

1.1.9. “SDOT” means the City of Seattle Department of Transportation.

1.1.10. “Service Agreement” means Seattle City Light’s Standard General Service Application and Contract.

1.1.11. “Submarine Cable” means the underwater power cable between Pier 48 Uplands and Colman Dock.

1.1.12. “Work” means the construction and inspection work that is necessary to complete the Project. Work will be performed in accordance with this Agreement.

1.2. Term of Agreement.

The term of this Agreement shall be for a period of five (5) years from the date of execution and may be renewed upon mutual agreement in writing, signed by authorized representatives of both Parties, unless this Agreement is terminated earlier pursuant to Section 4.

1.3. Project Overview.

The Project is located in Elliott Bay on the Seattle waterfront. WSF is proposing to provide 2 vessel charging systems to serve hybrid electric ferries at the Seattle Terminal. The Project will involve the installation of a medium voltage power system with a submarine cable to connect the Colman Dock facility to new electrical service at Pier 48. The new electrical service will connect to the City Light electrical power grid. Project components include:

1. Installing upland electric cables, ductbanks, and switchgear infrastructure, and vaults to connect a single submarine cable to an existing City Light electrical power vault at Pier 48, subject to City Light review and approval.
2. Installing upland electrical cables, ductbanks, and vault to an existing City Light ductbank on Terminal 46 south of South Jackson Street and continuing to Pier 48. This new infrastructure will connect to a second submarine cable at Pier 48, subject to City Light review and approval.
3. Minor upland grading to install the submarine cable and electric utility infrastructure at Pier 48.
4. Installing two approximately 1,900-foot-long, 26.4 kilovolt (kV) rated submarine cables from the south end of Pier 48 to the southwest corner of Colman Dock, subject to City Light review and approval.
5. Installing protective submarine cable features including a rigid conduit at the Pier 48 connection and articulated mats. The portion of the submarine cable near the Pier 48 bulkhead will be installed in horizontal directionally drilled conduits, subject to City Light review and approval.
6. Installing electric utility infrastructure including meters, points of connection, transformers, and switchgear infrastructure on Colman Dock, subject to City Light review and approval.
7. Completing the construction of the southwest corner of Colman Dock to support the new electrical equipment and installing a protective structure around the equipment, subject to City Light review and approval.
8. Routing the cable under Pier 52 to two (2) new VCS equipment at Slips 1 and 3.
9. Installing two (2) VCSs on overwater platforms at Slips 1 and 3, and installing new overwater

maintenance access walkways to access the VCS equipment and new in-water dolphins to protect the VCS equipment.

1.4. Scope of this Agreement.

Exhibit 3 sets forth scope and cost responsibilities between WSF and City Light by nodes and segments of Work. This Agreement sets forth the roles and responsibilities of WSF and City Light with respect to the Project's design, permitting, environmental review, tribal agreements, construction, testing and commissioning, operations, maintenance, and lifecycle replacement of civil and electrical infrastructure for this Project. City Light is responsible for specific tasks identified as City Light's responsibility in Section 1.9, Section 1.10 and Exhibit 3. Other than work specifically identified to be performed by City Light in this Agreement, WSF is responsible for the remaining Portions of the Project as described in Section 1.9, Section 1.10 and Exhibit 3 of this Agreement.

This MOA applies to the City only in its capacity as a partner of the Project and does not apply to the City in his regulatory capacity, nor does it apply to SDOT or SDCI.

1.5. Scope Exceptions.

Section 1.4, Section 1.9, Section 1.10 and Exhibit 3 set forth the scope and responsibilities of the Work. Any task or responsibility not listed in Section 1.4, Section 1.9, Section 1.10, or Exhibit 3 is outside of the scope of this Agreement.

1.6. Budgeted Scope of Work.

Estimated costs for scopes of Work are defined in Exhibit 1.

1.7. Time of Completion and Schedule.

The Work will be performed in accordance with the anticipated schedule in **Exhibit 2**.

1.8. Project Managers

Administration of this agreement shall be provided by the designated Project Managers for each of the Parties as follows below, which may be updated by notice pursuant to **Section 6.9 Change in Contact Person**.

City Light Project Manager	WSF Project Manager
Lizzy Kay Senior Project Manager Seattle City Light	Tammy Binschus Project Manager Washington State Ferries
700 Fifth Avenue, Suite 3600 Seattle, Washington 98104-5031 Phone: (206) 713-7915	2901 3 rd Avenue Seattle, WA 98121 Phone: (206) 867-3106

The City Light Project Manager is designated by City Light to act as the City's coordinator and primary representative in matters arising during design and construction as set forth in this Agreement. WSF Project Manager is designated by WSF to act as WSF's coordinator and primary representative in matters arising during design and construction as set forth in this Agreement.

1.9. General Responsibilities of the Parties.

1.9.1. The Project Managers identified in **Section 1.8 Project Managers** shall coordinate with each other as needed with respect to communications with external entities including local, state, and federal agencies, community organizations, industry, media, and other external audiences.

1.9.2. The Parties agree to proactively coordinate communication activities involving external audiences. 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.

1.9.3. The Parties shall manage risk and conduct construction in a manner that maximizes cumulative public benefits and minimizes cumulative public costs. In performing its obligations under this Agreement, each Party shall comply with all Environmental Laws applicable to its specific tasks.

1.9.4. WSF will apply for permits, including without limitation those required by Environmental Laws and enter into tribal agreements as necessary to facilitate such permitting for the Project. WSF is the SEPA Lead Agency. WSF confirms that SEPA environmental review of the proposed Project is complete as of the effective date of this Agreement.

1.9.5. Each Party shall provide the funding and resources necessary to fulfill the responsibility of that Party as established in this Agreement.

1.9.6. The Parties agree to work cooperatively with each other and make reasonable, good faith efforts to timely and expeditiously complete the Project, as provided in this Agreement, including, but not limited to development of preliminary engineering, final design, major equipment and materials procurement, and construction. For items identified in Section 1.3 for SCL Review and Approval, WSF will provide SCL Preliminary and Final Submittal of Design Documents for review. SCL reviews shall be completed within 15 Business Days unless otherwise agreed upon. WSF will invite SCL to Task Force meetings and comment resolution meetings when the SCL items are being designed.

1.9.7. The Parties agree that the Project will not be complete until all the elements in **Exhibit 3** are completed. The Parties agree that the current scope identified for certain elements of the Project are reflected in **Exhibit 3**. Future mutual agreement in writing and signed by both PARTIES will be required in order to alter the scope outlined in **Exhibit 3**. The Parties shall provide each other with quarterly updates regarding the Project budget to ensure timely negotiation of scope issues.

1.10. Responsibilities of the Parties Specific to the Submarine Cables from Pier 48 to Colman Dock

1.10.1. WSF will install and own submarine cables from Pier 48 to Colman Dock as an integral part of the Project for WSF's exclusive use.

1.10.2. WSF agrees that all costs associated with design, installation, operations, permitting, environmental review, tribal agreements, maintenance, repair, and/or lifecycle replacement of the Submarine Cables are WSF's cost responsibility in full.

1.10.3. WSF's use of the Salish Sea for the Submarine Cable is subject to coordination with local Tribes, including the Suquamish, Muckleshoot, and others, and coordination with local Tribes is fully

WSF's responsibility.

1.10.4. A separate Operations Agreement will be developed between the Parties that details specific responsibilities for operations, routine inspection, and maintenance of the Submarine Cables.

1.11. Designated Representatives.

The Designated Representatives for each Party are as follows:

Seattle City Light	Washington State Ferries
Tamara Jenkins Director, Project Delivery Seattle City Light 700 Fifth Avenue, Suite 3600 Seattle, Washington 98104-5031 Phone: (206) 684-4654	David Sowers Program Administrator, System Electrification Washington State Ferries 2901 3 rd Avenue Seattle, WA 98121 Phone: (206) 713-0686

The Designated Representatives of this Agreement may delegate authority and responsibilities as required by providing written notice of such delegation to the other Party. Designated Representatives may be updated by notice pursuant to **Section 6.9 Change in Contact Person.**

1.12. Construction Organization and Management.

Both Parties have staff and consultant resources and desire to work collaboratively to use these resources efficiently and cost effectively to avoid unnecessary duplicative effort.

The Parties will strive to perform their responsibilities in a timely manner, to avoid delays and minimize impacts on contractors and third parties. The Parties will give prompt notice of any delay and potential impact known to them. Any dispute between the Parties about responsibilities for delays and cost overruns arising under this Agreement will be resolved as provided in **Section 5 Disputes.**

1.13. Standard for Completion of Work.

Each Party will perform the Work under this Agreement in a workman-like manner and in compliance with applicable construction and electrical standards, codes, and regulations.

1.14. Ownership of Facilities.

1.14.1. City Light will own, operate, and maintain the power facilities constructed under this Agreement up to City Light's distribution system point of termination (up to and including metering equipment), and such power facilities that are on City-owned property, City-owned right-of-way, or City easement areas set forth in separate agreements contemplated in Section 1.14.2, below, with such facilities to include, without limitation, any Betterments. Current carrying components from the distribution system to the City Light designated service point(s) are owned, operated, and maintained by City Light. WSF will own, operate, and maintain power facilities on WSF property outside City easement areas. All ownership interest shall be in accordance with Exhibit 3. The Electric Fuel Supply Facilities (defined in 1.15 below) and the submarine cables are and shall at all times remain, the exclusive property of WSF.

1.14.2. The Parties recognize that City Light will require access to WSF property to own,

operate, and maintain portions of the power facilities constructed under this agreement. Short and long-term easements for access to power facilities will be executed via separate agreements.

1.15. Ownership of WSF's Facilities, Environmental Incentives and Credits.

For this Project and under this Agreement, the Parties hereby acknowledge and agree that neither this Agreement, nor any terms or conditions set forth herein, shall be deemed to prohibit, or in any way limit, the Parties' eligibility to participate in the Washington Clean Fuels Program under Chapter 70A.535 RCW, as now or hereafter amended, or in any other federal, state, or municipal law, regulation, program, grant, or incentive now or hereinafter available that aims to curb or reduce greenhouse gas emissions, increase the generation or production of low-carbon energy, or mitigate the causes or effects of climate change.

For this Project and under this Agreement, for purposes of the Washington Clean Fuels Program, and any Electric Fuel Supply Facilities installed or constructed pursuant to the Project, the City hereby acknowledges and agrees that, as between the Parties, WSDOT shall be deemed the exclusive "fuel reporting entity" and "credit generator" for purposes of all applicable regulations. The City hereby acknowledges and agrees that all electric fuel supply equipment and related infrastructure and facilities (collectively, along with the Submarine Cables and any "electric fuel supply equipment" as such term is defined in WAC 173-424-110(80), the "**Electric Fuel Supply Facilities**") installed or constructed on Pier 48, Colman Dock, or any other property of WSF under this Project and Agreement, are, and shall at all times remain, the exclusive property of WSF. This Section 1.15 shall apply only for the purposes of the Project as defined herein and should not be presumed to be applicable to other Washington Clean Fuels Program credit generating arrangements involving WSF and SCL.

To the fullest extent permitted by law, the CITY hereby irrevocably waives any ownership, lien, security or other interest (including any lien that might otherwise be implied by law) that the CITY may have in any such Electric Fuel Supply Facilities under this Project and Agreement, or in any profits, income, environmental attributes, grants, benefits, incentives, or credits derived therefrom (collectively, along with any "Credits" as such term is defined in WAC 173-424-110(43), "**Credits**"), including any right of distraint. Both Parties agree to perform such further acts and execute such further documents as may be necessary or appropriate to preserve both Parties' eligibility for, and rights, title and interest in and to, any Credits, and to carry out the intents and purposes of this Section 1.15. If requested by either Party, the Parties shall enter into an amendment to this Agreement regarding the Washington Clean Fuels Program, so long as such amendment does not materially increase another Party's obligations under this Agreement.

2. Payment.

The Parties are responsible for payment as set forth in **Exhibit 1**. Exhibit 1 sets forth estimated costs that may change based on inflated or other applicable changes to the Project or schedule and the Parties acknowledge that the Parties are responsible for paying actual costs, not the estimates set forth in Exhibit 1. The initiating Party shall promptly notify the other Party in writing as soon as it is known when the maximum funding obligation will be reached and shall also specify in writing its position regarding any remaining Work which it believes was contained within the budgeted scope of Work. Should its estimated costs exceed the amount authorized, the Party performing the Work shall promptly notify the other Party in writing and shall specify in writing its position regarding why the estimated cost will be or has been exceeded. The Parties acknowledge that certain applicable state laws limit WSF to payment for

goods and services actually received.

The Parties shall negotiate the total authorized amount. Reimbursement will not be made for activities that are not covered. The Parties will establish a budget contingency for the estimated cost of the Work.

2.1. Reimbursement.

The Parties have established budget contingencies for the estimated cost of the Work which are included in the estimated total costs. City Light will manage the Work in the same manner it manages other work on its equipment. Any reports, pay records, or other management tools will be made available to WSF for review upon request. City Light will send quarterly invoices to WSF. The second quarter invoice shall align with WSF's fiscal year end on June 30. WSF will reimburse City Light for services delivered and Work performed under this Agreement. City Light will reimburse WSF for services delivered and work performed under this Agreement. Cost estimates are subject to change and the Parties will provide each other with prompt notice of changes in scope of work, changing conditions or unanticipated work which may impact Project costs.

Within forty-five (45) calendar days after the billed Party's receipt of any complete and accurate invoice, the billed Party will remit the reimbursement. See **Exhibit 5** for WSF invoice requirements. The Parties will work cooperatively to resolve issues related to the accuracy of these invoices so as to avoid any delay in payment. Any invoiced expenditure unsupported by appropriate documentation will be identified in writing to the receiving Party and payment for such will not be included in the reimbursement; provided, however, that the presence of unsupported items within an invoice will not delay payment of those items which are supported by appropriate documentation.

Any dispute regarding invoices must be resolved as provided in **Section 5** of this Agreement.

2.2. Betterments

In addition to the scope of Work outlined in Section 1 and in **Exhibit 3**, City Light may request that WSF construct certain Betterments to City Light facilities during the Project which will be subject to negotiation between the Parties. City Light shall be responsible for the additional incremental cost of any Betterment. A decision to execute a Betterment shall be made by the mutual written agreement of WSF and City Light. Betterments should be identified in the design phase unless a found condition in construction triggers the request. Any Betterments shall require the written request of City Light. City Light will reimburse any Betterment cost incurred by WSF in full in accordance with **Section 2.1** Reimbursement and **Exhibit 1**.

3. Administration.

3.1. Monitoring and Reporting of Progress.

The Parties are committed to working cooperatively and efficiently and will closely monitor the time required to complete Work products consistent with the scope of Work and budget for the Work. Each Party will provide clear, accurate, and detailed progress reports as necessary. The Parties will further refine progress reporting, accounting and program management systems, as they agree, in order to ensure useful and descriptive information that complements WSF's Project Control system. City Light and WSF will provide active, ongoing oversight to ensure that Project funds are expended efficiently.

3.2. Reconciliation.

Both Parties shall monitor and reconcile the actual versus estimated effort on a quarterly basis. Parties will negotiate additional funding or a reduction in services relating to the Work to the extent that such work cannot be performed within the estimate of compensation and expense reimbursement due for the services delivered and work performed.

3.3. Availability of Records.

All records in support of all costs incurred and actual expenditures kept by the Parties will be maintained in accordance with procedures prescribed by the Washington State Auditor's Office. The records will be open to inspection by the other Party during normal business hours and will be retained and made available for such inspection for a period of not less than six (6) years from the final payment under this Agreement. Copies of said records should be furnished to the other Party upon request. This requirement will be included in all third-party contracts related to the Work entered into by either Party to fulfill the terms of this Agreement.

3.4. Public Records Requests.

WSF and City Light are subject to Washington State's Public Records Act, RCW Chapter 42.56 and other disclosure laws. In response to a public records request, either Party may release documents and records related to this Agreement in accordance with applicable Law. The responding Party may assert exemptions from disclosure which it believes are authorized by statute. While it is not a legal obligation, the responding Party, as a courtesy, will notify the nonresponding Party of the receipt of any such request and provide the nonresponding Party up to ten (10) Business Days to obtain and serve the responding Party with a court injunction to prevent the responding Party from releasing the records. If the nonresponding Party fails to obtain a Court Order and serve the responding Party within ten days, the responding Party may release the documents. The Parties acknowledge that the responding Party will have no liability to the nonresponding Party if the records responsive to the request are disclosed in accordance with applicable law.

3.5. Audit.

If any audit is requested by either Party, the Parties agree to cooperate with any such audit and provide documentation as is reasonably requested in support of all costs.

4. Termination of Agreement.

4.1. Termination for Default or Convenience.

If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within thirty (30) Business Days of receipt of the written notice. If the failure or violation is not corrected, this Agreement may be terminated in whole or in part immediately by issuance of a written Notice of Termination, subject to the terms of this Agreement. In the event of termination by default, the defaulting Party will be obligated to compensate the other Party for contract closeout costs and any portion(s) of Work that has been satisfactorily rendered to the effective date of the termination.

Either Party may terminate this Agreement, for any reason, or for no reason, upon sixty (60) Business

Days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be responsible for payment of deliverables properly invoiced and accepted prior to the effective date of termination.

4.2. Duties of Parties upon Termination.

A termination by either Party will not extinguish or release either Party from liability, claims or obligations existing as of the time of termination including (1) unasserted claims or liabilities based on acts or omissions occurring prior to the termination of this Agreement and (2) contractor claims and costs incurred by the Party in the execution of Work. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement. The Parties agree to work together cooperatively to develop a coordinated plan for termination including the determination of reasonable contract closeout costs.

4.3. Procedures upon Termination.

All Work in progress at the time of termination will be completed to the extent necessary to restore the usefulness of Seattle City Light infrastructure affected by the Work in accordance with the City Standards. At WSF's' request all designs, construction documents, and other work product developed under this Agreement, except Seattle City Light Internal Use Only documents, will be packaged and delivered to WSF. Such closeout work and non-cancelable obligations will be invoiced and paid in accordance with the provisions of **Section 2** of the Agreement. After proper notice of termination, all of the provisions of this Agreement will remain in force as necessary and until no longer necessary to support the completion of Work that was open and uncompleted or any non-cancelable obligation at the time this Agreement was terminated. WSF and City Light agree to apply the following procedures subsequent to either Party initiating termination:

- A. The Parties to this Agreement will seek to resolve the status of each cost component of the Work at the initiation of termination.
- B. The Parties will seek consensus on the action to be taken on each component.
- C. The Parties will mutually agree to arrange for the assignment and assumption of obligations of third-party contracts for the performance of Work under this Agreement.
- D. The Parties will agree upon a cost estimate for terminating any third-party contracts related to the Project that have been executed prior to termination.
- E. If the Parties cannot agree, they will submit the matter to the Dispute Resolution process set forth in **Section 5** below.

5. Disputes.

5.1. Dispute Resolution.

WSF and City Light will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements between the Parties will be resolved promptly and at the lowest level of hierarchy as follows:

- A. The Parties will endeavor to resolve disputes at the lowest level possible, starting with the Project Management level. The Parties will involve such members of each Party's field and management staff as will support prompt resolution. If a resolution cannot be agreed to within thirty (30) Business Days, either Party can move the dispute to the next level.
- B. If the matter cannot be resolved at the Project Management level, the Parties' respective

Designated Representatives will meet to resolve the dispute. If the Designated Representative cannot resolve the matter within ninety (90) Business Days, either Party may take this dispute to a court of law as specified in Section 6.2.

- C. The Parties agree that they may not seek relief in a court of law until each of these procedural steps above are exhausted.

Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under these Dispute Resolution provisions. The Parties agree that cooperation and communication are essential to resolving issues efficiently. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

6. Legal Resolution.

6.1. Indemnity.

To the maximum extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to negligent acts or omissions of the indemnifying Party in the performance of its obligations as set out in this Agreement. No Party is required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or willful misconduct of the Party seeking indemnification. If such injury to persons or damages to property are caused by the concurrent negligence of the Parties, each Party will be responsible to the extent of that Party's negligence. Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents.

For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party will assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. This indemnification will survive the expiration or earlier termination of this Agreement.

6.2. Governing Law and Venue.

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceeding must be brought in a court of competent jurisdiction situated in Seattle, King County, Washington.

6.3 Insurance Provisions of Contracts.

- 6.3.1** WSF will procure and maintain, or cause its contractors and subcontractor(s) to procure and maintain minimum insurance coverage and limits appropriate (such as but not limited to: Liability,

Auto, Workers Compensation, USL&H, E&O A&E, Pollution, Builders Risk, Hull P&I) for a project of this scope. WSF will require that the City of Seattle, its elected officials, officers, employees, and representatives be named as additional insured on applicable policies maintained by WSF or by WSF's contractors and subcontractors. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risk that may be applicable to WSF or its contractors under this agreement. WSF and its contractor(s) and subcontractor(s) should assess their own risks; and if they deem appropriate and/or prudent, maintain or require greater limits and/or broader coverage. The City shall have the right to receive coverage up to any insurance limits maintained by WSF, its contractors and subcontractors that exceed the minimum required limits set by WSF.

- 6.3.2** Any deductible and/or self-insured retention of any policies shall not limit or apply to the City or WSF and shall be the sole responsibility of WSF's contractor(s). Upon request, and within ten (10) Business Days, WSF shall provide the City with certificates of insurance and endorsements certifying the coverage.
- 6.3.3** The City will procure and maintain, or cause its contractors and subcontractor(s) to procure and maintain minimum insurance coverage and limits appropriate (such as but not limited to: Liability, Auto, Workers Compensation, USL&H, E&O A&E, Pollution, Builders Risk, Hull P&I) for a project of this scope. By requiring such minimum insurance, WSF shall not be deemed or construed to have assessed the risk that may be applicable to the City or its contractors under this agreement. The City and its contractor(s) and subcontractor(s) should assess their own risks; and if they deem appropriate and/or prudent, maintain or require greater limits and/or broader coverage. WSF shall have the right to receive coverage up to any insurance limits maintained by the City, its contractors and subcontractors that exceed the minimum required limits set by the City.
- 6.3.4** Any deductible and/or self-insured retention of any policies shall not limit or apply to the City or WSF and shall be the sole responsibility of the City's contractor(s). Upon request, and within ten (10) Business Days, the City shall provide WSF with certificates of insurance and endorsements certifying the coverage.
- 6.3.5** The City acknowledges that WSF maintains a combination of self-insurance and commercial insurance for all of its liability risk and exposures, including but not limited to the activities contemplated under this agreement. WSF will, upon written request from the City, provide the City with commercially acceptable evidence of such self-insurance coverage (such as a certificate or letter of self-insurance) in fulfillment of the liability insurance requirements pertaining to WSF's design and construction activities described in this agreement.
- 6.3.6** WSF acknowledges that the City maintains a program of self-insurance for all of its liability risk and exposures, including but not limited to the activities contemplated under this agreement. The City will, upon written request from WSF, provide WSF with commercially acceptable evidence of such self-insurance coverage (such as a certificate or letter of self-insurance) in fulfillment of the liability insurance requirements pertaining to the City's activities described in this agreement.

6.3. Allocation of Risk.

For Work performed by City Light or its third-party contractors, repair of damage to the City's equipment/infrastructure or WSF's equipment/infrastructure is the responsibility of the City.

For Work performed by WSF or its third-party contractors, repair of damage to the City's equipment/infrastructure or WSF's equipment/infrastructure is the responsibility of WSF.

6.4. No Agency or Employee Relationship.

No joint employee 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 the other Party. In performing work and services pursuant to this Agreement, the City, its employees, consultants, agents, and representatives will be acting as agents of the City and will not be deemed or construed to be employees or agents of WSF in any manner whatsoever. The City will not hold itself out as, nor claim to be, an officer or employee of WSF and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of WSF. The City will be solely responsible for any claims for wages or compensation by the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and will defend, indemnify and hold WSF harmless therefrom. In performing work and services pursuant to this Agreement, WSF, its employees, consultants, agents, and representatives will be acting as agents of WSF and will not be deemed or construed to be employees or agents of the City in any manner whatsoever. WSF will not hold itself out as, nor claim to be, an officer or employee of the City and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. WSF will be solely responsible for any claims for wages or compensation by WSF's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and will defend, indemnify and hold the City harmless therefrom.

6.5. Notices.

All notices or requests required or permitted under this Agreement must be in writing, must be personally delivered or sent by certified mail, return receipt requested, postage prepaid, with a copy by email and will be deemed to have been duly given if in writing and either delivered personally or by certified mail, to the Project Managers and Designated Representative of the other Party as named in this Agreement.

6.6. Interpretation.

This Agreement is the result of mutual negotiations between the Parties and any ambiguity herein is not to be construed against any Party but will be construed according to the fair intent of the language and interpreted in accordance with the laws of the State of Washington.

6.7. Compliance with Existing Laws.

Each Party will comply, and to the best of its ability will ensure that its employees, agents, consultants, contractors and representatives comply, with all federal, state, and local laws, regulations, and ordinances applicable to the Work and services to be performed. The Work performed by the City and WSF under this Agreement must comply with all applicable public works and procurement laws and regulations.

6.8. Change in Contact Person.

A Party may change the contact person or address to which such communications are to be directed by giving written notice to the other Party in the manner provided in this Agreement.

6.9. Binding on Successors.

All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

6.10. No Waivers.

No act or failure to act on the part of either Party with respect to the exercise or enforcement of any provision of this Agreement will be deemed to be a waiver on the part of either Party of any provision of this Agreement. No waiver of one provision by either Party will act as a waiver of any other provision or as a subsequent waiver of the same provision. No waiver is effective against either Party except if an express waiver in writing.

6.11. No Third-Party Rights.

Nothing in this Agreement, whether express or implied, is intended to (1) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any third-party to a Party to this Agreement; nor (3) give any third parties any right of subrogation or action against either Party to this Agreement.

6.12. Assignment.

Neither Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other Party.

6.13. Severability.

If any of the terms and conditions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby will remain in full force and effect. The Parties agree to negotiate in good faith to reform this Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

6.14. Entire Agreement; Modification.

This Agreement, together with the exhibits annexed hereto, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, or agreements written or oral, on the subject matter of this Agreement. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by authorized representatives of both Parties.

6.15. Captions.

The captions to this Agreement are for convenience and will not add to or limit the substance of its provisions.

7. Exhibits.

All exhibits named in this Agreement are hereby incorporated by reference and made a part hereof. The terms of this Agreement will control in the event of a conflict between an exhibit and the terms of this Agreement. This Agreement is supported with the following Exhibits:

Exhibit 1: Project Budget

Exhibit 2: Schedule

Exhibit 3: Project Area, Project Segments, and Responsibility Matrices

Exhibit 4: References

Exhibit 5: WSF Invoicing Requirements

8. Signatures.

The Parties have executed this Agreement as of the day and year first above written.

Washington State Ferries	City of Seattle Seattle City Light
Steve Nevey WSDOT Assistant Secretary	Robert Santoff General Manager and Chief Executive Officer

Approved for WSDOT Ferries Division

By: _____

Assistant Attorney General

Date: _____

Exhibit 1: Project Budget

The Parties shall pay actuals for the costs associated with the Work and Betterments. Below are estimated costs. Costs will be billed in accordance with Section 2 of the Agreement.

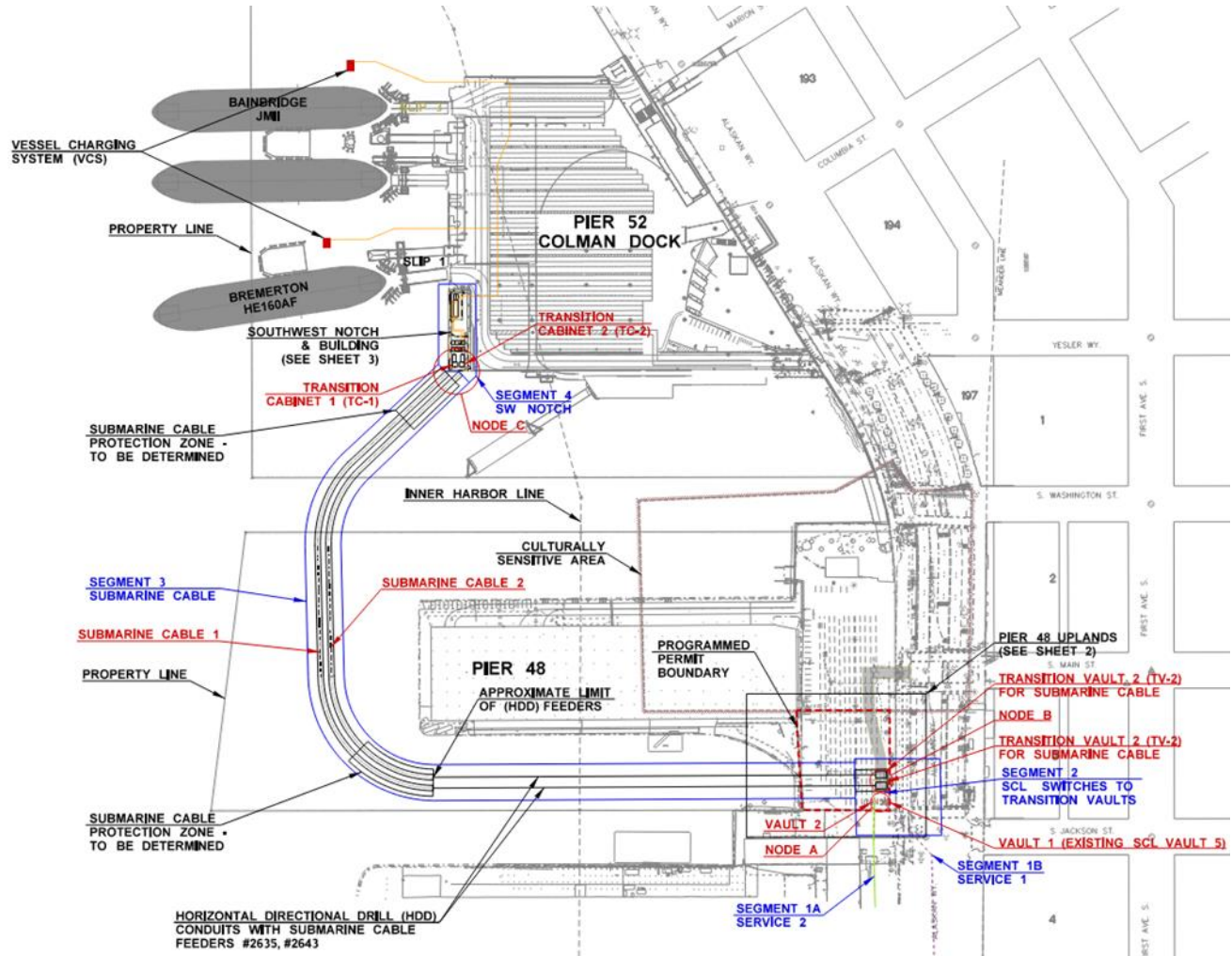
	Total Estimated Cost	WSF Share	City Light Share
Service Upgrade Estimated Costs (from service agreement issued 12/12/25)	\$ 1,724,295.25	\$ 1,724,295.25	\$ 0.00
20% Contingency on Service Letter Estimate	\$ 350,000.00	\$ 350,000.00	\$ 0.00
Terminal 46 feeder extension for WSF (work completed)	\$ 637,899.46	\$ 637,899.46	\$ 0.00
City Light Betterments Not to exceed allowance	\$ 500,000.00	\$ 0.00	\$ 500,000.00
	\$3,212,194.71	\$2,712,194.71	\$ 500,000.00

Exhibit 2: Schedule

Milestones Schedule (Actuals / Projected)

Milestone	Date
Project Start	Sept 10, 2024
Pre-Purchases Authorization (Vessel Charging System, electrical equipment)	Feb. 2026
<i>WSF RFP Advertisement for Design Build Contract</i>	<i>July 2026</i>
<i>WSF Design Build Contract Award</i>	<i>February 2027</i>
<i>WSF Design Build Contractor Notice-to-Proceed (NTP) / Mobilize</i>	<i>March 2027</i>
<i>Service 2 Extension Ductbank (Civil) Complete</i>	<i>October 2028</i>
<i>Submarine Cable Termination at Pier 48 and Colman Dock</i>	<i>December 2028</i>
<i>SCL Vaults (Civil) Complete</i>	<i>January 2028</i>
<i>SCL Meter (Civil) Complete</i>	<i>February 2028</i>
<i>In-Service Date Slip 3</i>	<i>May 2029</i>
<i>In-Service Date Slip 1</i>	<i>April 2030</i>
<i>WSF DB Construction Closeout</i>	<i>July 2030</i>
<i>WSF / SCL Costs Reconciled</i>	<i>Sept. 2030</i>

Exhibit 3: Project Area, Project Segments, and Responsibility Matrices



- **Segment 1A:** SCL Service 2 Extension. Extends SCL feeder duct bank from existing Pier 46 terminus to Pier 48 at Node A.
- **Segment 1B:** SCL Service 1 Cable. Installs 26kV cable to SCL Vault 5, includes modifications to Vault 5 for Installation of Vista Switches.
- **Node A:** SCL (Vista) Switches for Services 1 and 2. Includes SCL vaults (vaults 5 and 6) and switches located within WSF Pier 48 Uplands.
- **Segment 2:** Duct bank between Node A (SCL Switches and Node B (WSF Transition Vaults)
- **Node B:** Includes Transition Vaults on WSF Pier 48 Uplands and bus bars within vaults.
- **Segment 3:** Submarine cable from Node B (WSF Transition Vaults on Pier 48 Uplands) to Segment 4 (WSF Transition Vaults on Colman Dock). Submarine cable includes temporary bore pit, Horizontal Directionally Drilled (HDD) conduits, submarine cable, cable mattress and protection, and J tube transition to Colman Dock transition vaults.
- **Node C:** Includes Point of Delivery and SCL meter.

- **Segment 4:** Includes WSF transformers and switchgear on Colman Dock.

Table 1

Civil & Structural Design (including Design Support during Construction Phase) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Civil Design Resp. "Who Designs"	Civil Design Cost "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	WSF	100% WSF	Service Agreement
1B	Service 1 SCL Vault 5 Lid Modification	WSF	100% WSF	Service Agreement
A	SCL Switches (Vista)	WSF	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	WSF	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	WSF	100% WSF	MOA
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	MOA
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 2

Electrical Design (including Design WSF during Construction Phase) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Design Resp. "Who Designs"	Electrical Design Cost "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	SCL	100% WSF	Service Agreement
1B	Service 1 Cable	SCL	100% WSF	Service Agreement
A	SCL Switches (Vista)	SCL	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	Joint	100% WSF	Service Agreement
3	Submarine Cable	WSF	100% WSF	Service Agreement
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	Service Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 3

Civil & Structural Construction and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Civil / Structural Construction Resp. "Who Builds"	Civil / Structural Construction Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	WSF	100% WSF	MOA
1B	Service 1 SCL Vault 5 Modifications	WSF	100% WSF	MOA
A	SCL Switches (Vista)	WSF	100% WSF	MOA
2	SCL Switches to Transition Vaults	WSF	100% WSF	MOA
B	Transition Vaults on Pier 48	WSF	100% WSF	MOA
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	MOA
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 4

Electrical Equipment Procurement and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Procurement Resp. "Who Procures"	Electrical Procurement Cost Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	SCL	100% WSF	Service Agreement
1B	Service 1 Cable	SCL	100%WSF	Service Agreement
A	SCL Switches (Vista)	SCL	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	Joint	100% WSF	Service Agreement
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	Joint	100% WSF	Service Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 5

Electrical Construction (includes Electrical Reviewer and Civil Inspector) and Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Electrical Construction Resp. "Who Builds"	Electrical Construction Cost Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	SCL	100% WSF	Service Agreement
1B	Service 1 Cable	SCL	100%WSF	Service Agreement
A	SCL Switches (Vista)	SCL	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	Joint	100% WSF	Service Agreement
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	Joint	100% WSF	Service Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 6

Construction Management (with the exception of Electrical Reviewer) Cost Responsibilities by Segment and Agreement Approach

#	Segment	CM Responsibility "Who conducts CM"	CM Costs Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	Joint	100% WSF	Service Agreement
1B	Service 1 SCL Vault 5 Lid Modification	SCL	100%WSF	Service Agreement
A	SCL Switches (Vista)	Joint	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	Joint	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	Joint	100% WSF	MOA
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	MOA
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 7A

Civil Permitting Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Permitting Responsibility "Who gets the Permit"	Permitting Costs Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	WSF	100% WSF	Service Agreement
1B	Service 1 SCL Vault 5 Lid Modification	WSF	100% WSF	Service Agreement
A	SCL Switches (Vista)	WSF	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	WSF	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	WSF	100% WSF	MOA
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	MOA
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 7B

Electrical Permitting Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	Permitting Responsibility "Who gets the Permit"	Permitting Costs Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	SCL	100% WSF	Service Agreement
1B	Service 1 SCL Vault 5 Lid Modification	SCL	100% WSF	Service Agreement
A	SCL Switches (Vista)	SCL	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	WSF	100% WSF	MOA
3	Submarine Cable	WSF	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	MOA
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 8
Testing and Commissioning Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	T&C Responsibility "Who conducts T&C"	T&C Costs Resp. "Who Pays"	Agreement(s) Approach
1A	Service 2 Extension	SCL	100% WSF	Service Agreement
1B	Service 1 Cable	SCL	100% WSF	Service Agreement
A	SCL Switches (Vista)	SCL	100% WSF	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% WSF	Service Agreement
B	Transition Vaults on Pier 48	Joint	100% WSF	Service Agreement
3	Submarine Cable	Joint	100% WSF	MOA
C	Colman Dock Transition Vault POD & Meter	Joint	100% WSF	Service Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Table 9
Electrical Equipment Ownership, Operations, and Maintenance Cost Responsibilities by Segment and Agreement Approach

#	Node / Segment	O&M Electrical Responsibility "Who conducts O&M"	O&M Costs Resp. "Who Pays"	Agreement Approach
1A	Service 2 Extension	SCL	100% SCL	Service Agreement, Port Easement
1B	Service 1 Cable	SCL	100% SCL	Service Agreement
A	SCL Switches (Vista)	SCL	100% SCL	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% SCL	Service Agreement
B	Transition Vaults on Pier 48	Joint	Note 1	O&M Agreement
3	Submarine Cable	WSF	100% WSF	DNR Lease, O&M Agreement
C	Colman Dock Transition Vault POD & Meter	Joint	Note 2	O&M Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Notes:

- 1, Depends on what fails
2. Meter, CTs, PTs, by SCL, other equipment by WSF

Table 10
Civil / Structural Facilities Ownership, Operations, and Maintenance Cost Responsibilities by
Segment and Agreement Approach

#	Node / Segment	O&M Civil/Structural Responsibility "Who conducts O&M"	O&M Civil / Structural Costs Resp. "Who Pays"	Agreement Approach
1A	Service 2 Extension	SCL	100%SCL	Service Agreement, Port Easement
1B	Service 1 SCL Vault 5 Lid Modification,	SCL	100% SCL	Service Agreement, WSF Easement
A	SCL Switches (Vista) (Vault)	SCL	100% SCL	Service Agreement
2	SCL Switches to Transition Vaults	SCL	100% SCL	Service Agreement
B	Transition Vaults on Pier 48	WSF	100% WSF	O&M Agreement
3	Submarine Cable	WSF	100% WSF	O&M Agreement
C	Colman Dock Transition Vault POD & Meter	WSF	100% WSF	O&M Agreement, Service Agreement
4	Colman Dock WSF Transformers & Switchgear	WSF	100% WSF	N/A (past SCL's Meter)

Exhibit 4: The following references are not attached but incorporated by reference into this MOA

- A. Service Letter 1717147 – 801 Alaskan Way, 03-23-2026

Exhibit 5: WSF Invoicing Requirements

The following items need to be included in invoices:

1. WSF contract number is: XE3607
2. WSF Project Title: SR 519/Seattle Trm - Terminal Electrification
3. Full identification of the contract, including both parties' contract numbers
4. Invoice number and date
5. Full recipient street address, email address and phone
6. Specify the time period covered by the invoice
7. All amounts provided with detailed breakdown
8. Total amount due
9. Instruction for how payment should be made, including using electronic wire transfer payment and mailing instructions for a check.