

AGREEMENT GCA-5722

**SR 520
BRIDGE REPLACEMENT AND HOV PROJECT
HEALTH IMPACT ASSESSMENT**

THIS AGREEMENT is entered into by and between the **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".

WHEREAS, the SR 520 Bridge is nearing the end of its useful life and is susceptible to damage, closure, or even catastrophic failure from earthquakes, windstorms, and waves, and;

WHEREAS, the STATE must take the necessary steps to move forward with a project to replace the SR 520 Bridge (proposed replacement hereinafter referred to as the PROJECT), and;

WHEREAS, the STATE is currently developing a Draft Environmental Impact Statement (DEIS) outlining several options for the PROJECT, and;

WHEREAS, Engrossed Substitute Senate Bill (ESSB) 6099 requires the Office of Financial Management to hire a mediator to develop a project impact plan for the PROJECT, and;

WHEREAS, ESSB 6099 further requires that said mediator review the STATE's project design plans in the DEIS for conformance with particular legislative goals when developing the project impact plan, and;

WHEREAS, one of the said legislative goals identified by ESSB 6099 is the incorporation of recommendations of a health impact assessment, hereinafter referred to as the HIA, to calculate the PROJECT's impact on air quality, carbon emissions, and other public health issues, and;

WHEREAS, ESSB 6099 states that the AGENCY, in conjunction with the Seattle-King County Department of Public Health, hereinafter referred to as the COUNTY, will conduct the HIA for the PROJECT, and;

WHEREAS, in January of 2008, the PARTIES entered into an agreement, GCA 5607, to develop the planning, initial implementation, and analysis stage of the HIA that defined the roles of the AGENCY, the COUNTY, and the STATE in development of the HIA, and;

WHEREAS, the PARTIES now desire to enter into this AGREEMENT to advance the HIA by completing the assessment and reporting stages for the HIA, and;

WHEREAS, the STATE has agreed to fund costs associated with the development of the HIA, and;

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

1. GENERAL

1.1 The assessment and reporting stages for the HIA will gather literature and community input as needed in order to analyze the health focus areas links and relationships to the PROJECT and minimize, to the extent possible, potential impacts resulting from the PROJECT through contingency planning.

1.2 The AGENCY, in conjunction with the COUNTY, will perform the work required for, and produce the deliverables associated with, the assessment and reporting stages of the HIA, as described in Exhibit A, attached hereto and by this reference made a part of this AGREEMENT.

2. PAYMENT

2.1 The STATE, in consideration of the faithful performance of the work to be done by the AGENCY, agrees to reimburse the AGENCY for the actual direct and related indirect cost of the work identified in Exhibit A, not to exceed a maximum amount of \$129,522.

2.2 An itemized estimate of the cost for work to be performed by the AGENCY is included in Exhibit "B".

2.3 Partial payments shall be made by the STATE, upon request from the AGENCY, to cover its portion of 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 the final payment. The STATE agrees to make payment within thirty (30) days from receipt of billing from the AGENCY.

2.4 The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after completion of the work.

3. AMENDMENT

3.1 Either PARTY may request changes to the provisions contained in this AGREEMENT. Such changes shall be mutually agreed upon and incorporated by written amendment to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

4. DISPUTES

4.1 The designated representatives herein under section 6, NOTIFICATION, shall use their best efforts to resolve disputes between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors 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.

5. EFFECTIVENESS AND DURATION

5.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until December 31, 2008, unless otherwise amended or terminated.

6. NOTIFICATION

6.1 Any notice required or permitted to be given pursuant to this AGREEMENT shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the PARTIES to this AGREEMENT:

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

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

7. TERMINATION

7.1 This AGREEMENT may be terminated by either PARTY upon 30 days advanced written notice. In the event of termination, payment will be made by the STATE for work performed by the AGENCY, up to the effective date of termination.

8. NONDISCRIMINATION

8.1 The AGENCY agrees to comply with all applicable Washington state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

9. RECORDS RETENTION AND AUDIT

9.1 During the progress of the work and for a period not less than three (3) years from the date of final payment by the STATE, the records and accounts pertaining to the project and accounting therefore are to be kept available for inspection and audit by Washington state and/or the Federal Government and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

10. INDEMNIFICATION

10.1 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 own 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 other 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.

10.2 The STATE and the AGENCY agree that their 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 provision of Title 51 RCW.

10.3 In the event either PARTY incurs any judgment, award, and/or cost arising herefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the other PARTY.

10.4 This indemnification and waiver shall survive the termination of this AGREEMENT.

11. ALL WRITINGS

11.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

12. GOVERNANCE

12.1 This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

13. SEVERABILITY

13.1 If any provisions of this AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT. To this end, the provisions of this AGREEMENT are declared to be severable.

14. VENUE

14.1 This AGREEMENT shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and AGENCY 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 King, State of Washington.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest date written below.

PUGET SOUND CLEAN
AIR AGENCY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION


Signed
Dennis J. McLerran
Printed Name
Executive Director 4/15/08
Title Date


Signed
CRAIG J STONE
Printed Name
UCO Administrator 4-16-08
Title Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

LAURIE HALVORSON
By (print)

Signature
GENERAL COUNSEL
Title
4/10/08
Date


Elizabeth Lagerberg
Assistant Attorney General
4-1-08
Date

**GCA 5722
EXHIBIT A
SR 520 HEALTH IMPACT ASSESSMENT
SCOPE OF WORK DESCRIPTION
Puget Sound Clean Air Agency**

Tasks

1. Administer Project and Attend meetings

- a. Administer contract and invoices and provide status reports.
- b. Attend technical work group, steering committee (as needed), and other advisory meetings to continue to analyze and prioritize the health impacts focus areas.
- c. Attend up to eight mediation meetings to understand mediation process and status and provide HIA project updates as appropriate.

TIME FRAME: ongoing

DELIVERABLE: monthly progress reports

*** Public Health and Puget Sound Clean Air Agency is responsible for monitoring own contracting and billing**

2. Assessment of health focus areas

- a. Conduct literature review and analysis for the following health focus areas (agency leading the focus area and writing a summary of results is indicated)
 - i. Air Quality (Puget Sound Clean Air Agency)
 - ii. Physical Activity (Public Health)
 - iii. Noise (Public Health)
 - iv. Safety (Public Health)
 - v. Water Quality (Public Health)
 - vi. Green Space (Public Health)
 - vii. Mental Health (Public Health)
 - viii. Social Capital (Public Health)
 - ix. Emergency Services (Public Health)
 - x. Greenhouse Gases (Puget Sound Clean Air Agency)

The review and analysis may include coordinating with WSDOT and other sources regarding desired data and information related to the SR 520 project and reviewing DEIS community input and comment reports.

The review and analysis for each of the focus areas may include the following tasks:

- Review related health outcome reports
- Summarize key DEIS discipline report comments and findings related to the health focus area, if applicable
- Review related past focus area literature reviews (potential from previous HIAs)
- Search and review other related articles
- Develop logic models for each health focus area, if appropriate
- Write literature review summaries with bibliographies for each focus area and describe connection to the SR 520 project area
- Formulate and prioritize recommendations based on literature reviews and work with the HIA workgroups (advisory, technical and steering groups)

TIME FRAME: April 2008-June 2008

The focus area summaries are due May 1st and merging of the reports will be done by the end of May. Additional editing of the reports may be needed as the draft report with these summaries is reviewed in June-August.

DELIVERABLE: Summary reports for each health focus area with literature review and recommendations for the SR 520 project area. Responsible agency indicated above.

3. Communication and Reporting

- a. Review project status with electeds and agency as appropriate (ONGOING)
- b. Prepare draft HIA report to be reviewed by HIA teams (advisory, technical and steering groups)
TIMEFRAME: June 2008
DELIVERABLE: Draft HIA report
- c. Completion of final HIA report related to assessment process and findings
TIMEFRAME: September 2008
DELIVERABLE: SR 520 HIA report
- d. Presentation of HIA findings to various groups, including agency management, mediation team, legislators)
TIMEFRAME: September – December 2008
- e. Project process evaluation
TIMEFRAME: September – December 2008
DELIVERABLE: Evaluation Summary

- ****Draft and final reports and presentation of findings will be done by Public Health and Puget Sound Clean Air Agency.*** The two agencies will work collaboratively to draft, review and finalize the health impact assessment report. Agencies are responsible for drafting sections for their specific health focus areas (including the literature review and process description). The agencies will work together to determine how the health focus areas will be merged and what additional “theme” sections and/or sections that have cross-cutting potential will be included.

GCA 5722
EXHIBIT B
SR 520 Health Impact Assessment SOW Estimate
Puget Sound Clean Air Agency

Task	HOURS	RATE	SALARY
1. Administer Project and Attend meetings			
a Administer contract, invoices, etc. And provide status reports.			
Project Manager	16	\$54.92	\$878.72
b Attend technical work group, steering committee (as needed), and other advisory meetings to analyze and prioritize the health impacts focus areas.			
Project Manager	40	\$54.92	\$2,196.80
Manager, Air Resources	4	\$64.98	\$259.92
Climate Protection Advisor/Air Resources Specialist	4	\$56.79	\$227.16
c Attend up to 8 mediation meetings to discuss the HIA project, process, and data needs.			
Project Manager	40	\$54.92	\$2,196.80
Climate Protection Advisor/Air Resources Specialist	16	\$56.79	\$908.64
Manager, Air Resources	8	\$64.98	\$519.84
Administration Sub Total	128		\$7,187.88
2. Assessment of health focus areas			
a Conduct literature review and analysis for health focus areas			
i. Air Quality			
Project Manager	160	\$54.92	\$8,787.20
Manager, Air Resources	20	\$64.98	\$1,299.60
Climate Protection Advisor/Air Resources Specialist	20	\$56.79	\$1,135.80
Toxics Advisor/Air Resources Specialist	16	\$50.96	\$815.36
Inventory Advisor/ Engineer II	16	\$55.13	\$882.08
Communications Specialist	4	\$39.22	\$156.88
x. Greenhouse Gases			
Project Manager	40	\$54.92	\$2,196.80
Manager, Air Resources	8	\$64.98	\$519.84
Climate Protection Advisor/Air Resources Specialist	8	\$55.79	\$446.32
Toxics Advisor/Air Resources Specialist	4	\$50.96	\$203.84
Estimated cost for consultant services for greenhouse gas analysis			\$100,000.00
Assessment Sub Total	296		\$116,443.72
3. Communication and Reporting			
a. Review project status with electeds and agency as appropriate			
Project Manager	8	\$54.92	\$439.36
Manager, Air Resources	4	\$64.98	\$259.92
Climate Advisor/Air Resources Specialist	4	\$56.79	\$227.16
b, c Prepare draft HIA and final HIA report			
Project Manager	40	\$54.92	\$2,196.80
Manager, Air Resources	4	\$64.98	\$259.92
Climate Advisor/Air Resources Specialist	8	\$56.79	\$454.32
d. Presentation of HIA findings (to various groups as needed, including agency management, mediation team, legislators)			
Project Manager	8	\$54.92	\$439.36
Manager, Air Resources	4	\$64.98	\$259.92
Climate Advisor/Air Resources Specialist	8	\$56.79	\$454.32
e. Project process evaluation			
Project Manager	8	\$54.92	\$439.36
Manager, Air Resources	4	\$64.98	\$259.92
Other Associated Costs			
Mileage			\$200
Communication & Reporting SubTotal	100		\$5,690.36
			\$200.00
Project Total			\$129,322
			\$200