

January 22, 1998

Introduced By: Rob McKenna
Greg Nickels
Larry Phillips

clerk 12/3/97

Proposed No.: 97-713

MOTION NO. **10390**

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A MOTION authorizing the King County executive to enter into an interlocal agreement with the city of Seattle and the Port of Seattle to jointly fund construction of a grade-separated access ramp over the railroad tracks at approximately West Galer Street to serve the marine terminal 88 area for economic development purposes.

WHEREAS, improved access to the vicinity of marine terminal 88 is necessary to retain and expand the operations of the Immunex Corporation and other companies within the city of Seattle and King County; and

WHEREAS, the Immunex Corporation has expressed its intention to remain at the terminal 88 site for the long term; and

WHEREAS, even with improved access to the marine terminal 88 area there could be localized traffic impacts that remain unmitigated; and

WHEREAS, King County Motion 9827, passed April 1, 1996, directed the King County executive to develop in cooperation with the city of Seattle and the Port of Seattle a multi-jurisdictional funding mechanism for transportation access improvements to the terminal 88 area; and

1 WHEREAS, Motion 9827 directed the King County executive to develop criteria to
2 guide the county in making funding decisions regarding regional economic development
3 projects; and

4 WHEREAS, Policy ED-405, adopted in 1996 by the King County council as an
5 amendment to the 1994 King County Comprehensive Plan, establishes guidelines
6 governing the funding of regional economic development projects; and

7 WHEREAS, the funding of the transportation improvements described in the
8 interlocal agreement are consistent with these guidelines; and

9 WHEREAS, King County Ordinance 12909, passed on November 3, 1997,
10 provides for the issuance and public sale of not to exceed \$79,000,000 principal amount of
11 limited tax general obligation bonds; and

12 WHEREAS, Ordinance 12909 contains \$3.2 million for West Galer Street
13 improvements; and

14 WHEREAS, the city of Seattle has executed an employment plan with the
15 Immunex Corporation which targets 124 of the 620 jobs to be created by the project over
16 the next 10 years to residents of Seattle's low-income communities;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

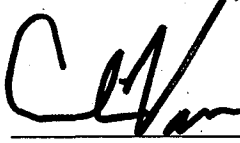
That the King County executive is authorized to enter into an interlocal agreement with the city of Seattle and the Port of Seattle, substantially in the form attached, to jointly fund transportation access improvements approximately at West Galer Street for economic development purposes and to retain and expand the operations of the Immunex Corporation within the city of Seattle and King County at marine terminal 88; and

BE IT FURTHER MOVED:

That the Council of King County requests the city of Seattle make every effort to design improved access to the marine terminal 88 area that preserves the free right turn off Elliott Avenue West without stopping.

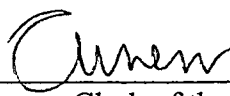
PASSED by a vote of 11 to 1 this 2nd day of February,
1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



VICE Chair

ATTEST:



Clerk of the Council

Attachments:

**TRANSPORTATION ACCESS IMPROVEMENT INTERLOCAL COOPERATION
AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 1997, by and among King County (the "County"), the City of Seattle (the "City") and the Port of Seattle (the "Port").

Pursuant to Chapter 39.34 RCW and in consideration of the mutual promises, benefits, and covenants contained herein, and with the approval of their respective legislative authorities, the parties agree as follows:

ARTICLE 1. - RECITALS

1.1 The City has adopted resolution 29031, which expresses the intent of the City to develop a multi-jurisdictional funding mechanism for transportation access improvements to certain marine terminals and piers for economic development purposes and to retain and expand the operations of the Immunex Corporation ("Immunex") within Seattle and King County.

1.2 Immunex has signed an agreement with the Port, dated July 18, 1994, as amended, to purchase land to construct its corporate headquarters and research and development facility at Terminal 88. The purchase and construction is contingent upon Immunex's satisfaction with commitments by local governments to make certain public improvements to transportation access facilities serving the site and surrounding area.

1.3 The Metropolitan King County Council passed motion 9827, authorizing the King County Executive to work to develop, in cooperation with the City and the Port, a multi-jurisdictional funding mechanism for transportation access improvements to Terminal 88 and the surrounding area.

1.4 Motion 9827 also expressed the County Council's intent to evaluate economic benefits that Immunex's Terminal 88 Project would have on the City, the County, the Port, and the State of Washington. A study has been prepared assessing the fiscal impacts of Immunex at Terminal 88. The study projects incremental direct tax revenues associated with development of Terminal 88 by Immunex having present values of \$16.9 million to the City, \$14.6 million to the County, \$2.0 million to the Port, and \$5.2 million to the State of Washington between the years 2000 and 2015.

1.5 The parties to this Agreement have developed a multi-jurisdictional funding mechanism to finance transportation access improvements to Terminal 88 and the surrounding area. The improvements consist of construction of a grade-separated access ramp crossing four main line Burlington Northern railroad tracks at West Galer Street serving marine terminals 88, 89, 90, and 91 (the "Project"). The total estimated cost of the Project is Twelve Million Five Hundred Thousand dollars (\$12,500,000). The City has appropriated approximately One Million Three Hundred Thousand dollars (\$1,300,000) to start Project design and commence the environmental review process. The City, in

Ordinance 118528, has authorized the sale of general obligation bonds and has appropriated Four Million dollars (\$4,000,000) to carry out the Project on the condition that the City will not proceed with the construction phase of the Project until the Director of Seattle Transportation certifies, by letter to the President of the City Council, that Immunex has completed construction of utilities and site work for its Terminal 88 project. Design and engineering for the Project are scheduled to be completed by the third quarter of 1998 and construction is scheduled to begin promptly after Immunex has completed construction of utilities and site work for its Terminal 88 project. Construction by the City is presently anticipated to begin in the fourth quarter of 1998, and if it begins at that time, construction is scheduled to be completed in the first quarter of the year 2000.

1.6 The City and Port have secured a One Million dollar (\$1,000,000) ISTEPA Grant. The City is actively pursuing a Three Million dollar (\$3,000,000) Economic Development Administration ("EDA") Grant. In addition to the above amounts, the City has agreed to contribute Four Million Eight Hundred Nineteen Thousand Five Hundred dollars (\$4,819,500) to the Project; the County has agreed to contribute Three Million Two Hundred Thousand dollars (\$3,200,000) to the Project; and the Port has agreed to contribute Six Hundred Thousand dollars (\$600,000) to the Project and to allow, pursuant to a future agreement between the Port and the City, the use of rights-of-way or other property rights required for construction, operation and maintenance of the Project.

1.7 As part of the EDA Grant, the City and Immunex are required to negotiate an Employment Plan. Such a Plan has been negotiated and the County's financial support for the Project is provided in consideration of the City undertaking its obligations pursuant to Section 6.1 below.

1.8 Based on the above described funding commitments and employment plan, the parties agree to jointly fund, coordinate, and implement the Project in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 2. - THE PROJECT

2.1 The Project is to construct a grade-separated access ramp over the main-line Burlington Northern railroad tracks at approximately West Galer Street onto an access road leading to marine terminals 88, 89, 90, and 91. The ramp is intended to improve access and allow for the reduction of vehicle/train conflicts and delays caused by train movements at West Galer Street. The ramp is intended to improve emergency vehicle access and facilitate expansion of existing businesses and the development of an additional 29 acres that are currently vacant. The total cost of design and construction of the Project is estimated to be Twelve Million Five Hundred Thousand dollars (\$12,500,000), including One Million One Hundred Thousand dollars (\$1,100,000) of preconstruction costs and Eleven Million Four Hundred Thousand (\$11,400,000) for right-of-way acquisition and construction. Included within the Project are all authorized costs related to the planning, oversight, administration, design, engineering, acquisition, financing and construction of the Project, including overhead.

2.2 The City shall cause the certification referenced in Section 1.5 above to be delivered to the City Council President within forty-five (45) days after Immunex has completed construction of utilities

and site work for its Terminal 88 project. "Construction of utilities and site work" means, for purposes of this Agreement, completion of all the tasks listed in Exhibit 1 hereto. Unless the City has been unable, despite diligent efforts, to obtain all required permits and approvals for the Project, the City shall commence construction of the Project within sixty (60) days after such certification is delivered, but such commencement may be delayed until sixty (60) days after the earlier to occur of (a) the date the County agrees with the correctness of the certification if the County has disputed it, as described in Section 3.3 below or (b) the date the arbitrators finally determine the correctness of the certification if the County has disputed it and the City and County have not resolved the dispute, as described in Section 7.2(b) below. Once construction of the Project commences, the City shall diligently pursue construction and shall cause the Project to be completed within sixteen (16) months from the date when construction is required to commence under this Section 2.2, unless work is terminated pursuant to Section 2.3 below.

2.3 After construction of the Project commences, the City may, in its sole discretion, discontinue work on the Project under Section 3.3, or if and only if any of the following occur: Immunex, as distinguished from an assignee of Immunex, fails to submit a building permit application for Phase 1 of the Immunex headquarters and research and development project, as described in the City's Analysis and Decision of the Director of the Department of Construction and Land Use ("Phase 1"), that is sufficiently complete to meet the requirements of Section 106 of the Seattle Building Code before the expiration of the Master Use Permit for the Immunex project; or Immunex's building permit application for Phase 1 is canceled pursuant to Section 106 of the Seattle Building Code; or Immunex's building permit for Phase 1 expires pursuant to Subsection 106.9 of the Seattle Building Code.

2.4 All real and personal property acquired under this Agreement in the course of carrying out the Project shall be owned by City. Upon the expiration of this Agreement, ownership of real and personal property shall remain with the City.

ARTICLE 3. - TERM/TERMINATION

3.1 This Agreement shall commence on the date first set forth above. It shall terminate on the date that the Project is accepted and receives final approval by the City and all required payments and accountings herein have been made, unless terminated sooner according to the provisions of this Agreement.

3.2 This Agreement shall terminate if construction on the Project has not commenced by June 1, 2003.

3.3 The County will be obligated to contribute funds to the Project as set forth in this Agreement if and only if the Director of Seattle Transportation transmits to the City Council President the certification referenced above in Section 1.5. The City agrees to provide the County written notice at least thirty (30) days prior to the day such certification is expected to be signed. The County will have 14 days following the day the certification is signed and prior to its being forwarded to the President of the City Council to dispute with particularity the correctness of the statements made in the certification. If the County does so dispute, the certification may be forwarded to the President of the City Council,

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but the correctness of the statements made in the certification will be subject to the dispute resolution process described in Section 7.2(b) below. If, pursuant to Section 7.2(b), the arbitrators determine that the City's certification was, or is at the time of the arbitration, materially correct, the County shall comply with its obligations under Section 4.2. If, pursuant to Section 7.2(b) and after taking into account activities during the cure period provided therein, the arbitrators finally rule in favor of the County and determine that the City's certification was and remains incorrect in one or more material respects, the County's financial obligations to contribute to the Project may be canceled by action of the County Council. In that event the City may proceed with the Project or may discontinue or choose not to commence work on the Project, at the City's option.

ARTICLE 4. - PARTIES' FINANCIAL RESPONSIBILITY

4.1 The Port agrees to contribute Six Hundred Thousand dollars (\$600,000) to pay a portion of local Project costs, said funds to be made available to the City within thirty (30) days after the City commences construction of the Project. "Local Project costs" are those currently anticipated costs of the Project not expected to be paid by the Four Million dollars (\$4,000,000) of currently available grants. Total "local Project costs" are Eight Million Five Hundred Thousand dollars (\$8,500,000).

4.2 The County agrees to contribute Three Million Two Hundred Thousand dollars (\$3,200,000) to pay a portion of local Project costs. Said funds shall be made available to the City as follows:

a. Not more than thirty (30) days after receiving the City's first invoice, which shall be sent not sooner than March 1, 1998, the County shall pay the City thirty-eight (38) percent of local Project costs which the City has incurred to the date on which the invoice is sent.

b. Thereafter, the City shall invoice the County no more often than monthly and no less often than quarterly an amount equal to thirty-eight (38) percent of local Project costs incurred to the date of the invoice, until the County's maximum contribution of Three Million Two Hundred Thousand dollars (\$3,200,000) has been paid.

c. Each invoice shall be accompanied by a copy of the City's pertinent monthly cost account report(s). The City will in good faith apportion actual Project costs between grant sources and "local Project costs." The County shall review the invoices and shall notify the City of any disputed amounts within ten (10) days of invoice receipt. The County shall pay the City the invoiced amount or any portion of the stated amount due that is not disputed not more than thirty (30) days after receiving the invoice.

4.3 The City agrees to contribute Four Million Eight Hundred Nineteen Thousand Five Hundred dollars (\$4,819,500) of its own funds to pay a portion of local Project costs, plus any additional funds beyond the amounts agreed to be contributed by the County and the Port, which are necessary to complete the Project.

4.4 In the event the City determines in its sole discretion to discontinue work on the Project as

provided in Section 2.3 above, the County and the Port shall each be responsible for its share of costs incurred through the date the Project is discontinued.

4.5 If the Project is completed and any Project funds contributed by the parties hereto remain unexpended, treating such funds as the first spent, such funds shall be refunded to the parties as follows: the City shall receive fifty-six (56) percent of such funds, the County shall receive thirty-eight (38) percent of such funds, and the Port shall receive six (6) percent of such funds.

4.6 If this Agreement is terminated prior to Project completion, money in the Project Fund will become the exclusive property of the City, after payment to the County or Port of any refunds owing under section 4.5.

4.7 The obligations of the Port and the County to contribute to the funding of this Project are strictly limited to the respective amounts set forth in subsections 4.1 and 4.2 of this Agreement and when such funds are paid in accordance with the provisions of Sections 4.1 and 4.2 above, all funding obligations of the Port and the County will have been fulfilled and neither the Port nor the County will be obligated to pay for or be otherwise responsible for any additional Project costs whatsoever (other than the Port's agreement to allow the use of the rights-of-way or other property rights as described in Section 1.6). The City agrees to assume responsibility for all additional Project costs and further agrees to provide such additional funding as is necessary to complete the Project within the time frame set forth in Section 2.2, unless the City terminates construction pursuant to the terms of this Agreement and all unexpended County and Port Project contributions are refunded. Such additional Project costs shall include, but are not limited to, costs associated with delay, Project changes, increased cost of labor or material, costs necessary to resolve any claims, legal challenges, permit requirements, compliance with any law, rule or regulation, or the availability, withdrawal, reduction, or demand for repayment by any granting entity from which the City receives, plans or anticipates contributions to Project funding, other than the County and the Port.

ARTICLE 5. - PROJECT MANAGEMENT/INDEMNIFICATION

5.1 Project management shall be vested in the City. The City shall be responsible for the procurement of all goods and services necessary for the Project in accordance with all applicable law, rules, regulations, policies, and procedures. The responsibilities of the Port and the County are strictly limited to the payment of money to the City, the use of the Port's right-of-way or other property rights as described in Section 1.6, and indemnity and record retention in accordance with the terms of this Agreement.

5.2 In providing services pursuant to this Agreement, the City is an independent contractor and neither it nor its officers, agents, employees, or contractors are employees of the County or the Port for any purpose. Neither the County nor the Port assumes any responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the City, its officers, agents, employees, or contractors by reason of this Agreement. The City shall protect, indemnify, and save harmless the County and the Port, their officers, agents, and employees from and against any and all claims, costs, and or losses whatsoever occurring or resulting from: (1) the City's failure to pay such compensation,

wages, benefits or taxes; and/or (2) the supplying to the City of work, services, materials, or supplies by anyone in connection with or in support of the Project.

5.3 Neither the Port nor the County shall be financially responsible for any indicated amounts following an audit exception which occurs as result of any negligent or intentional act by the City, and/or the City's failure for any reason to comply with the terms of this Agreement; any law, rule or regulation; or any contract or grant obtained by the City in furtherance of the Project. This Section survives termination of the Agreement.

5.4 Each party shall protect, defend, indemnify, and save harmless the other parties, their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of said indemnifying party, its officers, employees, and/or agents. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. Each party, by mutual negotiation, hereby waives, as respects the other parties only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the indemnified parties incur any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this provision, all such judgments, awards and costs shall be recoverable from the indemnifying party.

5.5 In connection with this Agreement, neither the City nor any party contracting or subcontracting in connection with the Project shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or the delivery of services or any other benefits under this Agreement. The City shall comply fully with all applicable Federal, State, and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to RCW Chapter 49.60 and titles VI and VII of the Civil Rights Acts of 1964.

ARTICLE 6. - EMPLOYMENT PLAN

6.1 The City shall execute the Employment Plan with Immunex, which is attached hereto as Exhibit 2. The City shall comply with its monitoring and reporting obligations pursuant to the EDA Grant and will use its best efforts to assure that Immunex fulfills its obligations under the Employment Plan. The City will provide the County with the results of evaluations of the progress of the Employment Plan, at least annually, whether such evaluations are performed by the City, the City and Immunex together or Immunex alone, if the results are transmitted to the City.

ARTICLE 7. - MISCELLANEOUS PROVISIONS

7.1 Any notice required or permitted to be given pursuant to this Agreement shall be in writing, shall be sent postage prepaid by United States Certified Mail, return receipt requested, to the following addresses unless otherwise indicated by the parties to the Agreement:

103904

To the City: Richard Miller
Senior Bridge Engineer
Seattle Transportation
600 Fourth Avenue
Seattle, Washington 98104

To the Port: Stephen Sewell
Managing Director, Marine Division
PO Box 1209
Seattle, Washington 98111

To the County: Ray Moser
Office of Budget and Strategic Planning
Rm. 420 King County Courthouse
516 Third Ave.
Seattle, Washington 98104

7.2 (a) 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 executive 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.

(b) Any claim or dispute between the City and the County relating to the certification referred to in Section 1.5 which is not resolved within thirty (30) days after the County's objection shall be submitted in writing by the parties to a formal dispute resolution process as described below, and throughout the process the City and the County shall proceed in a timely manner and in good faith to resolve such claims or disputes based on accurate and shared information:

1. Arbitration

Within ten (10) days after the last conference meeting or final exchange of written positions, the City and the County shall initiate binding arbitration in accordance with the following provisions and RCW 7.04 (or any successor provision thereto) or any other method of arbitration mutually agreed to by the City and the County.

2. Generally

All such arbitration shall be conducted before a panel designated in the manner hereinafter provided (the "Panel"). Except as specifically provided for herein, all such arbitration shall be conducted in the City in accordance with the rules of the American Arbitration Association, and the decision of the Panel shall be final and binding upon the Parties. The issues before the Panel shall be limited to those particular items to which the County timely objected under Section 3.3. The costs of the arbitration shall be shared by the City and the County in equal shares.

3. Panel

The Panel shall consist of three (3) persons selected by the City and the County from a list of fifteen (15) construction experts or professionals, which list shall be furnished by the Seattle Chapter of the American Arbitration Association, unless the number of persons on the Panel, or the qualifications of the individuals on the list, are otherwise mutually agreed to by the City and the County. The Panel shall consist of persons who are acceptable to the City and the County. In the event that within fifteen (15) days after the submission of a dispute to arbitration, the City and the County have been unable to agree on a Panel, then representatives of the City and the County shall meet within ten (10) days and the following procedures shall be applicable: The City shall strike the name of a person on the list. Within fifteen (15) minutes thereafter, the County shall strike a name from the list. At no more than fifteen (15) minute intervals thereafter, each party shall strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forgo its turn to strike a name. The last three names on the list shall constitute the Panel.

4. Hearing Date

On appointment of the Panel as provided above, the Panel shall hold a hearing within twenty (20) days after the appointment of the Panel.

5. Pre-Hearing and Hearing

At least ten (10) days prior to the hearing, the Parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the Parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, the Parties shall submit memoranda not to exceed twenty-five (25) pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses. It shall be the County's responsibility in the first instance to provide the Panel with evidence in support of the particulars of the County's objections.

6. Decision

The Panel shall render its decision in writing within thirty (30) days of the conclusion of the hearings. In rendering its decision the Panel shall have full authority to construe and apply the terms of this Agreement, but shall have no authority to add to, or subtract from or otherwise modify or amend the terms of this Agreement. The Panel shall decide that either (a) Immunex has completed construction of those parts of the utilities and site work for its Terminal 88 project that the County in its objection said were not complete, or (b) it has not. If the Panel determines that Immunex has not completed construction of utilities and site work for its Terminal 88 project, the Panel shall further state in what respects that work is incomplete, and, a cure period of ninety (90) days shall follow the Panel's decision. If at the end of that cure period the County does not agree that Immunex has completed the items the Panel found to have been incomplete, the question shall again be submitted to the Panel (with a replacement chosen as set forth in paragraph 3 above for any member of the original Panel who is not able to participate in a hearing within thirty (30) days after the end of the cure period) for the Panel's final decision, which decision shall be rendered within forty-five (45) days of the end of the cure period.

7. Finality of Decision

The decision of the majority of the arbitrators after any cure period shall be final and binding on the City and the County.

7.3 In any action by a party hereto required to enforce this Agreement, the prevailing party shall be entitled to recover, as part of any judgment, its reasonable attorney's fees based on the prevailing rate for attorneys of similar skills, training, and experience in the private sector, and all reasonable costs and expenses incurred as a result of a breach of this Agreement, and of bringing or defending the suit.

7.4. Neither the City, the County, nor the Port shall be obligated or liable hereunder to any party other than each other. No provision herein shall be deemed to create any right or obligation enforceable by a third party nor shall it be deemed to accrue to the benefit of any third party, except, however, that the parties acknowledge that, as described in Sections 1.1 and 1.2 above, Immunex is and will be relying on the parties' undertakings in this Agreement in consummating the purchase of the Terminal 88 land from the Port and commencing construction of its headquarters and research and development facility thereon.

7.5 Each party shall retain for at least six years after Project completion or the earlier termination of this Agreement all records pertaining to the Project, and shall continue to keep those records longer during the pendency of any litigation or audit pertaining to the Project. This Section survives termination of this Agreement.

7.6 This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings, agreements, promises, or other undertakings between or among the parties relating to the subject matter hereof.

7.7 The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any other provisions of this Agreement.

7.8 This Agreement may not be modified or amended, except by written instrument approved by the respective legislative authorities of the parties as may be required. All parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement, unless stated to be such through written instrument approved by the respective legislative authorities of the parties as may be required, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

Approved as to form:
Mark Sidran, Seattle City Attorney

City of Seattle,
NORMAN B. RICE, Mayor

By: _____
Assistant City Attorney

By: _____

Date: _____

Date: _____
By authority of Ordinance _____

Approved as to form:
Norm Maleng,
King County Prosecuting Attorney

County of King,
RON SIMS, King County Executive

By: _____
Deputy Prosecuting Attorney

By: _____
By authority of Motion _____

Date: _____

Date: _____

Approved as to form:
Port of Seattle Legal Department

Port of Seattle
M.R. DINSMORE, Executive Director

By: _____
Senior Port Counsel

By: _____
By authority of Resolution _____

Date: _____

Date: _____

EXHIBIT 1

10390

Utilities and Site Work:

1. Clear site
2. Installation of curb, gutter and sidewalk at W. Galer Street
3. Design and install sanitary sewer, force main, wet well and lift station at W. Galer Street
4. Design and install main water service to site (domestic and fire)
5. Design and install main electrical service to site
6. Design and install underground on-site utility distribution
 - Sanitary sewer
 - Water service (domestic & fire)
 - Electrical service
 - Natural gas
 - Telecommunications
7. Design and permit private on-site roads and fire access
8. Install private on-site roads with temporary road surfaces

For items 2, 3, 4, and 5, "completion" means the applicable City of Seattle department has formally accepted the work. For all other items, "completion" means the property owner has given the contractor a notice of substantial completion.