

RESOLUTION NO. 3441

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director, to enter into an agreement with the Washington State Department of Transportation providing funding and coordination for the completion of the State Route 518 Corridor Study, development of a Route Development Plan, and the completion of environmental review of interchange improvements on State Route 518 for a total Port of Seattle contribution of \$1,500,000.

WHEREAS, the Washington State Department of Transportation ("WSDOT") owns and operates State Route 518 which provides the primary access to Seattle-Tacoma International Airport ("Airport") as well as regional access to the surrounding Cities of SeaTac, Burien, and Tukwila; and

WHEREAS, Washington State Department of Transportation ("WSDOT") have been studying potential improvements on State Route 518 as apart of their State Route 518 Corridor Study; and

WHEREAS, the Airport Master Plan Update and Final Supplemental Environmental Impact Statement includes interchange improvements on State Route 518 to support the development of the proposed North Terminal.

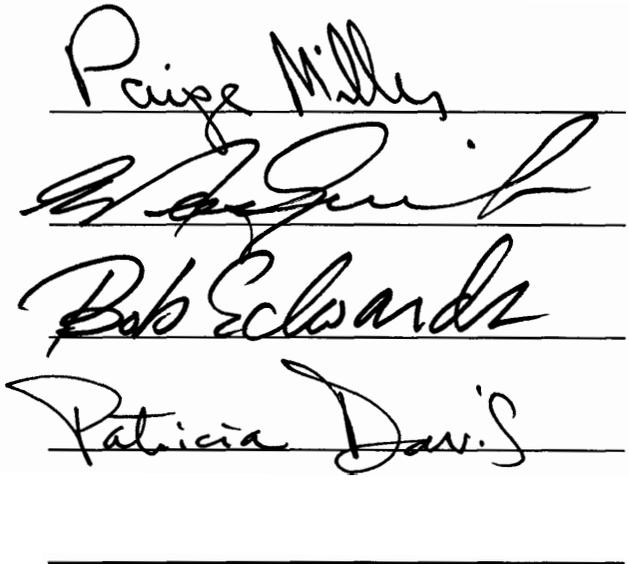
NOW, THEREFORE, BE IT RESOLVED, by the Port Commission of the Port of Seattle that:

Section 1. The Executive Director, Aviation Director, is hereby authorized to execute an Agreement with WSDOT in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. Port staff is authorized to take all necessary actions to fulfill the terms of the Agreement. Including a contribution of \$850,000 as provided in the agreement.

Section 3. A copy of the final executed Agreement shall be attached to this resolution as Exhibit "B" and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 26th day of September, 2000, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



Paige Miller
[unclear]
Bob Edwards
Patricia Davis

Port Commission

**AGREEMENT GCA
SR 518 Environmental Assessment**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE" and the Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the 'PORT;'

WHEREAS, the PORT has requested that the STATE expand the existing study by preparing the alternatives analysis for the SR 518 corridor and environmental documentation for new interchange improvements on SR 518.

WHEREAS, the PORT has agreed to fund the work described herein, and NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE, through _____, hereinafter called the 'CONSULTANT' agrees to conduct the alternative analysis and environmental documentation, as noted in Exhibit "A", Scope of Work, attached hereto and by this reference made a part of this AGREEMENT.

The STATE upon completion of the work shall transfer ownership of the study's deliverable products, as described in the Scope of Work, to the PORT.

**II
PAYMENT**

The PORT in consideration of the faithful performance of the work to be done by the STATE; agrees to reimburse the STATE for the actual direct and related indirect cost of the work not to exceed a maximum amount of \$850,000.00.

An itemized estimate of cost for work to be performed by the STATE at the PORT's expense is marked Exhibit "A" and is attached hereto and by this reference mad a part of this AGREEMENT.

Partial payments shall be made by the PORT, upon request from the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute

agreement as to the appropriateness of any time and that, at the time of final audit, all required adjustments will be made and reflected in a final payment.

The STATE agrees to submit a final bill to the PORT with forty-five **(45)** days after the STATE has completed the work.

III EXTRA WORK

In the event it is determined that any change from the scope of work contained in this AGREEMENT is required, written approval must be secured from the PORT prior to the beginning of such work. Changes to the scope of work shall require a written change approval by the PORT to this AGREEMENT. Reimbursement for increased costs resulting from a change in the scope of work will be modified by SUPPLEMENTAL AGREEMENT covering said increase.

IV PERIOD OF PERFORMANCE

This AGREEMENT shall commence on the date first written above and shall terminate on _____. This AGREEMENT may be extended for a period of periods of time to be agreed upon in a supplement to this AGREEMENT.

VI NOTIFICATION

any notice required or permitted to be given pursuant to the AGREEMENT shall be in writing, shall be sent postage prepaid by U.S. mail, return receipt requested to the following addresses unless otherwise indicated by the parties to the AGREEMENT:

To the STATE: Carol Hunter
Washington State Department of Transportation
401 2nd Ave South, Suite 300
Seattle, WA **98104-2887**

To the PORT: David Kalberer
Port of Seattle
PO Box **68727**
Seattle, WA **98168**

VII RIGHT OF ENTRY

The PORT hereby grants and conveys to the STATE the right of entry upon all land which the PORT has interest, within or adjacent to the right-of-way of State Route 518 that is within the project area as defined in Exhibit "___", for the purpose of performing the work described herein.

VIII DISPUTES

The designated representatives shall use their best efforts to resolve disputes between parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

IX INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgement, **and/or** awards of damages, **arising** out of, or in any way resulting from, each of the **PARTY's** negligent acts or omissions. No PARTY, will be 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 of the PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a **PARTY's** own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extended 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 of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY Only, any immunity that would **otherwise** be available against such claims under the Industrial **Insurance** provision of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgement, award, **and/or** cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible PARTY or combination of PARTIES to the extent of that **PARTY's** ■ those PARTIES' culpability.

X
VENUE

This AGREEMENT shall be deemed to be made in the County of Thurston, State of Washington, and the legal rights and obligations of the STATE and PORT shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this AGREEMENT shall be brought in the County of Thurston, State of Washington.

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

PORT OF SEATTLE

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

By

By

Executive Director

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Senior Port Counsel

Assistant Attorney General

Date

Date

**AGREEMENT GCA 2412
SR 518 Environmental Assessment**

THIS AGREEMENT, made and entered into this 23rd day of March, 2001, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE" and the Port of Seattle, acting by and through the Port of Seattle Commission, 2711 Alaskan Way, Seattle, Washington, 98121, hereinafter called the "PORT;"

WHEREAS, the PORT has requested that the STATE expand the existing study by preparing the alternatives analysis for the SR 518 corridor and environmental documentation for new interchange improvements on SR 518.

WHEREAS, the PORT has agreed to fund the work described herein, and

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE, through its Consultant hereinafter called the "CONSULTANT" agrees to conduct the alternative analysis and environmental documentation, as noted in Exhibit "A", Scope of Work, attached hereto and by this reference made a part of this AGREEMENT.

The STATE upon completion of the work shall transfer ownership of the Environmental Analysis, as described in the Scope of Work, to the PORT.

**II
PAYMENT**

The PORT in consideration of the faithful performance of the work to be done by the STATE; agrees to reimburse the STATE for the actual direct and related indirect cost of the work not to exceed a maximum amount of \$850,000.00.

An itemized estimate of the cost for work to be performed by the STATE at the PORT's expense is marked Exhibit "B" and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the PORT, upon request from the STATE, to cover costs incurred. These payments are not to be more frequent than one **(1)** per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in the final payment.

The STATE agrees to submit a final bill to the PORT within forty-five **(45)** days after the STATE has completed the work.

III EXTRA WORK

In the event it is determined that any change from the scope of work contained in this AGREEMENT is required, written approval must be secured from the PORT prior to the beginning of such work. Changes to the scope of work shall require a written change approval by the PORT to this AGREEMENT. Reimbursement for increased costs resulting from a change in the scope of work will be modified by a written SUPPLEMENTAL AGREEMENT covering said increase.

IV PERIOD OF PERFORMANCE

This AGREEMENT shall commence on the date first written above and shall terminate on 18 months thereafter. This AGREEMENT may be extended for a period of time to be agreed upon in a written supplement to this AGREEMENT.

VI NOTIFICATION

Any notice required or permitted to be given pursuant to the AGREEMENT shall be in writing, shall be sent postage prepaid by U.S. mail, return receipt requested to the **following** addresses unless otherwise indicated by the parties to the AGREEMENT:

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Washington State Department of Transportation
401 2nd Ave South, Suite 300
Seattle, WA **98104-2887**

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PO Box **68727**
Seattle, WA **98168**

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The PORT hereby grants and conveys to the STATE the right of entry upon all land which the PORT has interest, within or adjacent to the right-of-way of State Route 518 that is within the project area as defined in Exhibit "C", for the purpose of performing the work described herein.

VIII DISPUTES

The designated representatives shall use their best efforts to resolve disputes between parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

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Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgement, and/or awards of damages, arising out of, or in any way resulting from, each of the PARTY's own negligent acts or omissions. No PARTY, will be 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 of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extended 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 of the PARTIES, by mutual negotiation, hereby waives, with respect to each of the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgement, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be

