

RESOLUTION 3085

A RESOLUTION of the Port of Seattle authorizing the acceptance of an Aviation Administration Grant Offer and the execution of a Grant Agreement covering AIP Project No. 30 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 heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration, dated May 28, 1991, for certain construction work at Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has hereto authorized a project to repair a portion of Runway 16L/34R, construct a fillet at Taxiway C2/C3, and rehabilitate a portion of Taxiway B North at its regular meetings of January 22, 1991 and June 14, 1991; and

WHEREAS, it is anticipated the Federal Aviation Administration will submit to the Port of Seattle a standard form Grant Offer/Agreement covering AIP Project No. 30 to aid the Port of Seattle in the development of Sea-Tac International Airport; and

WHEREAS, upon receipt, the Grant Offer/Agreement for AIP Project No. 30 will be reviewed by the Port of Seattle Aviation Division and Legal Department 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 Senior Director, Aviation Division, of the Port of Seattle is hereby authorized and directed to accept on behalf of the Port of Seattle a Grant Offer/Agreement for the purpose of obtaining federal aid to repair a portion of Runway 16L/34R, construct a fillet at Taxiway C2/C3, and rehabilitate a portion of Taxiway B North. The Senior Director, Aviation Division of the Port of Seattle is hereby authorized and directed to execute Grant Agreement covering AIP Project No. 30 and to impress the official seal of the Port of Seattle thereon and to attest said execution, provided the Grant Offer/ Agreement is reviewed by the Aviation Division and the Legal Department and is approved as being consistent with FAA's standard form.

Section 2. The Grant Agreement shall be attached to this resolution upon execution and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle this 9th day
of July, 1991, and duly authenticated in open session by the signatures of
the Commissioners voting in favor thereof and the Seal of the Commission.

[Signature]
Raye R. Miller
Gary Grant
Patricia Davis
Paul Shuff
Port Commissioners

(seal)

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US Department
of Transportation
**Federal Aviation
Administration**

Seattle Airports District Office
1601 Lind Avenue S W
Renton WA 98055 4056

May 30, 1991

Ms. Andrea Riniker
Director, Aviation Division
P.O. Box 68727
Seattle, WA 98168

Dear Ms. Riniker:

Grant Offer for Seattle-Tacoma International Airport
Seattle Washington
Project Number 3-53-0062-30

Enclosed are the original and three copies of the subject grant offer. Please note that:

- a. The grant offer must be accepted on or before July 15, 1991.
- b. The grant offer must be accepted by an official authorized by the governing agency to do so.
- c. The "Certification of Sponsor's Attorney" relates to the acceptance and, therefore, must be made after the Sponsor's acceptance.
- d. After execution is completed, please return the original and two executed copies of the grant agreement to this office.

If you have any questions in regard to acceptance of the grant offer, please contact your project manager.

Sincerely,

Donna P. Taylor
Acting Manager, Seattle Airports
District Office

Enclosures

cc:
State Aeronautics
Ms. Jill Johnson
Mr. Mike Cheyne

**U.S. Department of Transportation
Federal Aviation Administration**

**Grant Agreement
Part 1 - Offer**

Date of Offer: May 30, 1991

Seattle-Tacoma International Airport

Seattle, Washington

Project Number: 3-53-0062-30

Contract Number: DOT-FA91NM-0029

To: 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 May 28, 1991, 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 Taxiways B (partial), B2 (partial), and B3 (partial); Construct north holding apron; Rehabilitate Taxiways C2 (partial) and C3 (partial); Rehabilitate portion of Runway 16L/34R (150' x 5,000'); Install Taxiway lighting;

all as more particularly described in the Project Application.

WHEREAS, this Project will not be completed during fiscal year 91 and the total estimated United States share of the total estimated cost of completion will be \$10,246,785.00;

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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 \$8,786,337.00. 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 |
| \$8,786,337.00 | | 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 of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of 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.

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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 15, 1991, 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. The maximum obligation for the current fiscal year stated in Condition 1 of this agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimate cost of completion, except as provided in section 512(b) of the Airport and Airway Improvement Act of 1982.

Under section 512(a) of the Act, as amended, and at the sponsor's request, the FAA commits the United States to obligate an additional amount to this project for payment of its share of the cost, in accordance with the terms hereof. This additional amount will include all or part of the funds of said Act, subject to the restriction on the use of such apportionments now or hereafter imposed on FAA by Appropriations Acts now or hereafter enacted, or by any other statute or regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use under section 507 of said Act to further aid the sponsor in meeting the cost of this project under the terms of this agreement and limitations of law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the sponsor stating the current maximum obligation for this project. This letter will be issued to the sponsor by FAA when such computation and obligation can be made in FY 92. The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this agreement.

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.

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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: *[Signature]*
Donna P. Taylor, Acting Manager
Seattle Airports District Office

Part II - Acceptance

The Sponsor does hereby ratify and adopt 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: *[Signature]*
Sponsor's Designated Official
Representative
Title: *Senior Director, Aviation Sec.*

Attest: *[Signature]*
Title: *Senior Director, Administrative Services - Port Auditor*

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Stephen A. Sewell, 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, Washington, this ^{4th} day of June, 1991.

[Signature]
Signature of Sponsor's Attorney

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