

RESOLUTION NO. 2527

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the execution of a Grant Agreement covering ADAP Project No. 8-53-0062-06 dated May 8, 1974 between the Port of Seattle and the Federal Aviation Administration, United States of America in connection with the obtaining of Federal aid in the development of the Sea-Tac International Airport.

WHEREAS, the Port of Seattle has heretofore submitted a Project Application to the Administrator of the Federal Aviation Administration dated February 22, 1974 for certain development work at the Sea-Tac International Airport; and

WHEREAS, the Port of Seattle has heretofore authorized the performance of the development work specified in said Project Application, has authorized the preparation of specifications and the bids for such work and will in due course proceed to award of contract for the performance of the work as appropriate, all subject to the approval of the Administrator of the Federal Aviation Administration and to the sharing of the costs by the United States incurred in accomplishing such work as provided in the Grant Agreement set forth below; and

WHEREAS, there has been submitted to the Port of Seattle a Grant Offer covering ADAP Project No. 8-53-0062-06 dated May 8, 1974 by the Federal Aviation Administration to aid the Port of Seattle in the development of the Sea-Tac International Airport:

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

1. That the Port of Seattle shall enter into the proposed Grant Agreement for the purpose of obtaining Federal aid in the development of Sea-Tac International Airport, and that such Agreement is attached hereto, and by this reference incorporated herein.

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2. That the President of the Port Commission be, and he is hereby, authorized and directed to execute said proposed Grant Agreement in quadruplicate on behalf of the Port of Seattle, and that the Secretary of the Port Commission be, and he is hereby, authorized and directed to impress the official of the Port of Seattle thereon and to attest said execution.

3. That the proposed Grant Agreement referred to herein and dated May 8, 1974, is attached hereto and made a part of this Resolution.

ADOPTED by the Port Commission of the Port of Seattle this 14th day of May, 1974, and duly authenticated by the signatures of the Commissioners voting in its favor and the seal of the Commission.

(SEAL)

Henry R. Kottman
Mark W. Kelly
Jack B. Blum
Henry T. Simonson
Carl Fredlund

CERTIFICATE

I, Jack S. Block, duly chosen, qualified and acting as Secretary of the Port Commission of the Port of Seattle, DO HEREBY CERTIFY that the attached is a true and correct copy of Resolution No. 2527 duly adopted by the Port Commission at a special meeting on the 14th day of May, 1974.


Secretary of Port Commission

May 14, 1974

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GRANT AGREEMENT

Part 1-Offer

Date of Offer **MAY 8 1974**

Seattle-Tacoma International Airport

Project No. **8-33-0062-06**

Contract No. **DOT-FAJ4NF-6333**

TO **Port of Seattle, Washington**
(herein referred to as the "Sponsor")

FROM The United States of America (acting through the Federal Aviation Administration, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **February 21, 1974**, for a grant of Federal funds for a project for development of the **Seattle-Tacoma International** Airport (herein called the "Airport"), together with plans and specifications for such project, 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 development of the Airport (herein called the "Project") consisting of the following-described airport development.

Install security fencing (approx. 12,000 L.F.); construct and mark partial parallel taxiway and common cargo area taxiway (approx. 1,600 L.F.); construct cargo apron (approx. 11,000 S.Y.),

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application,

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Development Act of 1970, as amended (49 U.S.C. 1701), 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 the operation and maintenance of the Airport 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, **51.53 per centum of all allowable project costs.**

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

- 1 The maximum obligation of the United States payable under this Offer shall be
\$ **156,439.00**
- 2 The Sponsor shall
 - (a) begin accomplishment of the Project within **sixty (60)** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA.
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Airport and Airway Development Act of 1970, and Sections 152.51-152.63 of the Regulations of the Federal Aviation Administration (14 CFR 152) in effect as of the date of acceptance of this Offer, which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
- 3 The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 152.47 (b) of the Regulations.
- 4 Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 152.65 - 152.71 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 152.71 of the Regulations. Provided, that in the event a semi-final grant payment is made pursuant to Section 152.71 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. 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 June 21, 1974 or such subsequent date as may be prescribed in writing by the FAA.
8. The Sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification, subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

9. The sponsor will send a copy of all invitations for bids, advertised or negotiated, for concessions or other businesses at the airport to the Office of Minority Business Enterprise, 450 Golden Gate Avenue, San Francisco, California 94102, or its place of business as may be designated, and make information about the contracts, contracting procedures and requirements available to OMBE or its designated affiliate and minority firms on the same basis that such information is disclosed and made available to other organizations or firms. Responses by minority firms to invitations for bids shall be treated in the same manner as all other responses to the invitations for bids. Compliance with the preceding paragraph will be deemed to constitute compliance by the sponsor with the requirements of sub-paragraph (a)(1)(x) of Appendix C to Part 21, Regulations of the Office of the Secretary of Transportation.
10. It is understood and agreed by and between the parties hereto that the plans and specifications for this project shall be those plans and specifications approved in writing by the FAA.

11. It is understood and agreed by and between the parties hereto that the Standard DOT Title VI Assurances submitted by the sponsor and dated February 14, 1974, is hereby incorporated herein and made a part hereof by reference.
12. The Federal government does not now plan or contemplate the construction of any structures pursuant to Paragraph 11 of Part III - Sponsor's Assurances of the Project Application dated February 21, 1974, and therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal government under this Grant Agreement. However, nothing contained therein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space and/or cost-free areas or rights for the activities specified in such agreements.
13. It is understood and agreed that Sponsor does not presently own but is in the process of acquiring a 3.8 ± acre tract of land on which a portion of taxiway included in this project is to be constructed. In view of this the parties hereto agree:
 - a. Construction will not begin on this project until Sponsor has submitted evidence satisfactory to the FAA that it has obtained a legal right to enter upon the above mentioned tract for the purpose of proceeding with construction provided, however, Sponsor may proceed earlier but shall have full responsibility, without Federal participation, for any costs incurred which are directly related to unlawful entry onto the premises.
 - b. The United States shall not be obligated to make any payments under this agreement until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to the above mentioned tract.
14. Notwithstanding their inclusion in the plans and specifications of the work to be accomplished hereunder, it is nevertheless, understood and agreed that Bid Items H2, H3, and H4 relating to that portion of the cargo apron to be used only by Flying Tigers is ineligible for Federal participation and shall not be deemed as a part of the allowable project costs.
15. It is understood and agreed by and between the parties hereto that the Sponsor shall provide, without cost, adequate parking accommodations adjacent to FAA technical facilities at the airport for the purpose of parking all official vehicles (government vehicles and privately owned vehicles when used for FAA business) necessary for the maintenance and operation of the facilities. The sponsor shall further provide adequate parking accommodations for all privately owned vehicles of FAA employees engaged in the maintenance and operation of such facilities, at least equal to that provided the employees of the sponsor. However, nothing contained herein shall alter or change the rights of the FAA under any other agreements, now or hereafter made, with the sponsor.

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 said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Airport and Airway Development Act of 1970, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

By *Robert O. Brown*
Robert O. (Bible) Chief
Airports Division, ANW-600

Part II-Acceptance

The **Port of Seattle, Washington** does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof

Executed this *14th* day of *May*, 19 *74*

Port of Seattle, Washington
(Name of Sponsor)

By *Henry R. Rothman*
Title **PRESIDENT**

(SEAL)

Attest *John S. Black*
Title **SECRETARY**

CERTIFICATE OF SPONSOR'S ATTORNEY

I, *James D. Sawyer*, acting as Attorney for **Port of Seattle, Washington**, (herein referred to as the "Sponsor") do hereby certify

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of **Washington**, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof

Dated at *Seattle WA* this *17* day of *May*, 19 *74*.
Title *James D. Sawyer*
Legal Officer