



King County

Department of Transportation
King County International Airport/Boeing Field
7277 Perimeter Road South
Seattle, WA 98108-3844
(206) 205-0668

 **Sound Insulation Program**

Homeowner's Handbook

November 2008

Revised Edition

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INTRODUCTION TO KCIA'S SOUND INSULATION PROGRAM

Welcome to the Sound Insulation Program of the King County International Airport (KCIA). The Sound Insulation Program is designed just for homeowners like you and is free for homes that qualify. Our goal is to reduce the impact of airport-related noise inside homes. If your home qualifies and you choose to participate, we will work hard to make the process convenient and limit the time you will need to spend. We want this to be a good experience for you.

In this Homeowner's Handbook, you will find useful information and answers to match many of your questions about the program. You'll find a checklist of steps you'll take if you choose to participate in the program, a glossary and sample forms. Please read this handbook before attending any homeowner meetings to help you think of other questions you may have so we can be sure to answer them all.

Background

The King County International Airport launched the multiyear Sound Insulation Program in August 2005. The program is designed to reduce aircraft noise inside single-family residences (4-plex or smaller) within the noise mitigation area. This program is voluntary and free for any qualifying residence. It is funded by the Federal Aviation Administration (FAA) with a 5% match from King County.

The program is managed by the KCIA Noise Program Office which consists of a Sound Insulation Program Manager and Noise Officer. KCIA selected an outside consultant to serve as the Project Manager for the design and construction phases. The Project Manager also works with homeowners, the FAA and King County.

The FAA oversees the program, interprets all relevant federal regulations, and provides grant funds. KCIA must follow FAA regulations. By regulation, the purpose of the Sound Insulation Program is to "reduce the adverse impact of airport-related noise on building occupants or residents." The program "is not intended to compensate for inadequate maintenance, or to bring nonconforming structures up to building code standards, or to improve the comfort or attractiveness of a building, although these benefits may result indirectly from the program." (Airport Improvement Program (AIP) Handbook, U.S. Department of Transportation, Federal Aviation Administration, Order 5100.38C, June 28, 2005, Chapter 8, Section 2, "Noise Compatibility Projects," §812, "Noise Insulation Projects," paragraph a.(2), page 140.)

The Homeowner's Handbook includes general guidelines and identifies responsibilities to help homeowners, KCIA, its agents, employees and contractors to implement the Sound Insulation Program. Later sections of this handbook discuss the program in detail including goals, eligibility for participation, phases and schedules for participation, homeowner participation process, construction process plus all necessary legal forms and homeowner participation forms and documents.

We may update or revise the Homeowner's Handbook to reflect refinements to the Sound Insulation Program based on hands-on experience with implementation.

KCIA will provide homeowners with translation and interpretive services on all required program materials upon request by contacting program staff at 206-205-0668. KCIA also contracts with a firm to provide a multi-lingual telephone number, which is 206-263-9787, to respond to any homeowners' inquiries. Alternate formats are available through King County by calling 206-205-6899 or TTY Relay 711.

Program Goals

The FAA established criteria for noise level reduction (NLR) that must be met for the Sound Insulation Program to receive federal funding. These criteria are defined in the Airport Improvement Program (AIP) Handbook and are focused on homes where outside noise is 65 decibel (dB) day night level (DNL) or greater. The design objective for the program is to achieve an interior noise level of 45 dB in the living space within homes or reduce the interior noise by at least 5 dB to achieve the noise level reduction required by the FAA.

You may refer to the Airport Improvement Program (AIP) Handbook, U.S. Department of Transportation, Federal Aviation Administration, Order 5100.38C, June 28, 2005, Chapter 8, "Noise Compatibility Projects," §812, "Noise Insulation Projects," paragraph b. "Residential Noise Insulation," pages 141 - 142, which describes the requirement to achieve an interior day night level (DNL) of 45 dB in all habitable rooms, and/or provide at least 5 dB in the interior-to-exterior NLR for those residences that qualify for insulation.

The AIP Handbook uses the KCIA's Noise Compatibility Program (NCP) 2008 Noise Mitigation Boundary Map as the basis for exterior noise exposure. This official map (see Appendix) shows the five-year forecast of noise conditions in neighborhoods near the airport.

The AIP Handbook states: "For residences located in areas where exterior noise exposure is 65 dB DNL (or greater), the requisite noise level reduction (NLR) provided by the structure should be at least 20 dB in major habitable rooms. The requisite NLR should be increased commensurate with any increase in exterior DNL above 65 dB DNL. The project design should be based on exterior DNL and the existing NLR in the structure."

Two Steps to Qualify to Participate

There are two steps to qualify for KCIA's Sound Insulation Program:

- 1) Your residence must be **eligible**. To be eligible means your residence:
 - Is located within the noise mitigation boundary on the FAA-approved map (see Appendix)
 - Is a single-family home or a multi-family dwelling of no more than four units
 - Is a legally permitted residential unit
 - Was constructed before October 1, 1998
 - Is not a mobile home

Approximately 1,900 properties are eligible within the noise mitigation boundary. They are located in parts of the Beacon Hill, Georgetown and Allentown/Tukwila communities.

Generally, only primary structures are eligible. Detached out-buildings used as residences, including detached garage apartments, will be considered for inclusion in the Sound Insulation Program only if the unit is finished, is occupied as a permanent residence, and otherwise complies with all applicable building codes, land use regulations and zoning ordinances. Manufactured homes will be considered on a case-by-case basis.

2) Then, to **qualify**, your eligible residence must:

- Have inside noise of greater than 45 dB DNL caused by noise from aircraft in at least one habitable room (room that is used as living space). Program staff will contact homeowners in writing to confirm if their residence has been qualified for participation in the program.

Typical Sound Insulation Improvements

Improvements will be designed to reduce noise inside each qualifying home and may include some combination of the following:

- Replacement of windows in habitable rooms with acoustically rated units
- Replacement of hollow-core exterior doors
- Installation of secondary storm doors
- Installation of a continuous positive ventilation system for residential units without a system or retrofit of an existing positive ventilation system if obsolete
- Provision or enhancement of thermal insulation in attics
- Installation of chimney caps
- Provision, replacement and/or enhancement of weather-stripping and/or caulking

Phases and Schedules for Participation

KCIA's Sound Insulation Program has three phases (which may overlap) and will continue for 10 to 12 years. The program, including the schedule and number of participants, depends on FAA funding.

Phase I – 10 Home Pilot Program (2007-2008) – Implement a pilot project to sound insulate ten (10) homes with exterior noise of 72.5 dB DNL or greater. Pilot homes will be sample tested after insulation improvements are installed to confirm that noise has been reduced by at least 5 dB. Testing will allow us to determine the effectiveness of the sound insulation treatments in meeting FAA requirements.

Phase I – Next 317 Homes (2008-2010) – Sound insulate approximately 317 qualified homes with exterior noise of 69.0 to 72.4 dB DNL.

Phase II – Noise test to determine qualification and sound insulate qualified homes with exterior noise of 65 to 68.5 dB DNL.

Phase III – Noise test and sound insulate qualified homes with exterior noise of 64.5 dB DNL and below.

On April 9, 2007, the Airport Roundtable, comprised of community members and aviation representatives approved a system to determine the order qualified homes will receive sound insulation improvements. The order is based on noise decibel levels, working from areas of highest to lowest noise exposure. For example, residences with exterior noise of 70 dB DNL will be insulated before homes within the 65 dB DNL contour or, in other words, “the noisiest homes first.”

It may not be possible to insulate all the qualified residences with identical exterior noise levels in the same year due to limited grant funds. To achieve equal participation among neighborhoods with identical levels of outside noise, the number of residences in each neighborhood will be chosen to match the proportion of homes in that noise level overall. For example, there are 69 homes with an exterior noise of 69 dB and 46 are in Georgetown, 6 in Tukwila and 17 in Beacon Hill. In our example, the total number of homes with a 69 dB to be sound insulated in that construction season will be 66% in Georgetown, 9% in Tukwila and 25% in Beacon Hill. Another factor in scheduling homes with the same exterior noise level is to schedule in an order that is efficient for construction.

Homeowners will be responsible for participating in each step of the program. For a discussion of each step, please see the next section.

Residences that are ready-to-go will be first in line to have sound insulation products installed. To be ready-to-go, a residence must meet FAA qualifications, have all of the homeowner’s legal forms and program documents complete including the King County Sound Insulation Program Contract and Avigation Easement forms and have no structural deficiencies identified in the residence

All homeowners who participate in the program are required by state law to sign an avigation easement per State of Washington RCW 53.54.030(3). The Avigation Easement grants KCIA the right of flight over and near your residence. The Program requires homeowner(s) to convey and grant to King County, a permanent and nonexclusive easement for the free and unobstructed use and passage of all types of aircraft through the airspace over or in the vicinity of the property, without limit as to frequency, type of aircraft and proximity. An Avigation Easement is perpetual and is attached to the title of the property for the benefit of King County or its successor interest as owner and operator of the airport.

Prior to beginning the final phase, if funding is available, KCIA will contact all homeowners of residences who qualified but decided not to participate earlier. Homeowners will be given a set number of business days to notify KCIA if they desire to participate in the final phase. Homeowners who do not notify KCIA within that time will not be included in the final phase of the Sound Insulation Program.

Administrative and Implementation Roles and Responsibilities

A number of organizations will be involved in implementing King County’s Sound Insulation Program, including:

King County International Airport maintains and staffs the Sound Insulation Program Office. Staff manages the program and handles day-to-day implementation. KCIA provides the local share of the funding, which represents 5% of the overall program cost. Money for KCIA's share comes from airport rates and charges paid by airport users. No local tax revenue is used to fund this Program.

King County Airport Roundtable is made up of people representing aviation-related businesses and communities interested in airport issues. The Roundtable is an advisory board that makes recommendations to airport administration, the King County Executive and the King County Council. The Roundtable assigned their community representatives from Georgetown, Beacon Hill, Skyway and Tukwila to serve as the Roundtable's primary contact with the Sound Insulation Program. The Roundtable reviews the Sound Insulation Program Policies and Procedures Manual and other relevant materials.

Federal Aviation Administration (FAA) provides the majority of funding for the Sound Insulation Program, which is projected to be 95% of the overall program cost. It is anticipated that the FAA will provide federal grants through the Airport Improvement Program to fund its portion of the Program's costs. KCIA annually applies for grant funds and FAA approves the goals and expenditures each federal fiscal year. Sample noise testing and home survey and inventory consultant(s) gather the information used to determine which homes qualify for sound insulation improvements. Consultants have surveyed and inventoried all homes within the 65 and 74 dB DNLs. Residences located in the 69-74 dB DNL were sample noise tested and FAA qualified these homes as Phase I. The consultants were selected using King County's competitive bidding process.

Architectural & Engineering (A&E) Consultant(s) design the sound insulation improvements for each qualifying home. The A&E consultants assess and evaluate each home, design the sound insulation modifications, prepare plans and specifications, and assist in preparing the construction bid documents. The A&E consultants manage the construction contractors, and are the agent for day-to-day coordination and communication between the contractors and the homeowner. The A&E consultants are responsible for all building code enforcement and permitting requirements in conjunction with the building construction contractor(s). The consultant(s) are selected through King County's competitive bidding process.

Construction Contractor(s) perform sound insulation improvement work on qualified residences. The construction contractor's work with the A&E consultant to ensure all building code enforcement and permitting requirements are met. The construction contractor(s) are selected using King County's competitive bid process.

Contact Information

Sound Insulation Program Office
King County International Airport at Boeing Field
7277 Perimeter Road South – Main Terminal Building, Second Floor
Seattle, WA 98108-3844
www.kingcounty.gov/transportation/kcdot/Airport/NoiseManagement/SoundInsulation.aspx
Phone: 206-205-0668
Fax: 206-296-0190
Office Hours: 8:00 a.m. to 5:00 p.m. Monday-Friday (evenings by appointment)
Airport Reception Desk Phone: 206-296-7380

Program Staff:

- Sharyn Parker, Noise Officer and Program Manager, 206-296-7437, sharyn.parker@kingcounty.gov
- General Information, 206-205-0668, KCIA.Soundinsulation@kingcounty.gov

Driving Directions:

From I-5 Southbound

- Take Albro/Swift Exit #161
- Turn right at light onto Albro
- Turn right at light onto Stanley
- Bear right through next two intersections onto Airport Way
- Take Airport Way to main entrance to King County International Airport
- Turn right at blue King County International Airport sign
- Terminal Building is a two-story red brick building with clock, flag pole and arched entrance
- Parking is free – Use Lot A

From I-5 Northbound

- Take Airport Way Exit #158
- Cross over I-5 and bear right onto Airport Way off of the overpass
- Take Airport Way to main entrance to King County International Airport
- Turn left at blue King County International Airport sign
- Terminal building is a two-story red brick building with clock, flag pole and arched entrance
- Parking is free – Use Lot A

STEP-BY-STEP THROUGH THE SOUND INSULATION PROCESS

KCIA Program staff will help you throughout the process. You will review written materials, attend meetings, allow site and evaluation visits and participate in a two-week period of construction activity in your home.

The Sound Insulation Program Office hours are 8 a.m. - 5 p.m. Monday through Friday and appointments will normally be scheduled during those hours. Some program briefing sessions and Homeowner appointments will be scheduled during evening hours for the convenience of Homeowners. The Sound Insulation Program's main phone number is 206-205-0668. If the Program staff members are not available when you call, please leave a message and your call will be returned as soon as possible.

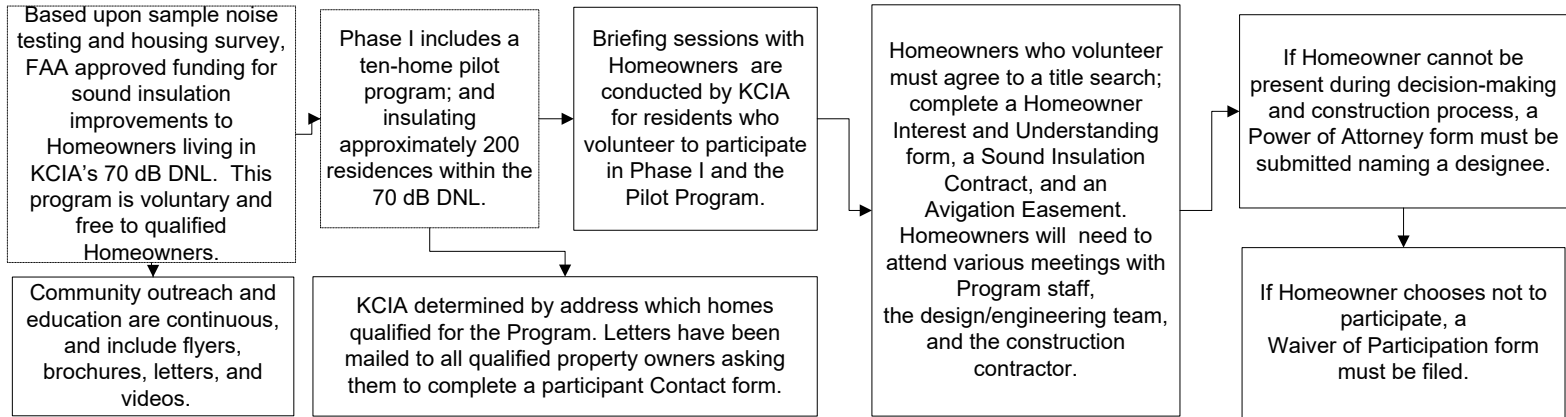
On the following pages you will learn more about your role (if your home has qualified) including the various documents that you will need to sign so that KCIA may sound insulate your home.

Homeowners will be responsible for participating in each step of the program. There are eight steps to the program as outlined on the checklist below. Please use this checklist to keep track of your responsibilities through the process. Each step is described later in this Homeowner's Handbook.

HOMEOWNER'S RESPONSIBILITIES CHECKLIST

- | | √ When Complete |
|--|--------------------------|
| 1. Attend Homeowner Briefing
Date _____ Time _____
Location _____ | <input type="checkbox"/> |
| 2. Submit Signed Statement of Interest and Understanding
OR Submit Signed Waiver of Participation | <input type="checkbox"/> |
| 3. Complete Evaluation and Design Visits | <input type="checkbox"/> |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |
| 4. Approve Scope of Work | <input type="checkbox"/> |
| Submit Signed Program Contract and Avigation Easement | <input type="checkbox"/> |
| 5. Meet with Contractor and Coordinate Construction Start | <input type="checkbox"/> |
| 6. Coordinate Final Inspection and Sign Punch List | <input type="checkbox"/> |
| 7. Submit Signed Receipt for Operation and Maintenance Manual | <input type="checkbox"/> |
| | <input type="checkbox"/> |

General Program Information

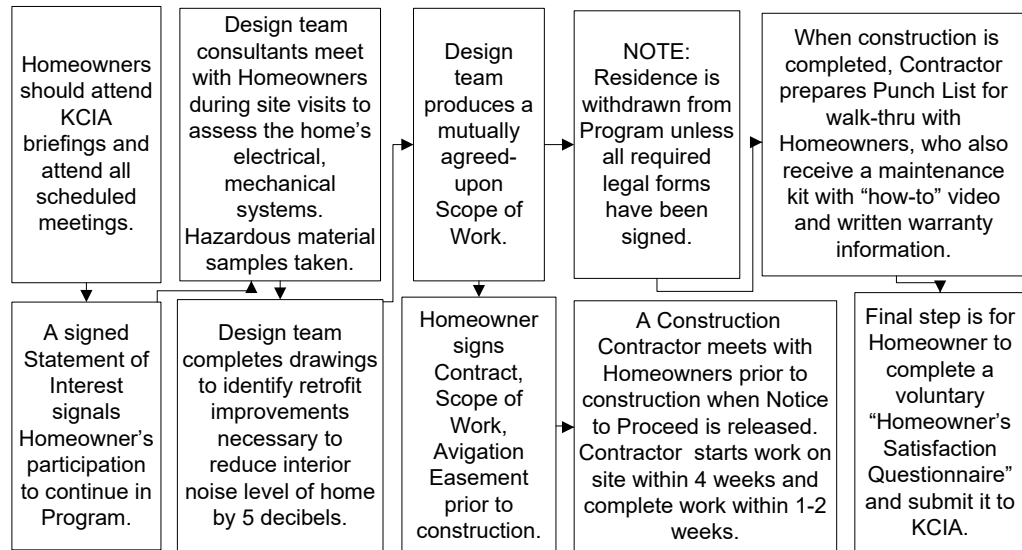


Sound Insulation Program

Actions To Complete the Process

**King County International Airport (KCIA)
Homeowner Participation Process
January 2008**

NOTE:
Noise mitigation package may include windows, door retrofits, chimney cap, and improvements to ventilation system.



Step 1

Attend Homeowner Briefing

KCIA will notify you in writing if your home is qualified. Participation in the program is voluntary and is free to the Homeowner.

You will be invited to attend a Homeowner Briefing, lasting about 1-1 ½ hours. **Please write the day and time of your Homeowner Briefing on your Homeowner's Checklist.** At this briefing, KCIA will explain the Sound Insulation Program goals and procedures for sound insulating your home. Homeowners will be able to view product samples, such as windows that will be used in the program and may be installed in your home.

We also will review documents that all homeowners will need to sign. We will be happy to answer any questions you may have at this meeting. At the end, you should be familiar with the program and your responsibility as a Homeowner.

Please read this Homeowner's Handbook and contact us with your questions about the program.

During the briefing we will cover the following topics:

1. Introduction of Program staff and design team members
2. Description of the process from start to finish
3. Descriptive explanation of noise insulation products
4. On-site display of sound insulation products; i.e., windows, storm door, ventilation system
5. A review of required paperwork and legal documents
6. A question and answer forum

If you cannot attend a scheduled homeowner briefing, you need to contact the Program Office at 206-205-0668 as soon as possible to make other arrangements to receive a briefing. If we are not available when you call, please leave a message with the following information:

1. Your name
2. Your property's address
3. A contact telephone number

Your call will be returned as soon as possible. Inability to attend a briefing or meet with Program staff within a timely period (one-two weeks) will result in your residence being included in a later construction cycle.

Please Note: If your schedule will make you unavailable to meet with us for any three-week period during the process, please choose someone you trust to work with us and act on your behalf. You must sign a Power of Attorney form (see Appendices) and have it notarized.

Step 2

Submit Signed Statement of Interest and Understanding OR Waiver of Participation

To participate, you must sign the Statement of Interest and Understanding form within one-two weeks after being contacted. The form gives KCIA permission to obtain a title report of your property and to develop a recommendation for reducing interior noise levels within the residence. It also gives us permission to visit your home to determine what is required to lower noise levels and develop a Scope of Work detailing specific plans and specifications. We will then discuss them with you for your approval.

(If for any reason, you are not interested in participating in the Sound Insulation Program, you will be asked to complete a Waiver of Participation form. A homeowner can re-enter the program by contacting the Program Office.)

It only takes a few minutes to complete the Statement of Interest and Understanding form.

This document does not require the signature of all legal owners of the property. All legal owners will be required to sign final documents later, once a commitment has been made to sound insulate.

Share or review any particular items of concern in this handbook with your family, attorney or anyone else you deem appropriate. Please return either the Statement of Interest and Participation form or the Waiver to Participate form to our office within ten (10) business days of the briefing. This will enable us to determine and schedule workloads.

After you have signed the Statement of Interest and Participation form, the Program Manager will order a title report on your property for the purpose of verifying ownership and to determine if there are any other parties with a financial interest in the property.

PLEASE NOTE: If we have not received your signed Statement of Interest and Understanding within ten (10) business days of the Homeowner briefing you attended or received the form in the mail, we will assume you are not interested in proceeding with the program and your residence will be assigned a deferred status. The Program Manager will confirm in writing the Homeowner's request to defer participation in the program.

WAIVER OF PARTICIPATION: Prior to initiation of the final phase of the Sound Insulation Program, all Homeowners who deferred participation in prior phases will be contacted and informed of a final opportunity to participate, subject to funding and/or program limitations at the time. Homeowners will be given a set number of days from the date of this contact to notify KCIA of their desire to participate in the final phase. Homeowners who do not notify KCIA within this time frame will be automatically withdrawn. KCIA will confirm this withdrawal in writing. Homeowners will have no further opportunity to participate.



King County

Department of Transportation
King County International Airport
Sound Insulation Program

King County's Statement of Interest and Understanding

Homeowner(s) _____
(Please Print Name)

Mailing Address _____ City _____

State _____ Zip _____ Parcel ID # _____
(Filled in by KCIA staff)

Property Address _____
(If different from above)

Daytime Phone _____ Evening Phone _____

Cell Phone _____ Email _____

Description of Sound Insulation Program. On June 21, 2005, the Federal Aviation Administration (FAA) approved King County International Airport / Boeing Field's (KCIA's) FAR Part 150 Noise Compatibility Study. The Study included recommendations to develop and implement a Sound Insulation Program, when economically feasible, for eligible single-family residences (4-plex or smaller) within KCIA's Noise Mitigation Boundary. The Sound Insulation Program is voluntary; and is funded with FAA and Airport funds following federal guidelines for qualification.

In August 2005, the Airport launched a multi-year Sound Insulation Program designed to reduce indoor noise from aircraft within the highest decibel noise impacted areas for single-family residences (4-plex or smaller). Applying FAA regulations, the Program installs sound insulation treatments for qualifying residences experiencing the highest level of aircraft noise as determined by day-night-level (DNL) noise modeling.

The Sound Insulation Program is managed for King County through KCIA's Noise Program Management Team which consists of a Sound Insulation Program Manager and Noise Officer. King County is responsible to implement a Pilot Program for ten homes located within the noisiest noise contours. The goal of the Pilot Program is to determine the effectiveness of the sound insulation treatments recommended and installed by Contractors and to meet FAA's mandated Noise Level Reduction* requirements. The Pilot Program will also serve as a staging mechanism to prepare for follow-on phases of the Program. Post-construction noise testing will be conducted on selected residences to confirm interior noise levels have been reduced by 5 decibels.

1. Execution of Documents. Homeowner(s) understands that the property and improvements (Premises) described are qualified to participate in King County's Sound Insulation Program. Homeowner(s) also has been informed that there are other legal forms necessary to sign at specific phases of the Program in order to have sound insulation products installed, including but not limited to, a Contract and an Avigation Easement (*samples*

** Noise Level Reduction is the difference between the levels of outdoor to indoor noise achieved by acoustical design and equipment improvements to the home's structure.*

attached) prior to construction work commencing. If Homeowner(s) fails to sign any of these documents, Homeowner(s) understands they are considered withdrawn from Program participation.

2. Review written materials and attend meetings. Homeowner(s) further agrees to review all written materials offered by King County regarding this Program and to attend all relevant meetings consistent with Program participation.

3. Scope of Work. Based upon the information obtained by the King County's Program Contractors, a Scope of Work will be developed describing construction preparation and product installation of noise remedy materials and equipment. Homeowner(s) understands that failure to agree upon a final Scope of Work within twenty (20) working days following preparation, Homeowner(s) is considered withdrawn from the Sound Insulation Program.

4. Avigation Easement. In consideration of King County's agreement to assist with certain modifications and installations on the Premises for noise remedy purposes, and as required by State of Washington RCW 53.54.030(3), Homeowner(s) must convey and warrant to King County, a permanent and non-exclusive Easement for the free and unobstructed use and passage of all types of aircraft through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. An Avigation Easement is perpetual in nature and shall bind and attach to the title of the property for the benefit of King County or its successor interest as owner and operator of the Airport.

5. Title Search. King County will perform a title search on the Premises (*described on page 1*). There is no charge to Homeowner(s) for the title search of their property.

6. Lender's Consent. Homeowner(s) shall, at King County's request, obtain the signed agreement of any lien holders who have a lien on the Premises to subordinate their interests to the Avigation Easement.

7. Access to Homeowner(s)' Premises. At reasonable times and upon not less than forty-eight (48) hours notice, Homeowner(s) agrees to be present (or to have a Power of Attorney representative present) to grant King County and its Contractors access to the Premises to perform, supervise, or inspect work. Homeowner(s) shall permit King County and its Contractor's minimal use of Homeowner's utilities, such as light, heat, power and water, necessary to install sound insulation improvements at the Premises at no cost to King County or its Contractors.

8. Repair of Premises. King County reserves the right to require Homeowner(s) to repair or remedy any condition on the Premises that might affect the installation or effectiveness of sound insulation measures as a condition of Program participation. In the event Homeowner(s) fails to repair identified deficiencies within a reasonable and mutually agreed-upon time, Homeowner(s) shall be considered withdrawn from participation in the Sound Insulation Program.

9. Hold Harmless. A "Hold Harmless" provision is included in the Contract that Homeowner(s) must sign. This provision describes the limits of liability and expense that Homeowner(s) agrees to grant King County in connection with all claims, suits and actions brought against it, by any person or entity as a result of or on account of actual or alleged injuries, or damages to any persons; entities, and/or property received or sustained, or alleged to have been received or sustained, in connection with or as a result of any work undertaken as part of this Program. It is important that Homeowner(s) understands and secures, if desired, legal assistance at Homeowner(s)' expense prior to signing the Program Contract and Avigation Easement (*samples attached*).

10. Language and Interpretive Services. King County will provide Homeowner(s) with translation and interpretive services on all required program materials upon request.

11. Noise Reduction Limitations. By installing sound insulation improvements into qualifying Premises, King County's goal is to achieve a 5 decibel (dB) reduction in the interior noise level of habitable rooms consistent with FAA regulations. Notwithstanding any warranties provided by manufacturers or Contractors, King County does not guarantee any additional specific reduction, or absence, of aircraft noise.

12. Cooperation. Homeowner(s) agrees to cooperate fully with King County during this Program (and to insure the cooperation of tenants, if any). If Homeowner(s) fails to cooperate or falsifies and/or modifies any King County documents, then Homeowner(s) will be withdrawn from the Program.

13. Power of Attorney. If more than one person holds a share of the title to the Premises, a Power of Attorney form provided by King County may be executed to designate one person to act on behalf of the others during all phases of the Program. If a representative or agent is to act in Homeowners behalf with regards to the Program, the Power of Attorney form must be executed and submitted designating the representative or agent.

14. Designated Representative of Corporate Homeowner. In the event a corporate or government entity owns the Premises, King County must be provided with the name, address, and telephone number(s) of a single contact representative to sign all required documents and to act as the responsible party designated to be present during construction phases of this Program.

15. Entire Agreement. Homeowner(s) read and understands this document.

DATED this _____ day of _____, 20_____.

ON BEHALF OF HOMEOWNER(S)

_____	_____
(Homeowner's Signature)	(Homeowner's Printed Name)
_____	_____
(Homeowner's Signature)	(Homeowner's Printed Name)
_____	_____
(Homeowner's Signature)	(Homeowner's Printed Name)

ON BEHALF OF KING COUNTY INTERNATIONAL AIRPORT

(King County Program Manager Signature)

(Printed Name)

(Date)

Please complete this Statement of Interest and Understanding form and return it to the Sound Insulation Program in the stamped, pre-addressed envelope provided.



King County

Department of Transportation
King County International Airport
Sound Insulation Program

King County's Waiver of Participation

Homeowner(s) _____ hereby waives participation in
(Please Print Names)

The Sound Insulation Program (Program) and releases King County International Airport (KCIA) from any and all obligations previously agreed to between Homeowner(s) and King County.

Homeowner(s) may be held responsible for costs of sound insulation, including but not limited to, construction, labor, administration, and materials (including window or door costs) incurred by King County. Homeowner(s) recognizes that a lien may be recorded against Homeowner's (s') real property and improvements for costs incurred by King County or by its Agents or Contractors, and agrees to indemnify and hold harmless King County from all third-party claims asserted against King County.

Homeowner(s) understands that requests to re-enter the Sound Insulation Program must be made ***in writing***, and is contingent upon available funding.

(Homeowner's(s') or Designee's Signature) (Date)

(Please Print Name(s) of Homeowner(s) or Designee)

(Parcel ID #) (Property Address)

(Mailing Address *if different*) (Daytime Phone)

Submit this completed form by mailing it to

King County International Airport
Sound Insulation Program
7277 Perimeter Road South
Seattle, WA 98108-3844

Or fax to 206-296-0190, Attention: Sound Insulation Program

Step 3

Complete Evaluation and Design Visits

After you have returned your signed Statement of Interest and Understanding form to the KCIA Sound Insulation Office, we will contact you to schedule appointments for the design visits to develop a Scope of Work (architectural plan and specifications) for your home. The KCIA design/engineering team will determine if one, two or three visits are required. Altogether, the team will spend approximately two to three hours in your home recording information needed to recommend how to insulate your home to reduce interior noise.

The sound insulation scope or work will be customized for your home based on its location relative to the airport's flight patterns, proximity to the airport, design of the home, and materials of construction. The design/engineering team will be able to give you additional information about the design process when visiting your home.

Please write the date and time of your evaluation and design visits on your Homeowner's Checklist.

If for some reason you are unable to attend any of the design visits, please notify the Sound Insulation Program Office and immediately reschedule for another date.

PLEASE NOTE: If after signing the Statement of Interest and Understanding form you are not available for the evaluation and design visits within a reasonable time frame, we will assume you are not interested in proceeding with the program. Your residence will then be assigned a deferred status subject to the provisions identified in this handbook.

Design Visits

Design Visits & Architectural Plan: The design/engineering team will meet you at your home (or the property to be sound insulated) to perform a general survey and technical assessment, and to take measurements for a descriptive Scope of Work. Information gathered will enable the team to recommend sound insulation improvements that will reduce interior noise. Any information that you can share with the team about the construction and condition of the home will be appreciated.

Scope of Work: The data obtained from the design visits will be analyzed by the design/engineering team who will create the architectural plan and specifications specifically for your home. These architectural drawings are assembled in a document and entitled Scope of Work. You will be given a copy of your Scope of Work. Read and review this document carefully because it will describe the custom modifications that are about to be made to your property. It may include sound insulation measures described in the section of this handbook entitled Typical Sound Insulation Improvements or it may recommend measures that are slightly different. The Scope of Work will reflect the conditions, size, shape, structure and orientation of your home. It also will factor in the level of noise exposure and existing noise insulation capabilities of your house.

It is important to understand that houses are not exactly the same. Your interior noise levels may vary from those levels inside your neighbor's home, and noise levels can even vary from room to room within your home. Therefore, recommended treatments may be different than those for other residences. The objective of the sound insulation treatments is the same regardless of the type of modifications.

During the design visits, if the design/engineering team finds conditions that may prohibit the application of sound insulation materials, the team may choose to request further inspection by an independent inspector. This inspection will be at NO cost to the Homeowner.

Also, during the design visits, the team will check for "regulated" materials (aka as hazardous materials) and conditions. If the team suspects asbestos or any other regulated material is present (such as paint containing lead), the team will arrange to have the material tested. Test results (if needed) must be obtained before the design process can be completed. This testing will be at NO cost to the Homeowner.

Insert new regulated materials paragraphs

If you have any questions about the design or any of the recommended modifications, be sure to ask the design/engineering team or the Project Manager. During the construction process, it is sometimes necessary to change the Scope of Work due to discovered problems or errors. In this case, a change order will be processed (see inspection/change order section of this Homeowner's Handbook).

PLEASE NOTE: In the event the Scope of Work outlines deficiencies in the structural, mechanical and/or electrical systems of your home that are serious enough to prevent the application of sound insulation materials, the Homeowner must decide between two courses of action:

1. The homeowner may make the necessary repairs to the deficiencies noted in the Scope of Work that, when completed, will allow application of sound insulation materials. These repairs will be at the total expense of the Homeowner.
2. The homeowner may elect to withdraw from the program.

In any event, all deficiencies (if any) **MUST** be corrected before the design of the insulation package can be completed on your home.

Add recycling options.

Pre- and Post-Construction Noise Testing

The FAA requires KCIA to perform post-noise audits on those houses that were tested for noise levels before sound insulation products were installed. The FAA and KCIA use the post-audit noise testing results to monitor the success of our sound insulation methods. To gather this data, we must test a house twice – once before noise insulation work and again

when work is complete. Homes noise tested prior to construction are again tested after the project is completed.

Results from post-noise tests are used to determine how much noise reduction has occurred in your home. This is accomplished by measuring the interior and exterior noise levels of a residence. The noise testing method selected is known as “indoor-outdoor” noise reduction testing. Features of this method include:

- Loudspeaker is located inside a habitable room
- Measurements are taken indoors and outdoors
- The NLR is related to aircraft measurements by applying frequency-dependent “adjustment factors”
- “Adjustment factors” are determined from measured acoustical properties of the room tested
- Results include satisfactory statistical validation comparable to earlier KCIA tests

Homeowners are required to be home during the pre- and post-construction noise testing. However, a homeowner may designate someone to act on his or her behalf by completing the Power of Attorney form in this handbook.

The noise level reduction measurements required by the FAA are computed based on the measured test data and the acoustical conditions of each room. They are used to determine which products, or combination of products, reduce the interior noise level of a residence.

Post-construction noise measurements also are documented for these same residences, then compared and summarized for qualitative evaluation of the effectiveness of products to meet program goals.

Step 4
Approve Scope of Work

You now need to carefully review and approve the Scope of Work which describes in detail what improvements are recommended for your home to mediate interior noise. This document is an attachment to the Sound Insulation Program Contract. When you are satisfied with the recommended sound insulation improvements identified in the Scope of Work, please sign and submit it to the Program Manager. You may drop it by the Program Office or mail it to us. Program Office hours are 8 a.m. – 5 a.m., Monday – Friday.

We will provide you with a copy for your permanent records. KCIA will keep a copy as well.

Do not sign your Scope of Work if you have concerns that are not resolved. Call the Program Office and we will work with you.

Please write the date that you signed the Scope of Work on your Homeowner's Checklist:

PLEASE NOTE: If you do not sign and return your Scope of Work to the Program Office within three weeks, we will assume you are not interested in proceeding with the program and your residence will be assigned a deferred status subject to the provisions identified in this handbook.



King County

Department of Transportation
KING COUNTY INTERNATIONAL AIRPORT
Sound Insulation Program

King County's Scope of Work

Homeowner(s) _____
(Please Print Names)

Property Address _____

City _____ State _____ Zip _____ Parcel ID # _____
(Entered by KCIA)

Daytime Phone _____ Evening Phone _____

Email Address _____

Scope of Work

By signing this document, Homeowner(s) approve the following Scope of Work that refers to attached detailed drawings and specifications developed for this property's address and parcel number.

(Homeowner(s) Signature) (Date)

(Homeowner(s) Signature) (Date)

(Homeowner(s) Signature) (Date)

(KCIA Representative Signature) (Date)

(KCIA Program Manager) (Date)

Step 5

Submit Signed Program Contract and Avigation Easement

Congratulations. This is your final step before construction can start.

After you have approved and signed your Scope of Work, the Program Office will contact you to schedule your meeting with the Program Manager to review and sign the Sound Insulation Program Contract and Avigation Easement documents. Both documents must be signed before construction can begin. Signing will commit you to installation of sound insulation improvements contained in your Scope of Work.

If for some reason you are unable to attend this meeting, please notify the Program Office immediately and reschedule for another date.

If you are unavailable for the final signing meeting, we encourage you to designate a person to act on your behalf. If you have already completed a Power of Attorney form and a designee will be signing the documents, please notify the Program Manager when making your final signing appointment.

We will be happy to answer any questions that you have about the Program Contract and Avigation Easement documents. Please understand Program staff members are not legal experts. Before you sign the documents, we encourage you to read and fully understand both, or please consult an attorney if you still have questions. (Sample forms are included in this handbook.) Once the Avigation Easement is signed, it will be recorded with King County Office of Records and will appear on your property title for the life of the property.

After the Program Contract and Avigation Easement are signed, KCIA will determine a “start” date and issue a “Notice to Proceed” (NTP) authorizing the contractor to begin construction work at your residence. Program staff will provide the Homeowner with copies of the signed legal documents and the NTP.

PLEASE NOTE: If Program staff needs to make changes to your Scope of Work for unforeseen reasons, such as errors discovered by the contractors, or last minute changes for other legitimate reasons, a “change order” will be issued so that Homeowners will know that this is an approved revision.

PLEASE NOTE: If you have not scheduled a final signing meeting within four weeks of returning your Scope of Work to the Program Office, we will assume you are not interested in proceeding with the program and your residence will be assigned a deferred status subject to the provisions identified in this handbook.

Date/time received by
KCIA's Sound Insulation
Program:



King County
Department of Transportation
King County International Airport
Sound Insulation Program

King County's Sound Insulation Contract

Homeowner(s) _____
(Please Print Names)

Property Address _____

City _____ WA, Zip: _____ Parcel ID#: _____

Daytime Phone: _____ Evening Phone: _____

Cell Phone: _____ Email Address _____

The parties to this Contract are as listed above ("Homeowners") and King County, State of Washington. Homeowner(s) has/have legal title to real property and improvements ("Premises") located at (*see attached title report*).

WHEREAS, King County is the Airport operator and administers the Sound Insulation Program ("Program").

WHEREAS, Homeowner(s) previously signed a "Statement of Interest and Understanding" form with King County which describes certain obligations to be performed by King County and Homeowner(s) as part of King County's Sound Insulation Program.

WHEREAS, King County desires to mitigate aircraft-generated noise levels in qualifying residences located in KCIA's Noise Mitigation Boundary; and,

WHEREAS, after applying regulations promulgated by the Federal Aviation Administration, Homeowner(s) property has qualified by virtue of interior and exterior noise levels consistent with FAA's criteria contained in Order 5100.38C, dated June 28, 2005, Chapter 8, "Noise Compatibility Projects," §812, "Noise Insulation Projects," or hereafter amended, and

WHEREAS, King County's goal by installing sound insulation improvements into qualifying residences is to achieve a 5 decibel (dB) reduction in the interior noise level of habitable rooms within Homeowner's Premises. Notwithstanding any warranties provided by manufacturers or Contractors, King County does not guarantee any additional specific reduction, or absence, of aircraft noise.

NOW, THEREFORE, in consideration of the contract provisions made herein, the parties agree as follows:

1. Avigation Easement. In consideration for participating in and receiving the benefits of the Program, Homeowner agrees to convey to King County an Avigation Easement, which will be recorded against the Homeowner's Premises, upon final acceptance of work by King County. In the event Homeowner(s) withdraws from the Program prior to the final acceptance of work, the Avigation Easement will be returned to Homeowner(s). Homeowner(s) shall, at King County's request, obtain the signed agreement of any lien holders who have a lien on the Premises to agree to the granting and to the existence of the Avigation Easement. Failure to obtain such agreement may result in Homeowner's termination from the Program.

2. Considerations. King County, in consideration for Homeowner(s) conveyance of the Avigation Easement, agrees to pay 100% of the approved costs of noise insulating the Premises and to allow Homeowner(s) to participate in the Program, subject to any limitations or conditions described in this Contract.

3. Inspection. At reasonable times and upon not less than forty-eight (48) hours advance notice, Homeowner(s) agrees to grant King County and its Contractors access to the Premises to perform, supervise, or inspect work. Homeowner(s) shall permit King County and its Contractor's minimal use of Homeowner's utilities, such as light, heat, power and water, necessary to carry out provisions of this Contract at no cost to King County or its Contractors.

4. Additional Services from Contractors Prohibited. The Homeowner(s) shall not contract with the Contractor to repair any Homeowner(s) pre-work requirements or perform any other services at the Premises on the Homeowner's (s') own behalf during the period when the Contractor is under contract with King County to perform sound insulation improvements. PROVIDED, that work compelled by circumstances described in paragraph 5B below may require Contractor to perform work to remedy conditions that represent unforeseen health or safety concerns.

5. Change Orders. In the event additional work or time not contemplated in the original Scope of Work (attached to this Contract) is necessary to adequately sound insulate the Premises, or deletion of work is required, the following procedures will be followed:

6. Submission of Contract "Field On-Site" Change Order. Contractor shall submit to King County any Change Order that substantially changes the original Scope of Work for approval. If King County approves the Change Order, copies shall be returned to the Homeowner(s) and Contractor for their signatures; and the Contractor may then proceed with the additional work. If King County does not approve the Change Order to accomplish extensive repair, the Homeowner(s) has the option to pay for it. Homeowner's status in the Program is deferred until the work is completed; and installation of sound insulation improvements may continue.

7. Discovery of Health or Unforeseen Safety Concern. King County may change or delete any work set forth in the Sound Insulation Contract by a Change Order signed by a KCIA Manager if such work requires additional work to be performed under the following conditions:

- Additional work is recommended by Contractor.
- Cost of additional work is deemed too costly by King County.
- Contractor encounters any hazardous situation that poses a health concern to any party.

Upon approval by KCIA Manager, Homeowner(s) may approve additional work be carried out under these circumstances, but Homeowner(s) shall bear the cost of such work.

8. Removal, Modification or Disturbance of Sound Insulation Products. Homeowner(s) shall maintain and not intentionally remove any of the noise insulation products and equipment partially, actually, or to be installed as part of the Program until the property is inspected and final acceptance of work has occurred. Any disruption of materials and/or equipment may affect validity of warranties; and King County may withdraw property from the program consistent with provisions described under "Withdrawal" below.

9. Final Acceptance of Work. Prior to close-out documents being signed, King County will provide Homeowner(s) with an opportunity to review and comment on the work that was performed under this Contract. King County, and its Contractors, will make a good-faith effort to address and remedy outstanding construction issues. Once this has occurred, King County will unilaterally proceed with close-out documents for the FAA.

10. Waiver/Hold Harmless. Homeowner(s) agrees that King County, its officers, officials and employees, agents, and Contractors (collectively King County) shall not be liable to Homeowner(s);

and Homeowner(s) further releases and waives all claims for expenses and damages for any injury (including death) to Homeowner(s) or for damage to Homeowner's property sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as part of the Program. This provision is not intended to waive any rights the Homeowner(s) may have directly against the Contractor.

11. Warranty. King County is providing Homeowner(s) no separate or additional warranty beyond those provided by the Contractor and/or manufacturers supplying the materials and equipment for the Program.

12. Cooperation. Homeowner(s) agrees to cooperate fully with King County during this Program (and to insure the cooperation of tenants, if any). If Homeowner(s) fails to cooperate or falsifies and/or modifies any King County documents, then Homeowner(s) may be withdrawn from the Program.

13. Withdrawal. Homeowner(s) may withdraw from the Program and terminate this agreement at any time. However, Homeowner(s) may be held responsible for costs of construction, labor, administration, and materials incurred by King County and its Contractors, Agents, and Representatives. A lien may be recorded against Homeowner's property for all costs incurred by King County or other parties related to Homeowner's participation in the Program.

14. Term. This Contract shall begin as of the date indicated below and shall terminate upon the date the close-out documents are signed by King County, or withdrawal of the Homeowner from the Program occurs.

15. Entire Contract and Agreement. This Contract and its attachments constitute the entire agreement between King County and Homeowner(s) and shall not be changed or modified except in writing duly executed by an authorized representative of the parties.

16. Venue and Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Contract shall be in King County.

17. Scope of Work. A Scope of Work that details interior and/or exterior drawings and specifications for sound insulation products and equipment installed specific to Homeowner's property is attached as a full description of work covered by this Contract.

18. Heirs, Agents, and Assigns. The provisions of this Contract bind the heirs, successors, agents and assigns of any of the parties to this Contract.

19. Captions. The captions in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract.

20. Integration Clause. This Contract merges and substitutes all previously negotiated representations and agreements between King County and the Homeowner relating to the subject matter hereof and constitutes the entire integrated agreement between the parties.

21. Termination Clause. In the event that Homeowner defaults or otherwise fails to comply with any Homeowner requirements or commitments contained in this Contract, King County may terminate this Contract after providing Homeowner ten (10) days to resolve said default.

22. Attorney's Fees/Collection Charges. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Contract, the prevailing party shall recover against the other party, in addition to the costs allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee. In addition to all other charges, Homeowner(s) shall pay a charge to King County for preparation of a demand for a notice of default.

DATED this _____ day of _____, 20 ____.

ON BEHALF OF KING COUNTY

By _____
Signature Title

Printed Name

ON BEHALF OF HOMEOWNER(S)

_____ Homeowner's Signature	_____ Homeowner's Printed Name
_____ Homeowner's Signature	_____ Homeowner's Printed Name
_____ Homeowner's Signature	_____ Homeowner's Printed Name



King County
 Department of Transportation
 King County International Airport
Sound Insulation Program

King County's Avigation Easement

Homeowner(s) _____
 (Please Print Names)

Property Address _____

Parcel ID# _____

1. This Easement is conveyed from Homeowner(s) to King County a municipal corporation, (King County International Airport), in King County, State of Washington.
2. Grantor(s) is/are the owner(s) of land and improvements thereto located at the property address and parcel identified (*title search attached to Contract*).
3. King County through King County International Airport is the owner/operator and administers the Sound Insulation Program.
4. Grantor(s), Grantor's(s') heirs, executors, administrators, successors, and assigns, in consideration of King County's agreement to assist with certain modifications and installations on the Premises for noise remedy purposes, and as required by RCW 53.54.030(3), conveys and warrants to King County, its successors and assigns, a permanent and non-exclusive Easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said Easement shall be appurtenant to and for the benefit of the real property now commonly known as King County International Airport/Boeing Field ("Airport"), including any additions thereto wherever located, hereafter made by King County or its heirs, successors and assigns, including any and all persons, firms, or corporations operating aircraft to or from the Airport. As further provided in Paragraph 5, said Easement and burden, together with the Easement level for average yearly noise exposure at the parcel (as defined in Paragraph 5) and noise associated conditions, which may be alleged to be incident to or result from flights of aircraft over or in the vicinity of the Premises or in landing at or taking off from the Airport, shall constitute permanent burdens on the Premises. The burdens and conditions described within this Easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. Grantor(s) further releases and waives all damages and claims for damages against King County its heirs, successors and assigns caused or alleged to be caused by or incidental to the granting and/or use of said Avigation Easement.
5. The Easement level for annual average noise exposure as that term is used in Paragraph 4 shall be determined by reference to KCIA's 2008 FAA-approved Noise Mitigation Boundary map showing noise contours at intervals of one decibel day/night level (DNL). The Future Base Case level for this parcel is the annual average noise exposure of 70 dB DNL or higher. The Easement level shall not be considered exceeded unless anyone so claiming establishes that the annual average noise exposure as defined herein has increased by more than 1.5 dB DNL above the

2008 Future Base Case level. Absent such a showing, the Easement shall continue in full force and effect as to all noise and noise-associated conditions reaching or affecting the parcel. If the Easement level is exceeded, the Easement shall nonetheless remain in full force and effect as to all noise and noise-associated conditions falling within the Easement level.

6. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

7. Homeowner(s) covenants that they are the owner(s) in fee simple of the Premises, and that at the time of signing this Avigation Easement, Homeowner(s) has full ownership rights and powers to convey this Easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Homeowner(s) covenants with King County, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the Easement herein granted.

8. Except as provided in this Easement, this Easement shall neither enlarge nor diminish any rights of either party existing prior to the date of this Easement as provided by law.

Dated this _____ day of _____, 20 ____.

GRANTORS:

_____	_____
Homeowner's Signature	Homeowner's Printed Name
_____	_____
Homeowner's Signature	Homeowner's Printed Name
_____	_____
Homeowner's Signature	Homeowner's Printed Name

STATE OF _____)

County of _____)

On this _____ day of _____, 20 ____, before me,

the undersigned appeared:

Homeowner(s) or Designee

Known to me to be the individual(s) described in, and who executed, the above instrument and each acknowledged that he/she/they signed and sealed the same with his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above-written.

Notary Public

My commission expires:

Step 6

Meet with Contractor and Coordinate Construction Start

After the legal documents have been signed, the Program Office will notify the construction contractor to schedule your residence for installation of windows and/or other insulation improvements contained in your Scope of Work. The contractor will then meet with you to coordinate a schedule that meets the requirements of both KCIA and the homeowner. The contractor will also review the scope of work for completeness and perform final measurements.

KCIA will issue a formal Notice to Proceed to the contractor. The start date will be filled in on KCIA's copy of your Sound Insulation Program Contract and copies will be mailed to you for your records.

The contractor will normally begin work at your home within four weeks after the start date is determined and will complete the work in approximately two weeks.

Please write the start date of your construction on the Homeowner's Checklist.

Step 7
Coordinate Final Inspection and Sign Punch List

The Project Manager and a city inspector will conduct a final inspection of each completed project. Inspections are an integral part of the construction process. These are conducted to ensure that the work is performed correctly, is consistent with the Scope of Work and the contract, and meets the Program standards in the contract documents.

The Project Manager will call to schedule your inspection; and a homeowner is required to attend. We will strive to always provide 48 hours notice to Homeowners before any visits.

Enter the scheduled inspection dates on your Homeowner's Checklist.

The punch list is the final inspection document. The final inspection will be scheduled after the contractor gives notice that the work is complete. The punch list will be reviewed and signed off by KICA, the Project Manager, the homeowner and the contractor.

Step 8

Submit Receipt for Demonstration and Warranty Information

When you have signed the construction inspection punch list, you will need to notify the Program Office at 206-205-0668 that you are ready for a product maintenance demonstration.

You will be provided with an informational packet describing product maintenance and product manufacturers' warranty information. We encourage you to review all written information and ask questions about the best care of your new sound insulation improvements.

Enter the date you returned the Receipt for Demonstration and Warranty Information on your Homeowner's Checklist.

For follow-up questions about maintenance, Homeowners will contact manufacturers directly using the warranty contact and referral information provided.

For the final step, KCIA requests homeowners to complete a Post-Construction Questionnaire that measures your satisfaction with the Program and the products. A copy of the Post-Construction Questionnaire is enclosed in this handbook.

In closing, FAA, KCIA and the Program staff want to thank you for your cooperation and patience throughout this program. We hope that your participation proved to be beneficial to you as a homeowner.



King County

Department of Transportation
KING COUNTY INTERNATIONAL AIRPORT
Sound Insulation Program

RECEIPT FOR DEMONSTRATION AND WARRANTY INFORMATION

Name _____
(Homeowner(s) or Designee)

Address _____

City _____ State _____ Zip _____

I/We hereby acknowledge receipt of warranty information for workmanship and materials which have been installed and completed in accordance with the drawings and specifications required in my/our contract with the Sound Insulation Program sponsored by King County International Airport.

In addition, I/We participated in a demonstration of use and maintenance of installed materials provided by the Sound Insulation Program; and received a video that illustrates general maintenance for installed sound insulation products.

_____ (General Contractor) warrants the workmanship and materials that have been installed at no cost to the Homeowner or King County International Airport within twelve (12) months from the date of substantial completion (start date indicated below) for the work performed at your property stipulated in the specifications for this project. However, the warranty does not apply to any defects subject to unusual abuse, neglect, war, flood, earthquakes; or any product not supplied by our company. We reserve the right to inspect and confirm any product defect or failure.

This warranty sets forth our company's exclusive guarantee for the products supplied by our company and may not be modified by any other person, whether in writing or oral consent.

The warranty on said property started on:

The warranty on said property expires on:

Company contact name:

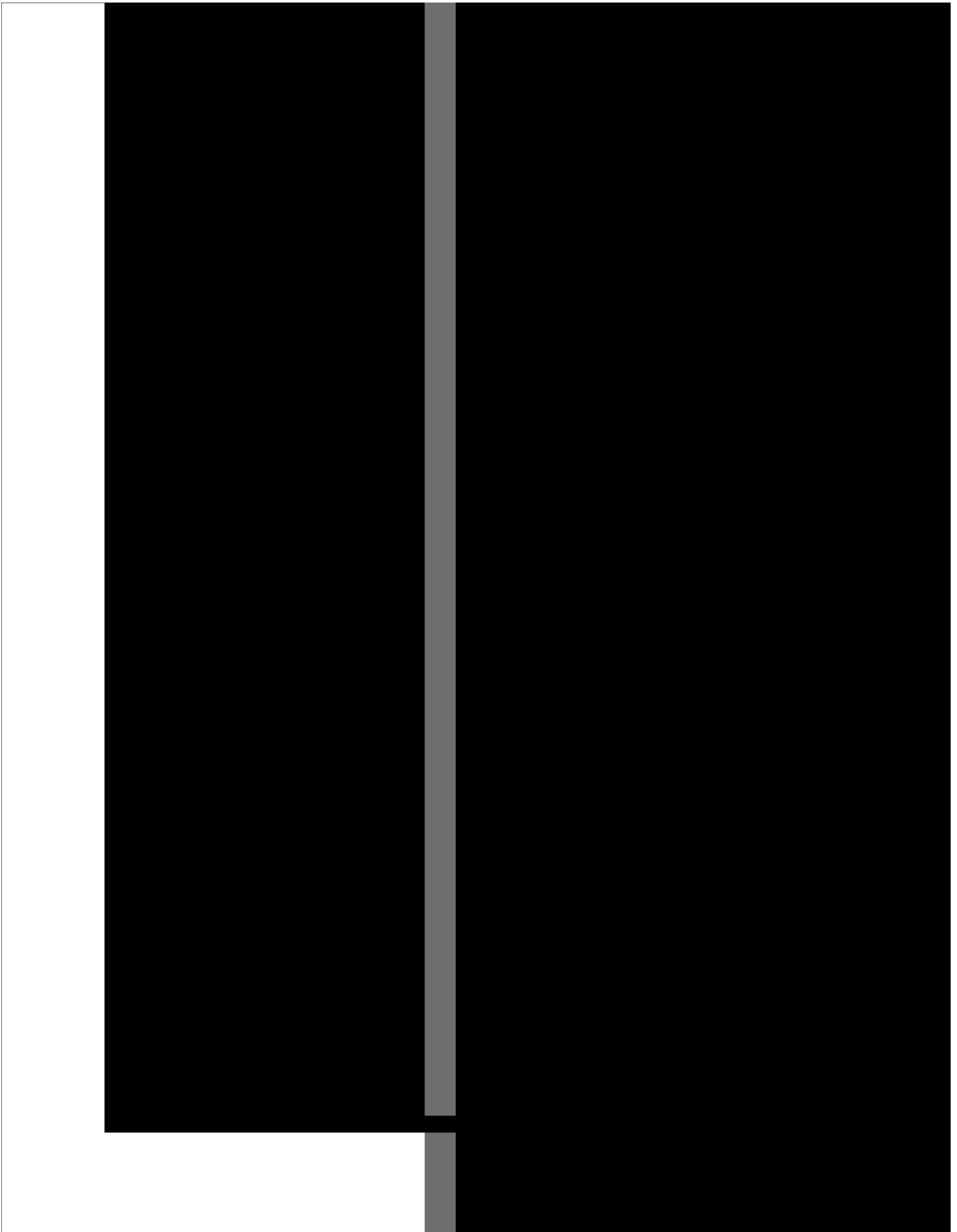
Company contact number:

Product warranty on doors is for _____ years and on windows extends for _____ years.

(Refer to manufacturer's information included in Maintenance Packet.)

APPENDICES

- KING COUNTY INTERNATIONAL AIRPORT'S SOUND INSULATION PROGRAM'S 2008 NOISE MITIGATION BOUNDARY MAP
- GLOSSARY OF TERMS
- SAMPLE POWER OF ATTORNEY FORM





Sound Insulation Program

Glossary of Acoustical Terminology

Acoustical Treatment – The application of design principles in architectural acoustics to reduce noise or vibration and to correct acoustical faults in spaces.

Acoustics – The science of sound, including the generation, transmission, and effects of sound waves, both audible and inaudible.

Ambient Noise – Background noise from all sources unrelated to a particular sound that is the object of interest. Background noise may include airborne, structure borne, and instrument noise.

Artificial Noise – Noise with a continuous frequency spectrum and with equal power per constant percentage bandwidth. For example, equal power in any one-third octave band.

Avigation Easement – In consideration of receiving sound insulation modifications to their residence, Homeowner(s) must sign an Avigation Easement which grants KCIA the right of flight over/near their residence. An Avigation Easement is perpetual in nature and shall bind and attach to the title of the property for the benefit of King County or its successor interest as owner and operator of the airport.

Change Order – Any change from the agreed-upon, original Scope of Work for the Homeowner's project that requires mutual agreement by KCIA and the Homeowner.

Day-Night Average Sound Level (DNL or L_{dn}) – The day-night average sound level is a measure of the annual average noise environment over a 24-hour day. It is the 24-hour energy-averaged A-weighted sound level with a 10 dB penalty applied to the nighttime levels which occur between 10:00 p.m. – 7:00 a.m.

Decibel (dB) – Sound energy is measured in units called decibels that are commonly abbreviated as “dB.” The decibel scale does not increase or decrease using standard arithmetic because decibels are logarithmic. For example, a noise level of 65 dB has half as much sound energy as a noise measuring 68 dB.

Design Criteria – Design goals used in acoustical and noise control design of buildings. Design criteria are usually stated as maximum allowable noise levels permitted inside buildings or as noise reduction values required for certain types of buildings or room occupancies.

Eligibility – A home is eligible for participation in the Sound Insulation Program if it is located within the Noise Mitigation Boundary, as defined by KCIA and approved by FAA in June 2005; and is a legally permitted single-family home or a multi-family dwelling of no more than four units constructed prior to October 1, 1998; and is not a mobile home.

FAR Part 150 Noise Compatibility Study – A voluntary program that allows an airport to work with local communities (Homeowners and elected officials), airlines, FAA, and other interested parties, to determine reasonable solutions to the impact of aircraft noise on neighborhoods surrounding the airport.

FAA – Federal Aviation Administration is an agency of the U.S. Department of Transportation and responsible for 90% and/or 95% funding for KCIA's Sound Insulation Program.

Frequency – is the number of oscillations per second completed by a vibrating object and measures the rate of vibration of sound. High frequencies have a high pitch, like a whistle, while low frequency sounds are more like the rumble of a truck or airplane. Frequency is abbreviated as cycles per second, or "hertz."

Habitable – A livable area that is occupied year-round and meets all code and building construction requirements with respect to mechanical and electrical systems, foundation, wall, ceiling and roof materials and structure.

Homeowner's Satisfaction Questionnaire – A brief survey for Homeowners to complete and submit to KCIA that briefly describes the level of noise in their home after completion of the sound insulation modifications.

KCIA – King County International Airport is a division of King County's Department of Transportation and responsible for matching 5% or 10% of FAA's grant funds for the Sound Insulation Program.

Mitigation – See definition for Sound Insulation.

Noise – Any sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying.

Noise Compatibility Program (NCP) - The recommendations included in KCIA's Part 150 Land Use Compatibility Study, which were approved by the King County Executive, the King County Council, and also by FAA in June 2005, constitute KCIA's Noise Compatibility Program. KCIA's NCP included recommendations for a Fly Quiet Program and new flight procedures, some land-use policy studies, as well as school and home insulation programs.

Noise Contours – Continuous lines of equal noise level usually drawn around a noise source. The lines are generally drawn in 5 dB increments so that they resemble elevation contours found in topographic maps except that they represent contours of equal noise level. Noise contours are generally used in depicting the noise exposure around airports, highways, and industrial plants.

Noise Mitigation Boundary Map – This map shows the DNL noise contours which are used to determine eligibility for the Sound Insulation Program.

Noise Level Reduction (NLR) – The design objective in a residential noise insulation project generally should be to achieve the requisite NLR when the project is completed. (This is mathematically equivalent to achieving a DNL of 45 dB in all habitable rooms.) Since it takes an improvement of at least 5 dB in NLR to be perceptible to the average person, any residential noise insulation project should be designed to provide at least that increase in NLR as a marginal minimum. (*FAA Order 5100.38C, Section 812 b. (2)*).

Noise Test – KCIA selected Wyle Laboratory’s noise testing method for residences within eligible noise contours in order to limit noise to the least intrusive method possible. To prevent public nuisance and provide accurate noise reduction measurements in a timely manner, Wyle developed an artificial noise procedure placing the noise generating source inside the home. Wyle refers to this method of noise testing as “inside-outside.”

Notice to Proceed – A formal document and/or point in the Homeowner’s process where KCIA notifies the construction contractor that it is authorized to commence construction work in accordance with the Scope of Work and provisions of the Sound Insulation Contract.

Power of Attorney -- If a representative or agent is to act on a Homeowner’s behalf with regards to the program, the Power of Attorney form must be executed and submitted designating the representative or agent.

Punch List - A “to do” list made near the completion of construction work indicating the items that remain unfinished, or that do not meet the quality requirements specified in the Sound Insulation Contract. The Punch List must be satisfied prior to 100% completion.

Shielding – The sound level reduction experienced at different elevations of a building in relationship to the source of aircraft noise of a flight pattern.

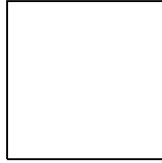
Sound Insulation – Reducing the sound level inside a building through the installation of specific building construction materials, and component assemblies which provide increased noise reduction characteristics.

Sound Source – The object which generates the sound.

Source Room – In architectural acoustical measurements, the room that contains the noise source or sources.

STC Rating – STC represents Sound Transmission Class. This is the standard method of rating sound insulation qualities in building products. A higher STC rating means better noise reduction. For example, new thermo-pane windows typically provide an STC of 28-32. The Sound Insulation Program requires acoustical windows with a minimum STC rating of 40.

Thermal Insulation – An assembly of materials used primarily to provide resistance to heat flow but not necessarily noise.



Department of Transportation
King County International Airport
Sound Insulation Program

King County's Power of Attorney

Homeowner(s) _____ owns real property and
(Please Print Names)

improvements located at _____,
Property Address

_____, WA _____.
City Zip Homeowner(s) appoints for the sole

purpose of the Sound Insulation Program:

_____ at
Printed Name of Designated Representative

Address, City, State of Designated Representative

_____, as
Designee's Signature

my/our responsible, adult agent to approve, select, sign, and make decisions on
behalf of Homeowner(s) in a manner that I/we could do, if I/we were personally present,
with respect to the matters as each of them is defined in KCIA's Policies and

Procedures Manual and Homeowner's Handbook: **(Please initial all applicable forms, and
insert N/A for all others.)**

- _____ (A) Statement of Interest and Understanding
- _____ (B) Sound Insulation Program Contract
- _____ (C) Avigation Easement
- _____ (D) Scope of Work
- _____ (E) Receipt for Demonstration and Warranty Information
- _____ (F) Homeowner Post-Modification (Satisfaction) Questionnaire

Homeowner's Signature

Homeowner's Printed Name

Homeowner's Signature

Homeowner's Printed Name

Homeowner's Signature

Homeowner's Printed Name

STATE OF _____)

County of _____)

On this _____ day of _____, 20____, before me,

the undersigned appeared:

Homeowner(s)

Known to me to be the individual(s) described in, and who executed, the above instrument and each acknowledged that he/she/they signed and sealed the same with his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above-written.

Notary Public

My commission expires: _____

Certification by Translator

I certify that I have translated the provisions of the foregoing *Power of Attorney* from the English language to the _____ language to the best of my ability.

Translator's Signature

Translator's Printed Name

Translator's Address

Translator's Phone Number



King County

King County Privacy Policy
(Notice at <http://www.metrokc.gov/privacy.aspx>)

Preface

King County, as a government entity, conducts public business and its records related to the business of King County are generally available for public review. Nevertheless, King County is committed, to the extent allowable by law, to protect and secure your personal information contained in King County records. This privacy commitment must be balanced with the rights of public access under Chapter 42.17 RCW (www.leg.wa.gov/rcw/index.cfm?fuseaction=chapterdigest&chapter=42.17, Washington Public Disclosure Act) consistent with KCC 2.14.030 (www.metrokc.gov/mkcc/code/05-Title%202.pdf (549K PDF; scroll down to 2.14.030) and any other applicable federal, state, and local statute or regulation.

This privacy notice does not apply to personnel files, job applications, court records, law enforcement investigation, regulatory investigation, assessor records, and recorded documents maintained by the Records, Elections, and Licensing Services division.

Information privacy

King County gathers personal information when it is relevant and necessary to accomplish county business. We only obtain this information through legal means. When King County collects personal information from you, we:

- Tell you why we are collecting this personal information;
- Limit the amount of your personal information that we collect to that which is necessary for the stated purpose;
- Take reasonable steps to use your personal information to the stated purpose;
- Take steps to ensure that your personal information is accurate, complete and current;
- Provide your personal information only to authorized King County employees and private contractors or public organizations on a need-to-know basis;
- Do not sell or make your personal information available to others without your consent except when legally required, needed to complete your transaction with the county, or in an extreme emergency that presents a threat of serious injury or loss of life;
- Retain personal information only as long as necessary to conduct county business or only to the extent required by law;
- Dispose of personal information in a secure manner that prevents disclosure;
- Take organizational, technological, and physical measures to securely safeguard personal information.

Information privacy specific to the Internet

We also collect information on our Web site, both anonymous and personal.

- Anonymous information cannot be linked to a specific person, such as user hits, visits and sessions that we track by Internet service provider. We use this information to help us create a better overall experience for our Web site users.
- Cookies are another example of anonymous information that we use. Web site cookies are small text files that are placed on a user's computer by a Web server. We occasionally use cookies to tailor information to the needs of a user's specific browser. Our Web server is not able to determine any data about you nor does it do anything with these cookies.
- Personal information collected on certain King County Web pages is data that you provide to us about yourself. Providing information to us on our Web site is purely voluntary. This information is used to better serve you. Should you choose not to provide information to King County on the Internet, you may provide this information to us in another way, such as visiting a county office during normal business hours or, for some county services, completing your business by mail or telephone.
- When King County collects personal information from children using the Internet, it complies with the federal Children's Online Privacy Protection Act, www.ftc.gov/ogc/coppa1.htm

King County's Web site has links to other Web sites, including other government agencies, non-profit organizations and private businesses. When you link to one of these external Web sites, you are no longer on King County's Web site and this privacy notice no longer applies. Instead, you are subject to the privacy notice of that Web site.

Review and correct your personal information

Upon written request to a specific King County agency, you may review personal information that the agency maintains about you and ask that agency to correct errors.

Upon written request to a specific King County agency, you may receive a written statement that generally identifies the known circumstances under which personal information in the agency's public records may be disclosed.

To find out more, contact King County at the e-mail address or telephone number listed below.

Contact information and alternate languages

For privacy inquiries or alternate languages, please contact King County by e-mail at PrivacyContact@metrokc.gov or leave a telephone message at 206-205-6899. (Languages offered: Chinese, Russian, Vietnamese, Cambodian, Korean, Laotian and Spanish).

Other King County privacy notices

Some King County organizations may have privacy notices that are more restrictive than this information privacy notice. In that case, the organization's specific privacy notice takes precedence over this information privacy notice. For privacy inquiries specific to a King County organization's privacy notice, please contact that organization directly.

Alternate formats of this document are available by telephone, at 206-205-6899 or TTY Relay 711.

Updated: March 14, 2006
