

RESOLUTION NO 3146

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance of a Federal Aviation Administration Grant Offer and the execution of a Grant Agreement covering Airport Improvement Program Project No 3-53-0062-35 (AIP#35) between the Port of Seattle and the Administrator of the Federal Aviation Administration, United States of America, in connection with the obtaining of Federal aid in the development of Sea-Tac International Airport

WHEREAS, the Port of Seattle has hereto submitted a Project Application to the Administrator of the Federal Aviation Administration, dated June 3, 1993, for certain development work at Sea-Tac International Airport, and

WHEREAS, at its regular meeting of August 13, 1991, January 10, 1992 and February 4, 1993, the Port Commission authorized projects to rehabilitate Runway 16L/34R, construct and rehabilitate taxiways, and widen the safety area of Runway 16L, and

WHEREAS, The Federal Aviation Administration has submitted to the Port of Seattle a standard form Grant Offer/Agreement covering AIP Project No 3-53-0062-35 (AIP#35) to aid the Port of Seattle in the development of Sea-Tac International Airport, and

WHEREAS, The Port of Seattle Aviation Division and Legal and Engineering Departments have reviewed the Grant Offer/Agreement for AIP Project No 35 to insure its compliance with FAA's standard form,

NOW THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle as follows

Section 1. The Port shall enter into the Grant Offer/Agreement for the purposes of obtaining federal aid in the development of Sea-Tac International Airport, and that such Grant Offer/Agreement is attached hereto and by this reference incorporated herein

Section 2. The President of the Port of Seattle Commission be, and is authorized and directed to accept on behalf of the Port the Grant Offer/Agreement for the purpose of obtaining federal aid for the development of Sea-Tac International Airport and to execute said Grant Offer/Agreement in triplicate on behalf of the Port, and that the Secretary of the Port Commission be, and is hereby authorized and directed to impress the official seal of the Port of Seattle thereon and to attest said execution

ADOPTED by the Port Commission of the Port of Seattle this 22nd
day of June, 1993, and duly authenticated in open session by the
signatures of the Commissioners voting in favor thereof and the seal of the
Commission duly affixed

Paul Seibel
Peter J. B. ...
...
PORT COMMISSION

U S Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 - Offer

Date of Offer June 10, 1993

Seattle-Tacoma International Airport
Seattle, Washington

Project Number 3-53-0062-35

Contract Number DOT-FA93NM-0043

To The Port of Seattle, Washington (herein called the "Sponsor")
From The United States of America (acting through the Federal
Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 7, 1993, for a grant of Federal funds for a project at or associated with the Seattle-Tacoma International Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof, and

WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following

Reconstruct Runway 16L/34R (Phase 2) Construct taxiways
B1A, B10, Construct taxiways C1A, C6, C7, and C10 (Phase
1), Reconstruct taxiways B2, B3, B11, C2 and C11
Construct Runway 16L safety area (Phase 1),

all as more particularly described in the Project Application

NOW THEREFORE pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, seventy-five (75) percentum of all allowable Project costs**

This Offer is made on and subject to the following terms and conditions

Conditions

- 1 The maximum obligation of the United States payable under this offer shall be \$3,858,092 00 For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose

\$	0 00	for planning
\$3,858,092 00		for airport development or noise program implementation

- 2 The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act
- 3 Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions or such regulations and procedures as the Secretary shall prescribe Final determination of the United States share will be based upon the final audit or the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs
- 4 The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application

- 5 The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor
- 6 This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before July 10, 1993, or such subsequent date as may be prescribed in writing by the FAA
- 7 The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary
- 8 The United States shall not be responsible or liable for damage to property, or injury to persons which may arise from, or be incident to, compliance with this grant agreement

Special Conditions

- 9 The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked
- 10 Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition

11 By acceptance of this grant, sponsor agrees to perform the following

a Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum

1 The name of the person representing the sponsor who has overall responsibility for contract administrations for the project and the authority to take necessary actions to comply with the contract

2 Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project together with a description of the services to be provided

3 Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077)

4 Qualifications of engineering supervision and construction inspection personnel

5 A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test

6 Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary are undertaken

b Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA

c Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By *J. Wade Bryant*
J. Wade Bryant, Manager,
Seattle Airports District Office
Part II - Acceptance

The Sponsor does hereby ratify and accept all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this _____ day of _____, 19____
Port of Seattle, Washington

(SEAL) By _____
Sponsor's Designated Official Representative
Title _____

Attest _____ Title
CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____, 19____

Signature of Sponsor's Attorney

U S. Department of Transportation
Federal Aviation Administration

Grant Agreement
Part 1 - Offer

Date of Offer June 10, 1993

Seattle-Tacoma International Airport
Seattle, Washington

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WHEREAS, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following

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all as more particularly described in the Project Application

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- 4 The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application

- 5 The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor
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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By *J Wade Bryant*
J Wade Bryant, Manager,
Seattle Airports District Office
Part II - Acceptance

The Sponsor does hereby ratify and accept all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 22nd day of June, 1993
Port of Seattle, Washington

(SEAL)

By *Paul Seibel*
Sponsor's Designated Official Representative

Title Vice President, Port of Seattle Commission

Attest *Peterson*

Title Secretary, Port of Seattle Commission

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Linda J Strout, acting as Attorney for the Sponsor do hereby certify

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Washington. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Seattle, WA this 23rd day of June, 1993

Linda J Strout
Signature of Sponsor's Attorney



Port of Seattle

June 14, 1993

Paul Schell, Vice-President
Port of Seattle Commission
P O Box 1209
Seattle, Washington 98111

Dear Commissioner Schell

I will be unable to attend the Port Commission Regular Meeting of June 22, 1993. However, I am familiar with Resolution No. 3147 authorizing application for, and acceptance of, Phase III funding assistance for an outdoor recreation project to the Interagency Committee for Outdoor Recreation as provided by the Marine Recreation Land Act.

I consent to Resolution No. 3147 being introduced for first reading and placed on second reading and final passage at the June 22, 1993 Commission meeting.

Please enter this consent in the official minutes of the meeting.

Sincerely,

Gary Grant, President
Port Commission

FOR ENCL
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