RESOLUTION NO. 3395

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 for an expansion of the existing State Route 509/South Access Environmental Impact Statement include to analysis alternative and environmental documentation for inclusion of the Airport Link Roadway and approve cost changes under the Agreement up to a 15% increase in Port share costs; and authorizing a Port contribution of \$236,500.

WHEREAS, the Port of Seattle ("Port"), and other jurisdictions have been studying the a potential south access connection to State Route 509 (South Access) to Seattle-Tacoma International Airport "Airport"); and

WHEREAS, the existing SR509/South Access Environmental Impact Statement ("EIS") is directed by a partnership, funded by the Washington State Department of Transportation ("WSDOT"), the cities of SeaTac and Des Moines, King County, the Port and Sound Transit; and

WHEREAS, in 1997, the Port and the City of SeaTac ("City") agreed to study the South Airport Link ("Airport Link") to consider in detail the Airport end of the proposed South Access connection to State Route 509("SR509")/Interstate 5; and

WHEREAS, the Port and the City have jointly developed alternatives for the Airport Link; and

WHEREAS, further study of the potential impacts of these alternatives is warranted; and

WHEREAS, the South Access Steering Committee has approved addition of Airport Link impacts in the SR509/South Access EIS

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

Section 1. The Executive 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. The Executive Director is hereby authorized to approve changes to the Agreement, including cost increases, so long as such increases do not exceed 15% of the Port's share of costs under the Agreement.

Section 3. Port staff is authorized to take all necessary actions to fulfill the terms of the Agreement including contribution of \$236,500 and staff resources.

Section 4. 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 thereof,
held this <u>25th</u> day of <u>January</u> , 2000, and duly authenticated in open session
by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.
Paise R. Miller
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Fob Misaid
ratricia Jav.
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Port Commission

AGREEMENT GCA 2042 SR 509 SOUTH ACCESS ROAD EXTENSION

7	THIS AG	REEME	TAI	made and ent	ered into thi	is	day of _	,	19	,
betwee	n the S	STATE (OF V	VASHINGTON	I, Departme	ent of	Transportat	ion, acting	by	and
through	the Se	ecretary	of Tr	ransportation,	hereinafter	called	the "STATI	E," and the	Por	rt of
Seattle	acting	by and t	throug	gh the Port of	Seattle Cor	nmissio	on, 2711 Ala	askan Way,	Sea	ittle,
Washin	gton, 98	3121, hei	reinaf	fter called the	"PORT;"			• .		

WHEREAS, the parties referenced above hereto entered into Agreement GC 10392 on November 15, 1995, which provided for STATE to prepare, through its consultants, an alternative analysis and EIS for the extension of SR 509 southerly from its current location to improve access to Seattle Tacoma International Airport, and

WHEREAS, the PORT has requested that the STATE expand the existing study by preparing the alternative analysis and environmental documentation for an additional 1000 feet of the South Access Roadway, and

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 CH2M Hill Inc., hereinafter called the "CONSULTANT" agrees to perform the additional alternative analysis and environmental documentation, as noted in Exhibit "B", Scope of Work, attached hereto and by this reference made a part of this AGREEMENT.

The STATE shall not accept the work of the CONSULTANT without the written approval of the PORT. 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 costs of the work not to exceed a maximum amount of \$236,500.

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 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 a 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 SUPPLEMENTAL AGREEMENT covering said increase.

IV PERIOD OF PERFORMANCE

This AGREEMENT shall commence on the date first written above and shall terminate on June 1, 2001. This AGREEMENT may be extended for a period or periods of time to be agreed upon in a supplement to this AGREEMENT

The STATE, or CONSULTANT, will complete the design work as described in Exhibit "B" by October 6, 2000, unless delays are caused by unforeseen factors, or by the addition of extra work pursuant to Section III of 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:

John H. White, P.E.

Washington State Dept. of Transportation

6431 Corson Avenue South Seattle, WA 98133-9710

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 509 and the South Access Road that is within the project area as defined in Exhibit 'A', for the purpose of performing the work described herein.

VIII

The designated representatives shall use their best efforts to resolve disputes between the 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, judgment, 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 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 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 provisions of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgment, 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
Ву	
Executive Director	Ву
Executive Director	
Date	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Senior Port Counsel	Assistant Attorney General
	PI
Date	Date

EXHIBIT "A" ESTIMATE OF COST

CONCEPTUAL DESIGN INTEGRATION AND DSR Conceptual Design Integration 1 .1 Conceptual Design Integration Subtotal Design Study Report Additional Design Study Report Information 1 H & V Alignment 2 Approximate R/W Limits 3 Drainage Facilities Concepts 4 Structures and Retaining Walls 5 Preliminary Opinion of Cost Technical Documentation and Production Subtotal SUBTOTAL 3 BRIEFS ON NO SIGNIFICANT IMPACT Briefs on No Significant Impact Noise Wetlands Vegetation Section 4(f) Evaluation Social Wildlife Recreation Historical/Guitural Geology and Solis	17 17 6 9 8 21 20 29 111 204 221	\$1,817.33 \$1,817.33 \$1,817.33 \$799.92 \$741.64 \$667.35 \$2,021.68 \$1,956.69 \$2,381.60 \$10,665.46 \$19,234.34 \$21,051.67
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Briefs on No Significant Impact Noise Wetlands Vegetation Section 4(f) Evaluation Social Wildlife Recreation Historical/Guitural	22 8 4 3 2	\$638.68 \$239.78
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Wetlands Vegetation Section 4(f) Evaluation Social Wildlife Recreation Historical/Guitural	8 4 3 2	\$638.68 \$239.78
Vegetation Section 4(f) Evaluation Social Wildlife Recreation Historical/Gultural	4 3 2	\$239.78
Section 4(f) Evaluation Social Wildlife Recreation Historical/Gultural	3 2	
Social Wildlife Recreation Historical/Gultural	2	
Wildlife Recreation Historical/Cultural		\$417.91
Recreation Historical/Cultural		\$224.46
Historical/Cultural	11	\$750.14
	2 5	\$224.46
Geology and Sons	6	\$605.44 \$507.07
Environmental Justice	4	\$597.07 \$636.75
Energy	8	\$751.95
Visual Quality	5	\$658.82
	1	Ψ030.02
Subtotal	80	\$7,002.37
SUBTOTAL	80	\$7,002.37
4 DETAILED ENVIRONMENTAL ELEMENTS		
State-Prepared Elements		******
.1 Hazardous Waste .2 Air Quality	140	\$8,987.64
.2 Air Quality	130	\$7,469.02
Subtotal	070	640 450 00
Land Use and Relocation	270	\$16,456.66
.3 Land Use	20	#2 204 2F
.5 Relocation	39	\$2,894.25
.o Reiocation	87	\$9,132.56
Subtofal	126	\$12,026.81
Economics		•
.4 Economics	89	\$10,271.56
School		640 074 55
Subtotal Water Quality and Fighanian	89	\$10,271.56
Water Quality and Fisheries	205	#00 000 C
.6 Water Quality	295	\$28,333.01
.7 Fisheries	87	\$8,781.01
的现在分词形式的现在分词形式的	382	\$37,114.02

EXHIBIT "A" ESTIMATE OF COST

50 120 120 19	Transportation	100	
BOTTO SERVICE	.8 Transportation	0	\$0.00
STATE OF THE PARTY	.1 Traffic Analyses	916	\$86,505.17
	.2 Input to Energy Analysis	28	\$2,659.19
12.00	.3 Input to Air Quality Model	68	\$7,027.26
		93	*****
NAMES OF STREET	Subtotal SUBTOTAL	1012 1879	\$96,191.63 \$172,060.68
100 100 10	THE SUBTURE WELL AND THE PARTY OF THE PARTY	1075	\$172,000.00
586	DISC. REPORT PREP.& PROD. AND INCORP INTO EIS	470	
12 12 12 1	Discipline Report Preparation and Production		
5	.1 Introductory Sections	24	\$3,418.95
	.2 Report Production	102	\$8,138.55
	.3 Review and Comment	6	\$921.66
	Subtotal	132	\$12,479.15
1	Incorporation into the EIS	54.7	,
6	Incorporation into the EIS	66	\$7,350.79
	Subtotal	66	\$7,350.79
SAMPLE	SUBTOTAL	198	\$19,829.94
7	PROJECT MANAGEMENT		
Vertical State	PM		
	PM	84	\$12,406.53
	Schedule Rev. & Communication	2	\$296.94
	Final Schedule Prep & Communication	2	\$296.94
VENE		8	
	Subtotal	88	\$13,000.41
	SUBTOTAL	88	\$13,000.41
ESCALATION			
Escalation - P	rime		\$2,779.73
	Subconsultants	364	\$692.97
Laudietion			Ψ092.97
The state of the s	SUBTOTAL	111	\$3,472.70
TOTAL	HOURS	2466	\$236,417.76
EINIAL C	2007-		
FINAL	COST: \$236,418		

EXHIBIT "B"Scope of Work

Background

At the request of the Port of Seattle, the SR 509/South Access Road Steering Committee approved inclusion of an additional 1000' of South Access Roadway in the EIS for the SR 509 project. WSDOT subsequently determined that a new Discipline Report addressing all the disciplines would be needed to evaluate the impacts of this additional stretch of roadway. The Port has requested the WSDOT prepare these environmental documents and to conduct conceptual design work via WSDOT Consultants.

The Port of Seattle has developed multiple alternative alignments and options for the link project. It is likely that the least favorable of these will be screened out by the Port. Three alternatives exist that describe the range of feasible alternatives and are adequate for inclusion in the EIS. The consultant will study these three and document the result in a Discipline Report, and later include them in the EIS as South Access Road design options.

Option H0 (P2A) involves connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. Airport local access is eliminated at South 182nd Street and provided at South 170th Street and South 200th Street. Minimal property acquisition is required. Restricted airport access is provided via Air Cargo Road (24th Ave.) at South 188th Street.

Option H2 (P1B) includes connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. Airport local access is eliminated at South 182nd Street and provided at South 170th Street and South 200th Street. In addition local access ramps are provided from the south at South 188th Street. Restricted airport access is also provided via Air Cargo Road (24th Ave.) at South 188th Street. More extensive property acquisition is anticipated

Option H2A (P1D) includes connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. This option is the same as Option H2 (P1B) but does not provide local access at South 188th Street. Restricted airport access is provided via Air Cargo Road (24th Ave.) at South 188th Street. More extensive property acquisition is anticipated.

Project Area

The project area for this supplement scope of work is bounded by S. 188th. Street on the south; SR 99 on the east; the Sea-Tac Airport terminal on the north; and a line 100 feet west of the South Link alternatives.

Significant Work Elements

The following work elements have been identified for this project:

<u>Design Study Report Information:</u> Prepare plans, profiles and R/W maps for the three new Link Alternatives. Show property needs in acres, right of way needs in acres, the parcels affected and the type and number of relocation. Prepare cross sections and show the locations of the structures and retaining walls. Develop opinion of cost for the above described work in 1998 dollars. Incorporate the Link Alternatives design options into the Design Study Report Addendum, the Technical Appendices Addendum and the Revised Plans and Profiles for the EIS Alternatives described in Y-6699 Supplement 3.

<u>Environmental Elements Unlikely to Change:</u> Prepare brief statement in the Discipline Report for the following topics explaining why they will not have a significant effect on the human environment. The Discipline topics are as follows: Noise, Wetlands, Vegetation, Section 4(f), Social, Wildlife, Recreation, Historical/Cultural, Geology and Soils, Environmental Justice, Energy and Visual.

<u>Environmental Elements To Be Addressed In Detail:</u> Address the following topics in the Link Alternative Discipline Report to the same level of detail as the Discipline Reports on the SR 509/South Access Road. The topics include: Hazardous Waste, Air Quality, Land Use, Economics, Relocation, Water Quality, Fisheries (Wildlife).

<u>Traffic Analysis:</u> For the purpose of developing the Transportation section of the Discipline Report the Consultant will conduct a traffic analysis of Alternatives B, C1, C3 and D (4 alternatives) in support of the Transportation Discipline Report, the South Airport Link Discipline Report and the SR 509/South Access Project EIS for the South Airport Link Alternatives. For the purposes of transportation impact analysis, Alternatives C1 and C2 are the same, so no separate analysis of C2 will be conducted. For the purposes of conducting transportation impact analysis, South Airport Link Alternatives H0 and H2 are the same. The primary difference that requires analysis is with or without the proposed local access at S. 188th Street and 28th Avenue S. (ie.: 2 local access options). Another feature that requires new analysis of all alternatives is the proposed closure of local access to International Boulevard at S. 182nd Street. For all alternatives local access is assumed to be provided at South 170th Street. In addition, the

Consultant will perform the traffic analysis needed to develop the Air, Noise and Energy sections of the Discipline Report

<u>Discipline Report Preparation and Production:</u> Twenty-five bound copies of the Report shall be submitted to WSDOT for distribution to the Port of Seattle and other Steering Committee members for review and comment. One unbound copy will be delivered to WSDOT and one to the Port of Seattle. The Report is estimated to contain 30 pages of text including two introductory sections, one 11" x 17" illustration of each of the two options, and up to six 8 ½ " x 11" graphic illustrations of the impacts. Any written comments from the review will be consolidated by WSDOT and, if necessary, revisions to the discipline report information shall be reflected in the Preliminary SDEIS.

Incorporation Into The Environmental Impact Statement: Information from the Discipline Report will be revised as needed, based on comments received from the WSDOT, and included in the Preliminary SDEIS. It is anticipated that inclusion of this material will add 20 text pages to the EIS. Up to six 8 ½" x 11" graphic illustrations of the options and their impacts will be included in the Preliminary SDEIS, SDEIS, Preliminary SFEIS and SFEIS.

<u>Develop Trail Concept Options:</u> Investigate and develop three mixed-use trail options. Including a preliminary cost estimate for each.

<u>Project Management:</u> The consultant will provide oversight and management of staff and subcontractors, and coordinate with INCA/URS Greiner as needed. The cost of conducting the work will be billed separate from the rest of the SR 509/South Access work.

Project Budget

The cost for this Supplement will not exceed \$236,500. Within this budget WSDOT will use State Work Force and consultants to develop the environmental documentation necessary to produce the described Discipline Report. This report shall be to the same level of detail as was the original Discipline Reports.

Project Oversight

WSDOT will compile all written comments from the review and provide a consolidated set of comments to the Consultant. Any necessary revisions to the discipline report information shall be reflected in the Preliminary SDEIS. No revisions to the Discipline Report will be made.

Project Schedule

The development of the Discipline Report can be within approximately 9 Months, which includes the review and revision periods of the draft report by WSDOT, the Port, and the project Steering and Executive Committees.

•	December 6, 1999	Authorization to proceed Supplement 5
•	December 6, 1999	Begin Discipline Reports independent of Suppl. 6
•	March 8, 2000	Authorization to proceed Supplement 6
•	March 8, 2000	Begin Traffic Modeling reliant on Suppl. 6
•	April 17, 2000	Begin Traffic Analysis
•	May 29, 2000	Begin Discipline Reports reliant on Traffic Analysis
	July 7, 2000	Finish Discipline Reports reliant on Traffic Analysis
•	July 10, 2000	Begin Environmental Justice Report
•	October 6, 2000	Final Discipline Report available

Project Deliverables

Items for formal delivery to the PORT will include:

- Two (2) bound copies of the Discipline Report
- One (1) unbound copy of the Discipline Report

AGREEMENT GCA 2042 SR 509 SOUTH ACCESS ROAD EXTENSION

WHEREAS, the PORT has requested that the STATE expand the existing study by preparing the alternative analysis and environmental documentation for an additional 1000 feet of the South Access Roadway, and

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:

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The STATE shall not accept the work of the CONSULTANT without the written approval of the PORT. 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.

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

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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 June 1, 2001. This AGREEMENT may be extended for a period or periods of time to be agreed upon in a supplement to this AGREEMENT

The STATE, or CONSULTANT, will complete the design work as described in Exhibit "B" by October 6, 2000, unless delays are caused by unforeseen factors, or by the addition of extra work pursuant to Section III of 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:

John H. White, P.E.

Washington State Dept. of Transportation

6431 Corson Avenue South Seattle, WA 98133-9710

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 509 and the South Access Road that is within the project area as defined in Exhibit 'A', for the purpose of performing the work described herein.

VIII DISPUTES

The designated representatives shall use their best efforts to resolve disputes between the 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, judgment, 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 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 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 provisions of Title 51 RCW. In the event that any of the PARTIES or combination of PARTIES incurs any judgment, 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	Cray of Stare
Executive Director	
3/14/2000	,
Date	
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Senior Port Counsel	Assistant Attorney General
Marce 6,2000	February 22, 2000
Date	() Date

EXHIBIT "A"

ESTIMATE OF COST

		HOURS	cost
182	CONCEPTUAL DESIGN INTEGRATION AND DSR	608	1
	Conceptual Design Integration		
1	.1 Conceptual Design Integration	17	\$1,817.33
			0.,0
	Subtotal	17	\$1,817.33
	Design Study Report		
2 .1	Additional Design Study Report Information	6	\$799.92
	.1 H & V Alignment	9	\$741.64
	.2 Approximate R/W Limits	8	\$667.35
	.3 Drainage Facilities Concepts	21	\$2,021.68
	.4 Structures and Retaining Walls	20	\$1,956.69
	.5 Preliminary Opinion of Cost	29	\$2,381.60
2	Technical Documentation and Production	111	\$10,665.46
	The state of the s		\$10,005.40
	Subtotal	204	\$19,234.34
en-late between the	SUBTOTAL	221	\$21,051.67
	300101112		\$21,031.07
3	BRIEFS ON NO SIGNIFICANT IMPACT	100	
Taga dayatal ar	Briefs on No Significant Impact		
	Noise	22	¢1 256 24
	Wetlands	22	\$1,256.91 \$638.68
	Vegetation	4	\$239.78
	Section 4(f) Evaluation	3	\$417.91
	Social	2	\$224.46
	Wildlife	11	\$750.14
	Recreation	2	\$224.46
3400 LITTLE E	Historical/Cultural	5	\$605.44
	Geology and Soils	6	\$597.07
The trace of the second	Environmental Justice	4	\$636.75
	Energy	8	\$751.95
	Visual Quality	5	\$658.82
Server Cons			
	Subtotal	80	\$7,002.37
	SUBTOTAL	80	\$7,002.37
4	DETAILED ENVIRONMENTAL ELEMENTS		
4	State-Prepared Elements		
4	State-Prepared Elements .1 Hazardous Waste	140	\$8,987.64
	State-Prepared Elements	140	•
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality	130	\$7,469.02
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal		\$7,469.02
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation	130 270	\$7,469.02 \$16,456.66
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use	130 270 39	\$7,469.02 \$16,456.66 \$2,894.25
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation	130 270	\$7,469.02 \$16,456.66 \$2,894.25
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation	130 270 39	\$7,469.02 \$16,456.66 \$2,894.25
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use	130 270 39	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation	130 270 39 87	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal	130 270 39 87	\$7,469.02
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics	130 270 39 87 126	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics	130 270 39 87 126	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics	130 270 39 87 126 89	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics Subtotal	130 270 39 87 126 89	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics Subtotal Water Quality and Fisheries	130 270 39 87 126 89	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics Subtotal Water Quality and Fisheries .6 Water Quality	130 270 39 87 126 89 89	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics Subtotal Water Quality and Fisheries .6 Water Quality	130 270 39 87 126 89 89	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics .4 Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal	130 270 39 87 126 89 89 295 87	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation	130 270 39 87 126 89 89 295 87 382	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation .8 Transportation	130 270 39 87 126 89 89 295 87 382	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation .8 Transportation .1 Traffic Analyses	130 270 39 87 126 89 89 295 87 382 0 916	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02 \$0.00 \$86,505.17
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation .8 Transportation .1 Traffic Analyses .2 Input to Energy Analysis	130 270 39 87 126 89 89 295 87 382 0 916 28	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02 \$0.00 \$86,505.17 \$2,659.19
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation .8 Transportation .1 Traffic Analyses	130 270 39 87 126 89 89 295 87 382 0 916	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02 \$0.00 \$86,505.17
	State-Prepared Elements .1 Hazardous Waste .2 Air Quality Subtotal Land Use and Relocation .3 Land Use .5 Relocation Subtotal Economics A Economics Subtotal Water Quality and Fisheries .6 Water Quality .7 Fisheries Subtotal Transportation .8 Transportation .1 Traffic Analyses .2 Input to Energy Analysis	130 270 39 87 126 89 89 295 87 382 0 916 28	\$7,469.02 \$16,456.66 \$2,894.25 \$9,132.56 \$12,026.81 \$10,271.56 \$10,271.56 \$28,333.01 \$8,781.01 \$37,114.02 \$0.00 \$86,505.17 \$2,659.19

EXHIBIT "A"

ESTIMATE OF COST

5 & 6	DISC. REPORT PREP.8 PROD. AND INCORP INTO EIS		
	Discipline Report Preparation and Production		
5 .1	Introductory Sections	24	\$3,418.95
.2	Report Production	102	\$8,138.55
	Review and Comment	6	\$921.66
	Subtotal	132	\$12,479.15
	Incorporation into the EIS		
•	Incorporation into the EIS	66	\$7,350.79
	Subtotal	66	\$7,350.79
	SUBTOTAL	198	\$19,829.94
7	PROJECT MANAGEMENT		
	PM		
	PM	84	\$12,406.53
	Schedule Rev. & Communication	2	\$296.94
	Final Schedule Prep & Communication	2	\$296.94
THE RESIDENCE OF THE PARTY OF T	Subtotal	88	\$13,000.41
	SUBTOTAL	88	\$13,000.41
ESCALATION		*	
Escalation - Prime			\$2,779.73
Escalation - Subconsult	ants		\$ 692.97
	SUBTOTAL		\$3,472.70
TOTAL	HOURS	2466	\$236,417.76

FINAL COST:

\$236,418

EXHIBIT "B" Scope of Work

Background

At the request of the Port of Seattle, the SR 509/South Access Road Steering Committee approved inclusion of an additional 1000' of South Access Roadway in the EIS for the SR 509 project. WSDOT subsequently determined that a new Discipline Report addressing all the disciplines would be needed to evaluate the impacts of this additional stretch of roadway. The Port has requested the WSDOT prepare these environmental documents and to conduct conceptual design work via WSDOT Consultants.

The Port of Seattle has developed multiple alternative alignments and options for the link project. It is likely that the least favorable of these will be screened out by the Port. Three alternatives exist that describe the range of feasible alternatives and are adequate for inclusion in the EIS. The consultant will study these three and document the result in a Discipline Report, and later include them in the EIS as South Access Road design options.

Option H0 (P2A) involves connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. Airport local access is eliminated at South 182nd Street and provided at South 170th Street and South 200th Street. Minimal property acquisition is required. Restricted airport access is provided via Air Cargo Road (24th Ave.) at South 188th Street.

Option H2 (P1B) includes connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. Airport local access is eliminated at South 182nd Street and provided at South 170th Street and South 200th Street. In addition local access ramps are provided from the south at South 188th Street. Restricted airport access is also provided via Air Cargo Road (24th Ave.) at South 188th Street. More extensive property acquisition is anticipated

Option H2A (P1D) includes connection of the Airport terminal roadway system (upper drive, lower drive, parking garage) with the South Access Roadway. This option is the same as Option H2 (P1B) but does not provide local access at South 188th Street. Restricted airport access is provided via Air Cargo Road (24th Ave.) at South 188th Street. More extensive property acquisition is anticipated.

Project Area

The project area for this supplement scope of work is bounded by S. 188th. Street on the south; SR 99 on the east; the Sea-Tac Airport terminal on the north; and a line 100 feet west of the South Link alternatives.

Significant Work Elements

The following work elements have been identified for this project:

<u>Design Study Report Information:</u> Prepare plans, profiles and R/W maps for the three new Link Alternatives. Show property needs in acres, right of way needs in acres, the parcels affected and the type and number of relocation. Prepare cross sections and show the locations of the structures and retaining walls. Develop opinion of cost for the above described work in 1998 dollars. Incorporate the Link Alternatives design options into the Design Study Report Addendum, the Technical Appendices Addendum and the Revised Plans and Profiles for the EIS Alternatives described in Y-6699 Supplement 3.

Environmental Elements Unlikely to Change: Prepare brief statement in the Discipline Report for the following topics explaining why they will not have a significant effect on the human environment. The Discipline topics are as follows: Noise, Wetlands, Vegetation, Section 4(f), Social, Wildlife, Recreation, Historical/Cultural, Geology and Soils, Environmental Justice, Energy and Visual.

Environmental Elements To Be Addressed In Detail: Address the following topics in the Link Alternative Discipline Report to the same level of detail as the Discipline Reports on the SR 509/South Access Road. The topics include: Hazardous Waste, Air Quality, Land Use, Economics, Relocation, Water Quality, Fisheries (Wildlife).

<u>Traffic Analysis:</u> For the purpose of developing the Transportation section of the Discipline Report the Consultant will conduct a traffic analysis of Alternatives B, C1, C3 and D (4 alternatives) in support of the Transportation Discipline Report, the South Airport Link Discipline Report and the SR 509/South Access Project EIS for the South Airport Link Alternatives. For the purposes of transportation impact analysis, Alternatives C1 and C2 are the same, so no separate analysis of C2 will be conducted. For the purposes of conducting transportation impact analysis, South Airport Link Alternatives H0 and H2 are the same. The primary difference that requires analysis is with or without the proposed local access at S. 188th Street and 28th Avenue S. (i.e.: 2 local access options). Another feature that requires new analysis of all alternatives is the proposed closure of local access to International Boulevard at S. 182nd Street. For all alternatives local access is assumed to be provided at South 170th Street.

In addition, the Consultant will perform the traffic analysis needed to develop the Air, Noise and Energy sections of the Discipline Report

Discipline Report Preparation and Production: Twenty-five bound copies of the Report shall be submitted to WSDOT for distribution to the Port of Seattle and other Steering Committee members for review and comment. One unbound copy will be delivered to WSDOT and one to the Port of Seattle. The Report is estimated to contain 30 pages of text including two introductory sections, one 11" x 17" illustration of each of the two options, and up to six 8 ½ " x 11" graphic illustrations of the impacts. Any written comments from the review will be consolidated by WSDOT and, if necessary, revisions to the discipline report information shall be reflected in the Preliminary SDEIS.

Incorporation Into The Environmental Impact Statement: Information from the Discipline Report will be revised as needed, based on comments received from the WSDOT, and included in the Preliminary SDEIS. It is anticipated that inclusion of this material will add 20 text pages to the EIS. Up to six 8 ½" x 11" graphic illustrations of the options and their impacts will be included in the Preliminary SDEIS, SDEIS, Preliminary SFEIS and SFEIS.

<u>Develop Trail Concept Options:</u> Investigate and develop three mixed-use trail options. Including a preliminary cost estimate for each.

<u>Project Management:</u> The consultant will provide oversight and management of staff and subcontractors, and coordinate with INCA/URS Greiner as needed. The cost of conducting the work will be billed separate from the rest of the SR 509/South Access work.

Project Budget

The cost for this Supplement will not exceed \$236,500. Within this budget WSDOT will use State Work Force and consultants to develop the environmental documentation necessary to produce the described Discipline Report. This report shall be to the same level of detail as was the original Discipline Reports.

Project Oversight

WSDOT will compile all written comments from the review and provide a consolidated set of comments to the Consultant. Any necessary revisions to the discipline report information shall be reflected in the Preliminary SDEIS. No revisions to the Discipline Report will be made.

Project Schedule

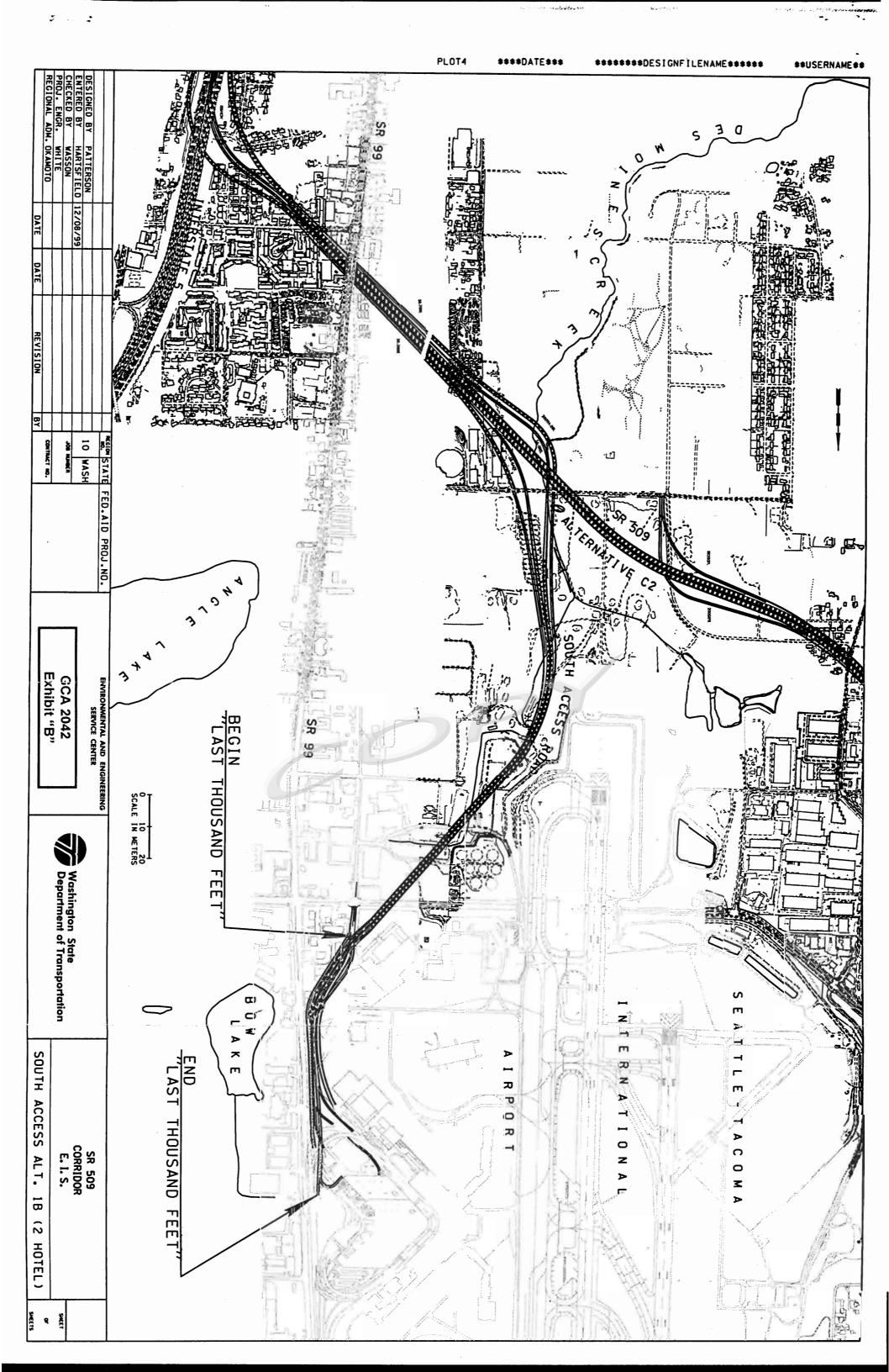
The development of the Discipline Report can be within approximately 9 Months, which includes the review and revision periods of the draft report by WSDOT, the Port, and the project Steering and Executive Committees.

•	March 8, 2000	Authorization to proceed Supplement 6
•	March 8, 2000	Begin Traffic Modeling reliant on Suppl. 6
•	April 17, 2000	Begin Traffic Analysis
•	May 29, 2000	Begin Discipline Reports reliant on Traffic Analysis
•	July 7, 2000	Finish Discipline Reports reliant on Traffic Analysis
•	July 10, 2000	Begin Environmental Justice Report
•	October 6, 2000	Final Discipline Report available

Project Deliverables

Items for formal delivery to the PORT will include:

- Two (2) bound copies of the Discipline Report
- One (1) unbound copy of the Discipline Report



GCA 2042 Supplement No. 1

THIS AGREEMENT, made and entered into this $5\frac{10}{2}$ day of December, 2002, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the Port of Seattle Commission, 2711 Alaskan Way, Seattle, WA, 98121, (hereinafter the "PORT").

WHEREAS, the parties hereto entered into AGREEMENT GCA 2042 on March 16, 2000, which provided for the STATE to expand their existing study of SR 509/South Access Road Extension by preparing the alternative analysis and environmental documentation for an additional 1000 feet of the South Access Roadway, and

WHEREAS, the PORT gave the STATE verbal approval to continue working past the expiration date, and

WHEREAS, it is the desire of the PORT to ratify extension of the termination date of the existing agreement, and

WHEREAS, it is deemed desirable to supplement the original agreement to extend the termination date from June 1, 2001 to December 31, 2002 to perform additional traffic modeling.

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

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Section IV, Period of Performance, of the original agreement is revised to extend the termination date of the AGREEMENT to December 31, 2002.
- 2. All other terms and conditions of the original agreement shall remain in full force and effect except as modified by this Supplement Agreement.

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

PORT OF SEATTLE

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

Mic Dinsmore	Ron Paananen, P.E.
By (print)	By (print)
1- Desinax	A Sylvamane
Signature	Signature
Chief Executive Officer Title	Deputy Regional Administrator Title
12-04-2002	12/5/02
Date	Date
Approved As To Form:	Approved As To Form:
Approved As 10 Form.	Approved As To Form.
TRACI GOOD WIN By (print)	J. W. ATTRIDGE By (print) J. M. attridge
Signature Port Coursel	Assistant Attorney General
Title	Title
Date	marly 22, 200) Date