

RESOLUTION NO. 2910

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the acceptance and execution of E.D.A. Offer of Grant between the Port of Seattle and the Economic Development Administration, United States of America, in connection with the obtaining of Federal aid in the development of Terminal 18, Project No. 07-21-00001.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Director of the Economic Development Administration, dated June 17, 1983, for certain development work at Terminal 18; and

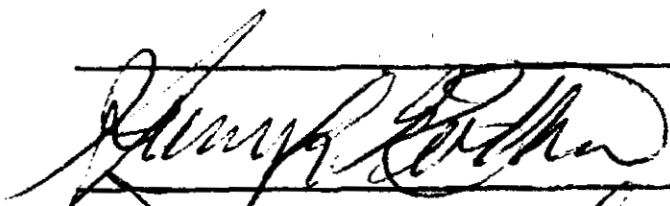
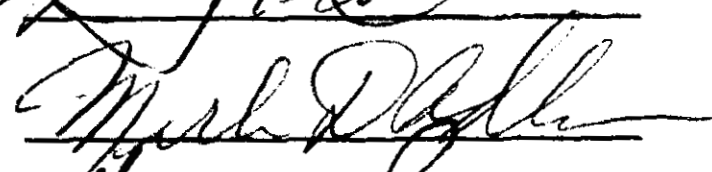
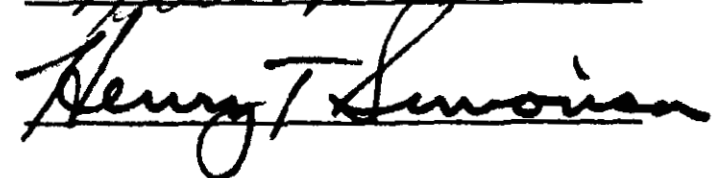
WHEREAS, the Port of Seattle has heretofore authorized construction of a container truck entrance at Terminal 18, subject to the approval of the Director of the Economic Development Administration and to the sharing of costs by the United States of America incurred in accomplishing such as is provided in the Offer of Grant; and

WHEREAS, there has been submitted by the Economic Development Administration to the Port of Seattle a Public Works and Development Facilities Offer of Grant covering Project No. 07-21-00001, to aid the Port of Seattle in the development of Terminal 18.

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

1. That the Port of Seattle shall accept proposed Offer of Grant for the purpose of obtaining Federal aid in the development of Terminal 18.
2. That the Vice-President of the Port of Seattle Commission be and he is hereby authorized and directed to execute said proposed Offer of Grant in duplicate on behalf of the Port of Seattle, and that the Secretary of the Port of Seattle Commission be, and he is hereby authorized and directed to impress the official seal of the Port of Seattle thereon and to attest said execution.
3. That a copy of the Offer of Grant referred to herein and dated August 30, 1983, is attached hereto and made a part of the Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 13th
day of September, 1983, and duly authenticated in open session by the signatures
of the Commissioners voting and the seal of the Commission.

Port Commissioners



UNITED STATES DEPARTMENT OF COMMERCE
The Assistant Secretary for Economic Development
 Washington, D.C. 20230

Project No.: 07-21-00001

Offer Date:

30 AUG 1965

Public Works and Development Facilities

OFFER OF GRANT

Pursuant to its authority under the Public Works and Economic Development Act of 1965, as amended, (P.L. 89-136) and Emergency Jobs Appropriation Act (P.L. 98-8) and subject to the Special Conditions (Exhibit "A") and the Standard Terms and Conditions (Exhibit "B," dated October 1, 1978), both incorporated by reference herein, the Economic Development Administration, U.S. Department of Commerce (hereinafter the "Government"), offers a Grant not to exceed \$1,000,000 to the Port of Seattle, A Municipal Corporation, (hereinafter the "Grantee") in order to aid in the construction or equipping of a new waterfront container entrance (hereinafter the "Project") provided that in no event shall this Grant exceed whichever is the lower of \$1,000,000 or 31 percent of the actual cost of the Project as determined by the Government.

This Offer, the Acceptance, the Special Conditions, and the Standard Terms and Conditions including any addenda shall constitute the "Grant Agreement."

Acceptance of this Grant Offer must be returned to the Economic Development Administration prior to 16 SEP 1965.

ECONOMIC DEVELOPMENT ADMINISTRATION

By:

Carlos C. Campbell
 Carlos C. Campbell

Assistant Secretary
 for Economic Development
 (Title)

The above Offer of Grant is hereby accepted.

Date:

(Name of Grantee)

By:

(Signature and Printed Name)

(Title of Accepting Official)

CERTIFICATION (By Official Other Than Accepting Official)

The person signing this Acceptance was so authorized by the Governing Body or Board of the recipient.

(Signature)

(Title of Certifying Official)

(Printed Name)

(Date)

PUBLIC WORKS PROJECT LINE ITEM ESTIMATED COSTS

EDA Project No. 07-21-00001 State Washington County King

<u>Line Items</u>	<u>Proposed</u>	<u>Approved</u>
Administrative Expense	\$	\$
(a) Interest	5,000	5,000
(b) Other		
Preliminary Expense	25,000	25,000
Land, structures, and Rights-of-Way		
Architectural/Engineering Basic Fees	150,000	150,000
Other Architectural Engineering Fees		
Project Inspection Fees	50,000	50,000
Relocation Expenses		
Relocation Payments to Individuals and Businesses		
Demolition and Removal	142,000	142,000
(a) Labor		
(b) non-Labor		
Construction and Project Improvement	2,438,000	2,438,000
(a) Labor		
(b) non-Labor		
Equipment	100,000	100,000
Contingencies	291,000	291,000
Total Estimated Costs	\$ 3,201,000	\$ 3,201,000

Remarks:

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration

Public Works and Development Facilities

Project No. 07-21-00001

GRANTEE: Port of Seattle, Washington

SPECIAL CONDITIONS

1. The Grantee agrees to the following project development time schedule:

Time required after EDA approval for:

Completion of Final Plans -	30	days
Advertise for the purpose of competitive bidding -	45	days
Award of Construction Contract -	60	days
Start of Construction -	180	days
Construction Period -	12	months

2. Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. Grantee/Borrower shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and sub-contractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. Goals and timetables for the participation of women in each trade area shall be as follows:

<u>Timetable</u>	<u>Goals</u> (percent)
From April 1, 1981, until further notice	6.9

All further changes to these goals and timetables, as published in the Federal Register, in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Conditions.

3. As required by Department of Commerce Administrative Order 213-5, Audit Followup and Resolution, the Grantee is expected to respond to any questioned costs and other audit findings and provide additional documentation to support such response within 30 days after the receipt of an audit report from the Office of Inspector General. EDA will consider any response or documentation received during this 30-day period in reaching its final determination concerning eligibility of cost; any grantee response or documentation received by EDA more than 30 days after grantee receipt of the audit report, and before EDA's final determination, may be considered. EDA's final determination shall be in writing and furnished to the grantee.

Project No. 07-21-00001

Actions that result from EDA's final determination, such as the establishment of a debt or claim against the grantee, are not subject to appeal within EDA.

4. Prior to bid advertisement, the grantee shall submit to EDA for approval on Architect/Engineer Agreement meeting the requirements of Section I of the EDA publication "Requirements for Approved Projects". The fee for basic service shall be a lump sum and no part of the fees for other services shall be based on a cost plus percentage of cost or a cost using a multiplier.

Exhibit "B"
October 1, 1978

U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

Public Works and Development Facilities

STANDARD TERMS AND CONDITIONS

For the purpose of these Standard Terms and Conditions, the term (a) "Government" refers to the Economic Development Administration; (b) the term "Assistant Secretary" refers to the Assistant Secretary of Commerce for Economic Development; and (c) the term "Grantee/Borrower" refers to the undersigned recipient of Governmental funds whether receiving a Grant, a Loan, or a Grant and a Loan, under the agreement to which this is an attachment made a part thereof. The work, the facilities and/or the property, real or personal, which is financed wholly or in part by the Government hereby will be referred to as "the Project."

The Public Works and Economic Development Act of 1965 and its amendments are hereinafter referred to as P. L. 89-136.

Some of the terms and conditions herein contain by reference or substance a summary of the pertinent statutes or of regulations published in the Code of Federal Regulations. To the extent that it is a summary, such term or condition is not in derogation of, or an amendment to, the regulation issued by a Federal agency. All statutes or regulations whether or not referenced herein are to be applied as amended on the date they are administered.

A. Statutory Requirements

The Government shall be under no obligation to disburse funds unless the Grantee/Borrower is in compliance with the following requirements:

1. The Grantee/Borrower shall comply, and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable Federal, State, Territorial, and local laws, and in particular the following Federal laws and regulations issued thereunder:
 - a. The Public Works and Economic Development Act of 1965, as amended, P. L. 89-136, 42 U.S.C. 3121, et seq., and regulations, 13 CFR, Chapter III;
 - b. The Davis-Bacon Act as amended (40 U.S.C. 276a-276a (5); 42 U.S.C. 3222, as amended));
 - c. The Contract Work Hours Standards Act, as amended (40 U.S.C. 327-333);
 - d. The Copeland "Anti-kickback" Act, as amended (40 U.S.C. 276 (c); (18 U.S.C. 874));
 - e. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4), Executive Orders 11114, 11246 and 11375, 41 CFR Part 60-4, P. L. 92-65, Section 112, 13 CFR 311.40-43

as amended, regulations issued pursuant to the Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq., when they become effective on or after January 1, 1979, and such other civil rights legislation as is applicable;

- f. The Clean Air Act as amended (42 U.S.C. 7401, et seq.);
- g. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.);
- h. The Endangered Species Act, as amended (16 U.S.C. 1531, et seq.);
- i. The Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451, et seq.);
- j. The Safe Drinking Water Act of 1972, as amended (42 U.S.C. 300f-j9);
- k. The Energy Conservation and Production Act (applicable to construction of new residential and commercial structures) (42 U.S.C. 6801, et seq.);
- l. The Wild and Scenic Rivers Act, as amended (16 U.S.C. 1271, et seq.);
- m. The Historical and Archeological Data Preservation Act, as amended (16 U.S.C. 469);
- n. Executive Order 11990, Protection of Wetlands (May 24, 1977);
- o. Public Law 90-480, as amended, (42 U.S.C. 4151, et seq.) and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein;
- p. Section 504 of P. L. 93-112 (29 U.S.C. 794), and the implementing regulations in 15 CFR Part 15 as soon as such regulations become effective prohibiting discrimination against the handicapped under programs or activities receiving Federal financial assistance;
- q. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646, as amended), (42 U.S.C. 4601, et seq.) and 13 CFR Part 310, as amended;
- r. The Flood Disaster Protection Act of 1973, P. L. 93-234, as amended, (42 U.S.C. 4002, et seq.) and regulations and guidelines issued thereunder by the U. S. Department of Housing and Urban Development and/or the Economic Development Administration;
- s. Office of Management and Budget Circular A-102 or A-110 as applicable (A-102 is applicable to Governmental Grantees. A-110 is applicable to non-governmental grantees);

t. E.O. 11988, Floodplain Management, May 24, 1977, and regulations and guidelines issued thereunder by the Economic Development Administration;

u. National Environmental Policy Act of 1969 (P. L. 90-190); the National Historic Preservation Act of 1966 (16 U.S.C. 470); and Executive Order No. 11593 of May 13, 1971, and all pertinent rules and regulations issued thereunder;

v. The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the implementing regulation in 13 CFR 309.29.

2. If the Project includes sewer or other waste disposal facilities, EDA will not approve final plans and specifications, authorize advertising for bids, or disburse funds until the Environmental Protection Agency has issued a certificate as required by Section 106, P. L. 89-136 (42 U.S.C. 3136).

3. The Grantee/Borrower shall file the certification and agreements required by Section 711, P. L. 89-136, as amended, (42 U.S.C. 3221) 13 CFR 309.7, as amended.

4. Prior to the disbursements by the Government of any loan funds pursuant to this agreement, the Grantee/Borrower must demonstrate to the satisfaction of the Government that funds are not otherwise available on terms which will permit the completion of the project as required by Section 201, P. L. 89-136 (42 U.S.C. 3141).

5. The Grantee/Borrower warrants that the Project will be properly and efficiently administered, operated and maintained as required by Section 604, P. L. 89-136 (42 U.S.C. 3204). Prior to construction completion, the Grantee/Borrower shall submit evidence satisfactory to the Government that sufficient funds are available for requisite capital expenditures necessary to commence operations and to administer, operate and maintain the Project for its useful life.

B. General Requirements

1. The Grantee/Borrower shall comply with the administrative, procedural and policy requirements contained in the current edition of the Economic Development Administration booklet, "Requirements for Approved Public Works Projects", and the applicable regulations of the Economic Development Administration.

2. The Government reserves the right to suspend the grant or loan, and withhold further payments, or prohibit the Grantee/Borrower from incurring additional obligations, pending corrective action by the Grantee/Borrower or a decision by the Government to terminate the grant or loan unless the Project is completed to the satisfaction of the Government.

3. The Government shall have the right to terminate for cause all or any part of its obligation hereunder if:

a. Any representation made by the Grantee/Borrower to the Government in connection with the application for Government assistance shall be incorrect or incomplete in any material respect.

b. The Grantee/Borrower fails to comply with the essential condition of this Agreement, that it shall diligently pursue the development of this Project to ensure completion within the length of time proposed in the Offer. Failure to meet the schedule in the Offer may cause the Government to terminate the Offer of Grant. It is expressly understood and agreed that the Grantee/Borrower shall notify the Regional Director in the event delays occur which substantially affect the accomplishment of the Project.

c. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.

d. The Grantee/Borrower has violated commitments made by it in its application and supporting documents or has violated any of the terms or conditions of this Agreement.

e. Any official, employee, architect, attorney, engineer or inspector of or for the Grantee/Borrower or any Federal, State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising therefrom.

f. The Grantee/Borrower fails to report immediately to the Government any change of authorized representative(s) acting in lieu of or in behalf of the Grantee/Borrower.

4. The obligations hereunder may be terminated for convenience if:

a. Both the Grantee/Borrower and the Government agree that continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.

b. Both the Grantee/Borrower and the Government shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

c. The Grantee/Borrower agrees to incur no new obligations for the terminated portion after the effective date and to cancel or satisfy all outstanding obligations as of that date.

5. The Grantee/Borrower shall have the sole authority and full responsibility, without recourse to the Federal Government or any of its agencies, for the settlement and satisfaction of all contractual and administrative issues arising out of this grant and/or loan.

6. Except for such aspects as, but not limited to, zoning, building permits, and recording requirements, this Grant, Loan or Grant and Loan shall be governed by and construed under Federal law.

7. By acceptance of the Offer of Government assistance, the Grantee/Borrower represents that it has not paid, and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for this assistance.

C. Loan (Bond and/or Note) Requirements

1. Bonds and/or Notes

a. The Grantee/Borrower shall initiate and prosecute to completion all proceedings necessary to the authorization, issuance, and sale of the Bonds and/or Notes to the security thereof. When said proceedings have been completed to the point of, but not including, the delivery of the Bonds and/or Notes to the Government, the Grantee/Borrower may file a requisition requesting the Government to purchase the Bonds and/or Notes. The requisition shall be supported by such data as the Government shall require to determine whether the Government is obligated under the provisions of this Agreement to honor such requisition. If the Government is so obligated, it will purchase the Bonds and/or Notes covered by such requisitions, within the limitations, however, specified in this agreement.

b. The Grantee/Borrower shall furnish the Government a transcript of proceedings for the authorization, issuance, sale and security of the Bonds and/or Notes evidencing that the Bonds and/or Notes, when delivered and paid for will constitute binding and legal obligations payable and secured in accordance with their tenor and that all proceedings for the financing and the acquisition, construction and development of the project preliminary to the delivery of the Bonds and/or Notes to the Government have occurred in due time, form, and manner, as required by law.

c. In the event that the Government, pursuant to its bid, is requested to purchase all or any part of the Bonds and/or Notes, the Grantee/Borrower shall deliver upon closing one or more Bonds and/or Notes in principal amount(s) satisfactory to the Government; registered as to principal and interest in the name of the Government.

d. The Grantee/Borrower agrees that upon ninety (90) days written notice it will, at its own expense, issue in exchange for the Bonds held by the Government, coupon bonds of equal aggregate principal amount in denominations satisfactory to the Government maturing as provided in the Bond Specification which Bonds shall be substantially in the form required by the Government.

e. Simultaneously with the delivery of any Bonds and/or Notes to the Government, the Grantee/Borrower shall furnish to the Government from Bond and/or Note Counsel satisfactory to the Government an opinion which shall express its general approval of all of the Bonds and/or Notes, and specifically and unqualifiedly the Bonds and/or Notes then being delivered to the Government and shall state that said Bonds and/or Notes have been issued pursuant to all requirements of law and that said Bonds and/or Notes, when delivered and paid for, will constitute binding and legal obligations payable and secured in accordance with the tenor thereof and the terms and conditions of this Agreement.

f. The Grantee/Borrower shall include in the proceedings for the authorization, issuance, sale and security of the Bonds and/or Notes, provisions for the payment of the principal of and interest on the Bonds and/or Notes and for the security thereof of the nature required to assure such payment and to safeguard the loan hereunder, including, in case the Bonds and/or Notes are payable in whole or in part from any special sources of revenues, provisions designed to assure the production of such revenues and the application thereof to the extent required for the payment and security of the Bonds and/or Notes and interest thereon, including the maintenance of reasonable reserves.

g. So long as the Government holds any of the Bonds and/or Notes, the Grantee/Borrower shall furnish operating statements for the Project, and any facilities, the revenues of which are pledged to payment of the Bonds and/or Notes, in such form and substance for such periods as may be requested by the Government.

h. The Grantee/Borrower shall during construction and thereafter so long as the Government holds any Bonds and/or Notes, carry insurance, and during construction require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Government may specify with insurance carriers acceptable to the Government.

i. If required by the Government, the Grantee/Borrower will enter into a Trust Agreement designating a bank acceptable to the Government as Trustee and containing such other terms and provisions as may be satisfactory to the Government.

The Trust Agreement shall provide for the payment of all revenues from the Project into an account with the Trustee with provisions for the payment of current expenses therefrom and the transfer of the net remaining funds into appropriate additional accounts for the purpose of providing a maintenance reserve, funds for current bond and/or note service, reserves for bond and/or note service and bond and/or note redemption, all in a manner and form acceptable to the Government. The funds in all such accounts shall be held in trust and shall be secured as required by law for deposit of Government funds.

j. In the event a Trust Agreement is not required by the Government, the Grantee/Borrower may be required by the Government to establish such accounts, perform such duties and comply with such terms and conditions as the Government might ordinarily require of a Trustee in a Trust Agreement.

k. The Grantee/Borrower shall establish such accounts and maintain such accounting procedures as may be necessary or helpful in the accurate accounting for and segregation of Project revenues and for the allocation of expenses, costs of maintenance and overhead.

l. Moneys on deposit to the credit of accounts and funds established and maintained in conformity with the provisions of this Agreement or to fund payments from net revenues may be invested upon request by the Borrower, in direct obligations of, or obligations, the principal of and the interest on which are guaranteed by the U. S. Government. Any interest earned on deposits of grant funds in advance of costs incurred shall inure to the benefit of the Government.

m. So long as the Government holds any of the Bonds and/or Notes, it will waive for such Bonds and/or Notes the noncallable provisions, redemption premiums, and publications and notice of call applicable thereto with respect to the Bonds and/or Notes held by the Government.

n. This Agreement is not for the benefit of third parties, including the holders in due course from time to time of any of the Bonds and/or Notes, and the Government shall be under no obligation to any such parties, whether or not indirectly interested in said Agreement, to pay any charges or expenses incident to compliance by the Borrower with any of its duties or obligations thereunder.

o. As long as the Bonds and/or Notes are held by the Government, the Grantee/Borrower shall not dispose of its title to the Project or to any useful part thereof without first obtaining the written consent of the Government.

p. To the extent of its interest in the outstanding principal amount of the Bonds and/or Notes and the accrued interest thereon the Government shall have a lien on the net revenues of the Project in addition to such other security as is specified in this Agreement.

PORT OF SEATTLE

P.O. BOX 1209 SEATTLE, WASHINGTON 98111

September 6, 1983

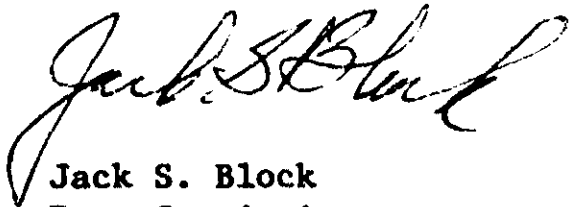
Mr. Henry L. Kotkins, Vice President
Port of Seattle Commission
P. O. Box 1209
Seattle, Washington 98111

Dear Mr. Kotkins:

I will be unable to attend the Port Commission Meeting of September 13, 1983. However, I am familiar with Resolution No. 2910 authorizing the acceptance and execution of EDA Public Works and Development Facilities Offer of Grant in an amount not to exceed \$1,000,000 for the Truck Entrance at Terminal 18 (Project No. 07-21-00001). I consent to Resolution No. 2910 being placed on second reading and final passage.

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

Sincerely,



Jack S. Block
Port Commissioner

gm

PORT OF SEATTLE

P.O. BOX 1209 SEATTLE, WASHINGTON 98111

September 6, 1983

Mr. Henry L. Kotkins, Vice President
Port of Seattle Commission
P. O. Box 1209
Seattle, Washington 98111

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

Sincerely,



Paul S. Friedlander
President
Port of Seattle Commission

gm