

GCA 5607

SR520 HEALTH IMPACT ASSESSMENT
PRELIMINARY PLANNING PHASE

1. PARTIES TO THE AGREEMENT

THIS AGREEMENT is entered into by PUGET SOUND CLEAN AIR AGENCY, hereinafter referred to as the "AGENCY," and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "STATE," collectively referred to as the "PARTIES" and individually referred to as the "PARTY."

2. PURPOSE

The purpose of this AGREEMENT is to establish the terms and conditions under which the STATE will pay for the planning phase of the development of a Health Impact Assessment (HIA) pursuant to the requirements of Engrossed Substitute Senate Bill (ESSB) 6099. ESSB 6099 as signed into law requires that an HIA be prepared by the AGENCY in conjunction with the Seattle/King County Department of Public Health for the STATE's "SR 520 bridge replacement and HOV design" project, hereinafter referred to as the "PROJECT".

3. PERIOD OF PERFORMANCE

This AGREEMENT shall become effective on the date last signed below, and will expire on February 15, 2008, unless terminated sooner or extended as provided herein.

4. STATEMENT OF WORK

The planning and initial implementation and analysis stage of this project will further define the roles of individuals, groups, and agencies in the implementation of the HIA and set more specific terms for the HIA. During this stage of the project, further identification of the scope of work will be made for implementation of the HIA by making determinations on the following issues:

- Type of assessment design, objectives, and methods
- Assessment areas for construction phase and completed phase
- HIA workplan including a scope of work, schedule and budget to complete an HIA.
- Costs and resources needed
- Communication plans
- Outputs (reports, presentations)

In addition, initial implementation/analysis of the HIA will begin once the health elements have been identified. This work would include, but is not limited to reviewing literature and published research, convening public meetings, making presentations, and performing other work as deemed necessary to complete the HIA.

5. COMPENSATION

The STATE shall reimburse the AGENCY an amount not to exceed FIFTY THOUSAND DOLLARS (\$50,000) for the actual direct costs of the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this AGREEMENT (hereinafter referred to as "WORK").

The AGENCY shall submit billing invoices to the STATE, not more often than once per month. The monthly billing invoice shall be submitted with supporting documentation, detailing the WORK performed in the form required by the STATE. Invoices must be signed by an authorized representative of the AGENCY, who shall verify that the invoice is accurate, the WORK has been performed, and that the costs

shown have been reasonably incurred in accordance with this AGREEMENT. Each invoice shall be forwarded to the attention of the STATE Program Manager at the address listed in the MANAGEMENT section below.

6. REPORTS

In addition to the reports required by ESSB 6099, the AGENCY shall submit to the STATE interim narrative progress reports at least monthly. The progress reports are to be concise but in sufficient detail to convey the progress on the WORK.

7. MANAGEMENT

The Program Manager for each of the PARTIES shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this AGREEMENT.

The Program Manager for the AGENCY is:

Paul Carr
Puget Sound Clean Air Agency
1904 Third Avenue – Suite 105
Seattle, WA 98101
(206) 689-4085
paulc@pscleanair.org

The Program Manager for the STATE is:

Julie Meredith, PE
SR 520 Bridge Replacement Deputy Project Director
WSDOT – Urban Corridors Office
600 Stewart Street, Suite 520
Seattle, WA 98101
(206) 770-3568
meredjl@wsdot.wa.gov

8. DISPUTES

Disputes arising under this AGREEMENT that cannot be resolved between the Program Managers shall be resolved by a panel consisting of one representative from the AGENCY, one representative from the STATE, and a mutually agreed upon third party. Prior to any meetings with the panel, both PARTIES shall submit a position paper to the panel and the other PARTY at least three weeks prior to the scheduled meeting. The dispute panel shall thereafter decide the dispute with the majority prevailing. The determination of the dispute panel shall be final and binding on the PARTIES.

9. TERMINATION

Either PARTY may terminate this AGREEMENT upon thirty (30) days written notice to the other PARTY. In the event of termination of this AGREEMENT, the terminating PARTY shall be liable only for performance rendered or costs incurred in accordance with the terms of this AGREEMENT prior to the effective date of termination.

10. ENTIRE AGREEMENT

The PARTIES agree that this AGREEMENT is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded.

11. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This AGREEMENT may be changed, modified, or amended by written amendment executed by both PARTIES.

Any requests for changes in the amount of compensation shall be submitted by the AGENCY, along with a detailed justification as to the need for such a change, to the STATE Program Manager at least forty-five (45) calendar days prior to the anticipated execution date.

12. EXECUTION

We, the undersigned, agree to the terms of the foregoing AGREEMENT.

DEPARTMENT OF TRANSPORTATION

Ronald J. Paananen
Signed

Ronald J. Paananen
Printed Name

Program Director 11/20/07
Title Date

~~PUGET SOUND CLEAN AIR
KING COUNTY PUBLIC HEALTH~~

Dennis J. McLerran
Signed

Dennis J. McLerran
Printed Name

Executive Director 1/8/08
Title Date

APPROVED AS TO FORM

Elizabeth Lagerberg
Signature

Elizabeth Lagerberg
Printed Name

AA6 11-9-07
Title Date