Port of Seattle

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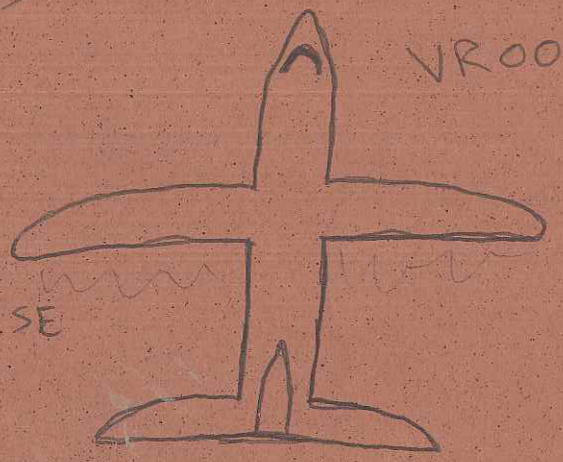

HOMEOWNER HANDBOOK

OFFICE HOURS
Monday - Thursday 7:00 a.m. - 5:00 p.m.
Friday 7:00 am - 4:30 p.m.

Prepared by:
Port of Seattle
Noise Remedy Staff
1410 S. 200th Street
Seattle, Washington 98198
(206) 431-5913

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I.

BACKGROUND

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In 1985 The Port Commission adopted, and the Federal Aviation Administration (FAA) approved, a Part 150 Program for SeaTac Airport. This program was designed after several years of public input and included **noise abatement** measures (reducing noise at the source) as well as **noise mitigation** measures (reducing noise impacts in nearby communities). Approval by the FAA of this program means that, if federal funds are available, the FAA will pay 80% of the cost to implement the program. The remaining 20% is paid by the Port of Seattle.

The FAA's share of the program comes from the Airport Improvements Program (AIP) Trust Fund. The dollars in this trust fund are user-generated via a 10% tax applied to all airline fares by the Federal Government. The Port's 20% share is generated by airline landing fees, passenger facility charges, space rental fees at the airport, and profit sharing by the Port of airport vendors' net income at the airport. None of the money spent on the program (or any other airport expenditures) comes from property taxes. Any property taxes collected by the Port of Seattle are used to fund capital development on the waterfront.

The 1985 program was modified slightly based on the **Mediation Agreement** adopted by the Port Commission in 1990. This agreement was established after two years of public meetings and input. In 1993 the FAA approved modifications to the Port's Part 150 Program which included the elements from the Mediation Agreement.

NOISE ABATEMENT The goal of Noise Abatement is to reduce the effects of noise on <u>all</u> neighborhoods throughout the Puget Sound Region by using on-airport and air traffic control measures to reduce noise at its source. Some examples of abatement measures are:

Phasing out noisier Stage II aircraft.

Encouragement of airlines to tow airplanes during nighttime hours when they must be repositioned or moved for maintenance.

Placing a curfew on Stage II aircraft.

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HOMEOWNER ACTIVITY CHECKLIST & FLOWCHART You will find on the following pages a checklist and flowchart which we recommend you use as your guide in proceeding through the many steps involved in the sound insulation process. Because **you** will be responsible for your timely progress through these steps, you will want to pay careful attention to the instructions along the way and the time frames indicated. Please fill in the blanks where provided to help you remember appointments and other details. As we proceed, we want you to feel comfortable in calling our office at any time that you need clarification. This checklist guide is to help keep you (and us) on track so that your sound insulation project can progress within a limited time frame and lead to satisfaction with the end result as well as with the process itself.

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NOISE REMEDY PROGRAM
INSULATION PROGRAM
FLOW CHART

STEP	HOMEOWNER ACTION
1.	• Applies for Sound Insulation (Name is added to waiting list)
2.	• Attends Homeowner Briefing (Your name is at the top of the List) • Signs Initial Authorization • Schedules an Inventory
3.	• Inventory is performed • Sign Scope of Work • Invite Contractors to Bid (Minimum of 3 from the list) • Attend bid opening (optional)
4.	• Attend Final Signing of documents • Make appointment with contractor for final window measurements
5.	• Construction occurs
6.	• Sign completion of contract • Respond to Questionnaire

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HOMEOWNER ACTIVITY CHECKLIST

PARCEL #_____

1. Review Pre-qualification Packet
   a. Clear Title ____
   b. Power of Attorney ____
   c. Subordination Agreement ____
   d. Pre-Existing Avigation Easement ____
   e. Asbestos Tests ____
   f. Major Repairs ____
   g. Remodeling ____

2. Schedule homeowner briefing: Call our "scheduler" at 433-5410

   Day _____ Date 10/9/97 Time 5:00

   Facilitator BILL DAVIS

Don't forget to bring your packet to the homeowner briefing!

3. Sign and return the Initial Authorization Date 10/9

4. Schedule your home inventory: Following the briefing.
   (This procedure will take place at your home and you must be present)

   Date: FRI NOV 14 Time: ~~9:00~~ 8:30 Representative KAREN
   (Please allow a 4-hour time frame for your inventory)

5. Do you desire a noise audit? If so, call our Noise Auditor at 431-3498 or notify the Representative during your inventory and the Noise Auditor will get back to you to set the time. (House must be vacated during this procedure).

   Day_____ Date_____ Time_____ Auditor_____

6. Sign and return your Scope of Work to the Port. Date _____

7. Review the contractor files and select at least 3 to bid on the job.

   Contractor_____ Telephone # _____

   Day_____ Date_____ Time_____

   Contractor_____ Telephone # _____

   Day_____ Date_____ Time_____

   Contractor_____ Telephone # _____

Day_____ Date_____ Time_____

8. Bid Opening: Day_____ Date_____ Time_____

9. Low Bidder:

Contractor_____ Telephone_____

10. Call Port scheduler at 433-5410:

a. Schedule Final Document signing.

Day_____ Date_____ Time_____ Person_____

(If you have a pre-existing Avigation Easement on your property, be prepared to pay 20% of the Contract Amount at this meeting.)

PLEASE NOTE: <u>Each</u> homeowner listed on the title <u>must</u> be present at the Final Document signing, or be represented by an individual with Power of Attorney to sign on his/her behalf.

11. Schedule Notice to Proceed Date:_____

12. Schedule Port inspection of the work (if desired)._____

13. Perform final inspection and sign contract._____

14. Sign release of final 10% payment (if applicable)_____

15. Return Questionnaire to Noise Remedy Office_____

IV.

PROCEDURES

within a reasonable specified time, Homeowner shall be deemed to have withdrawn from the Program.

6. Bids. After Homeowner and the Port have agreed in writing to the Scope of Work, Homeowner shall, within ten (10) working days of the date of that Agreement, request at least three (3) bids from participating contractors. All bids must be sealed and submitted to the Port's Noise Remedy office by the due date indicated on each bid in order to be considered and shall be based upon the Scope of Work and the Standard Specifications and Detail Book for the Program. Bid opening shall be at the time and date noted. The Port will review the bids and will inform the Homeowner of the results. Homeowner shall then, within five (5) working days after receiving the results, contact the scheduler to arrange a time to sign the final documents. If this contact does not take place within seven (7) working days, Homeowner shall be deemed to have withdrawn from the Program. If the Homeowner is required to pay a percentage of the contract amount to the Port (pre-existing Avigation Easements), then that amount shall be paid at the time of this appointment. The Port shall have the right to disapprove of any contractor selected; in such case the Homeowner may, at his/her option, select an alternative contractor or may re-bid pursuant to the provisions of this paragraph.

7. Execution of Documents. After bids are opened and prior to any work other than the Preliminary Work being done, Homeowner shall attend a meeting with the Port, at which time Homeowner shall execute 1) a Final Approval; 2) an Avigation Easement (if not pre-existing); 3) the Sound Insulation Contract; and 4) other documents as required. If Homeowner fails to sign any of these documents, Homeowner shall be deemed to have withdrawn from the Program.

8. Hold Harmless. Homeowner agrees that the Port, its Commission, officers, employees, agents, and consultants ("Port") shall not be liable and further waives all claims for expenses and damages, for any injury (including death) to any person or for damage to any property sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as part of the Program. Homeowner shall hold the Port harmless from all liability and expense in connection with all claims, suits and actions brought against the Port, by any person or entity as a result of or on account of actual or alleged injuries (including death), 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 the Program, except where such injuries, deaths, or damages are caused by the sole negligence of the Port; provided that where such injuries, deaths or damages arise 1) from any activities subject to R.C.W. 4.24.115 and 2) the concurrent negligence of the Port and Homeowner, Homeowner's obligations herein to the Port are limited to the extent of Homeowner's negligence.

9. No Warranties. The Port does not represent or warrant that Homeowner will experience any specific reduction in the noise levels within the Premises as a result of any work undertaken as part of the Program. The Port further makes no warranties and disclaims any responsibility or liability for the manner or quality of any work undertaken or materials supplied.

10. Cooperation. Homeowner agrees to cooperate fully with the Port during this program (and to insure the cooperation of tenants, if any). If Homeowner fails to cooperate or falsifies or modifies any Port documents, then Homeowner will be withdrawn from the program and will not be eligible to re-enter the program for a least one year from the date of withdrawal.

11. Withdrawal. Homeowner may withdraw from the Program at any time during the term of this Agreement. If the Homeowner withdraws for any reason before signing the Final Approval Agreement, Homeowner remains eligible to re-enter the Program at a later date. A Homeowner who wishes to re-enter the program may be required to pay for any duplicated administrative costs. Waiting list points will not be accumulated during any period of withdrawal or inactivity.

12. Term. This Agreement shall begin on the date below and shall terminate in 180 days or at the signing of the Final Agreement (whichever comes first), or upon withdrawal from the Program, unless extended by mutual written agreement of the parties.

13. Special Power Of Attorney. If more than one person holds a share of the title to the Premises, a Special Power of Attorney may be signed by one or more title holders which shall designate one person to act on behalf of the others during all phases of the Program.

14. Entire Agreement. This is the entire Agreement between the Port and the Homeowner and shall not be changed or modified without a written amendment.

DATED this _____ day of _____, 19 ___

PORT OF SEATTLE

By _____
Noise Remedy Manager

HOMEOWNER(S)

_____

_____

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4. SCHEDULE INVENTORY

AFTER you have returned your signed Initial Authorization form to the Port Noise Remedy Office, your next step is to schedule an appointment for the inventory and noise reduction design (Scope of Work) for your home. If you did not schedule the inventory at the close of your homeowner briefing, then you should call the Port scheduler at 433-5410 to do this. An insulation representative from our office will visit your home for this appointment which should last approximately two to four hours. The purpose of this inventory is to record information regarding your house which will be used to develop recommendations for modifications to reduce the interior noise level.

The representative will need a clean and safe work space in order to conduct his/her review. Because a laptop computer and printer will be utilized, easy access to an electrical outlet is essential.

Please write the day, date, time, and Representative's name for your inventory meeting on the checklist.

If for some reason you are unable to participate in the inventory, please notify the scheduler and reschedule for another date.

Please Note: If, within two weeks after signing the Initial Authorization, you do not schedule a date for the inventory, we will assume you are not interested in proceeding with the program and your file will be placed with our inactive records.

5. PARTICIPATE IN THE INVENTORY

Inventory/Design Recommendations The insulation Representative will meet you at your home (or the dwelling to be insulated) to perform a general observation using a descriptive inventory. Information gathered will enable the Representative to make recommendations that will reduce interior noise levels. Any information that you can share with the Representative about the construction of the house will be appreciated.

Scope of Work The data obtained from the descriptive inventory is analyzed by the Insulation Representative who will then formulate recommendations designed specifically for your home. These recommendations will be assembled in a document entitled "Scope of Work". You will be given a copy of your Scope of Work during the inventory meeting. We encourage you to read and review it carefully as this describes the modifications that are to be made in your home. It may recommend some of the noise attenuation measures described in the section of this booklet entitled "Basics of Sound Insulation", or it may recommend measures that are slightly different. The descriptive inventory takes into consideration the size, shape, structure and orientation of your home. It also factors in the level of noise exposure and existing noise attenuation capabilities of your house. The Scope of Work will specify measures designed to reduce noise levels inside your house.

Again, it is important to understand that all houses are not exactly the same and that noise levels can vary from room to room within your home. Interior noise levels may also vary from those levels inside your neighbor's home. Therefore, the recommended treatments may then be different than those for other homeowners. The benefits and results of treatments used should still be the same.

During the inventory, if conditions are observed that prohibit the application of sound insulation materials, the Representative, at his/her discretion, may request further inspection by an independent inspector. This inspection will be at NO cost to the homeowner.

NOTE: In the event this report 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:

First, the homeowner may make the necessary repairs to the deficiencies noted in the inspection report that, when completed, will allow application of sound insulation materials. These repairs will be at the total expense of the homeowner.

Second, 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.

Also during the inventory if the Representative suspects asbestos (which has not previously been identified by the homeowner -- see Pre-qualification Packet), he/she will arrange to have the material tested. Test results (if needed) must be obtained before the design process can be completed.

A sample Scope of Work is included in this section. The treatment recommended for your specific house will contain SOME of these treatments, but NOT ALL OF THEM. You will also receive a copy of the Standard Specifications and Detail Book at this time.

The insulation package for your home will be designed based on your home's location relative to the airport, proximity to the airport, design of the home, and materials of construction. We use a computer program which was established by Wyle Laboratories (an acoustical design firm from Los Angeles) to design the insulation. This program has been in use since the early 1980's with updates periodically as materials and methods have improved. The noise Representative will be able to give you additional information about the design process when visiting your house.

The modification of the exterior shell of a structure shall not go beyond adjustments to the size of existing rough openings (openings enlarged or reduced) except as follows:

1. Roof openings to meet minimum ventilation codes.
2. Window openings to meet egress code.

The enlargement or modification of window(s) shall only be allowed under the following conditions:

In bedrooms **ONLY ONE** designated window shall be used to meet egress as required by the Building Code. The window shall be selected by the Homeowner and be economically feasible to modify. A window that will require the creation of a window well, modification of an exterior accessory feature i.e. porch, deck, awning or enlarged beyond doubling the width, shall not be selected.

The following window combinations shall be considered as a single unit and modifications can be made to both units: Corner set; windows that share a common rough opening; windows not separated by a drywall surface.

The Window(s) shall be enlarged to meet the minimum egress required by code or as directed by the local building official.

Enlargement of any additional window(s) beyond the one required by code to meet egress shall not be permitted, unless a unique situation approved by the Port.

There might be unique features of your house which were built in or added on later that will cause the design to be different than shown in the sample scope of work. If you have any questions about the design, be sure to ask the Representative. 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 book). Change Orders should be very rare.

Please Note: If you do not participate in the inventory, we will assume you are not interested in proceeding with the program and your file will be placed with our inactive records.

SANDY

SCOPE OF WORK

Sound Insulation of the Public, J.Q. Residence
2000 Somewhere St.
Seattle, Washington 98188

INDEX

* Doors
* Windows — SILL
* Wall Modifications(Neighborhood Reinforcement area only)
* Ceiling Modifications
* Insulation
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* Fireplace Modifications
* Ventilation
* Accessories ALARMS 4 HRS

Scope of work

The following Scope of Work shall refer to attached drawings as supplied with this document and to the Standard Specification and Detail Book.

In all cases, the adjacent surfaces shall be painted or stained in a manner and style similar or consistent with the previous finish and trim.

Doors
See Division 8 of the Standard Specification and Detail Book.

Door 2
Improve weather-stripping of existing door. Add storm door.

Door 1
Replace existing door with a solid core door. Add storm door.

Door 4
Replace existing door with a solid core door. New door shall have a factory sealed glazing unit installed to the upper half of the door. Add storm door.

Door 5 (Sliding Glass Door)
Add secondary sliding glass door.

Door 3
No changes to door.

Public, J.

Windows
See Division 8 of the Standard Specification and Detail Book.

Windows 1, 2, 3, 4, 5, 6, 7, 9 10, 11, 12. 13, 14, 15 and 18

Replace existing window with a window assembly having an STC rating of at least 44 dB.

Skylight
Install 1/4 inch laminated secondary window to existing skylight window.

Windows 8, 16, 17, and 19
No Changes to window.

Wall Modifications (Neighborhood Reinforcement area only)
See Division 9 of the Standard Specification and Detail Book.

The following walls shall be modified by adding 1/2 inch sound deadening board and 5/8-inch gypsum wallboard directly to the interior wall surface:

Bedroom #1 North wall, Bedroom #2 North wall, Bedroom #2 East wall.

Ceiling modifications
See Division 9 of the Standard Specification and Detail Book.

Install 5/8" Type X gypsum board to sound board using RC-1 Resilient Channel. Installation is for the following room(s):

Bedroom #1 and Bedroom #2

Insulation
See Division 7 of the Standard Specification and Detail Book.

Attic Insulation

Insulation shall be installed in the entire attic area to achieve an equivalent of R-38 insulation standard. Baffle all new and existing attic vents.

Bathroom Exhaust Ventilation
See Division 15 of the Standard Specification and Detail Book.

Install exhaust fan and air vent leading to the exterior of the dwelling.
Fan shall activate with or without light switch (owner's decision).

Public, J.

Fireplace Modifications
See Division 10 of the Standard Specification and Detail Book.

Living Room

Disable existing and provide a manually operated damper at the top of the flue.
In the vicinity of the fireplace, provide a new Combustion Air Intake.

Ventilation, Air Supply
See Division 15 of the Standard Specification and Detail Book.

The existing forced air heating system shall be modified to meet the ventilation requirements as specified in the Standard Specification and Detail Book.

or

A new whole house ventilation fan and associated distribution system shall be installed to provide the specified ventilation air quantities to habitable rooms of the dwelling. The system shall comply with all the requirements specified in the Standard Specifications and Detail Book.

Accessories
See applicable division of the Standard Specification and Detail Book.

Door #1 to receive raised panel kit.

_____ _____
Homeowner Approval Date

Public, J.

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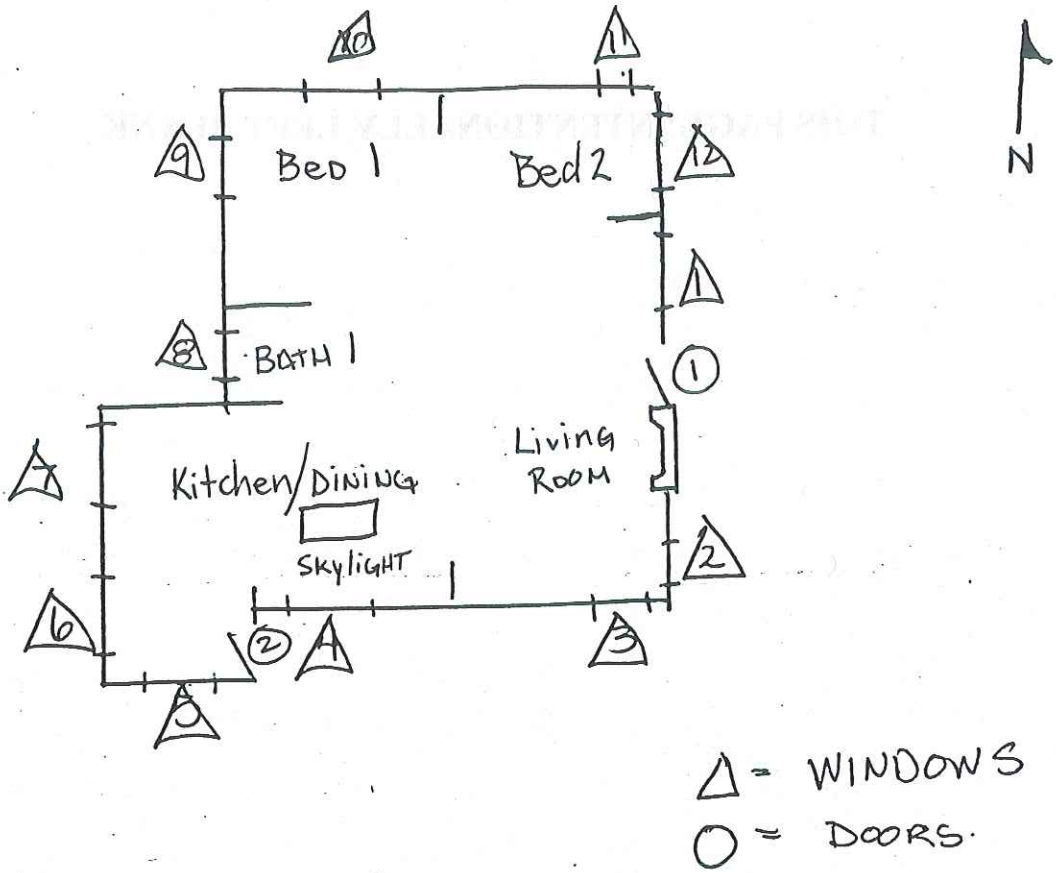

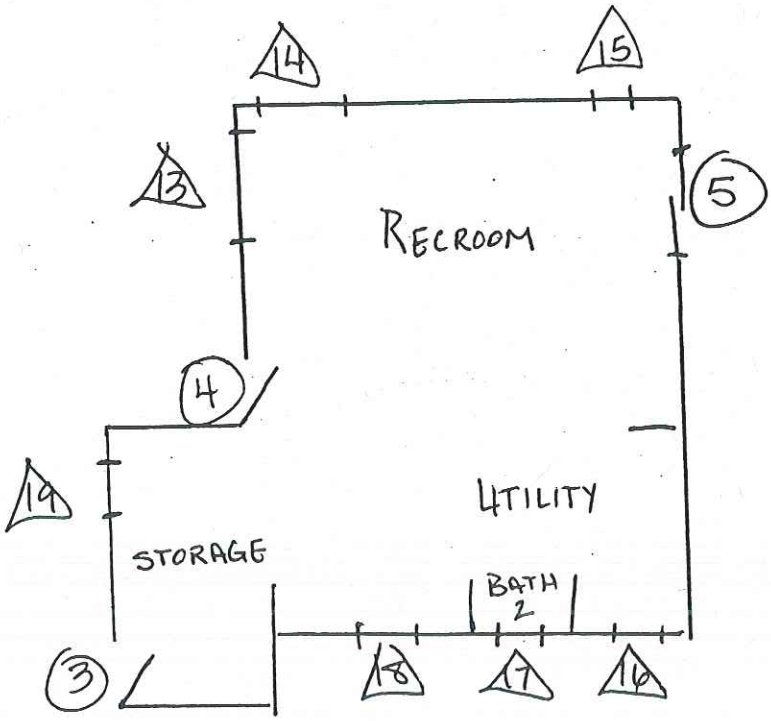

Noise Remedy Floorplan

for location and identification only

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FIELD AUDIT The FAA requires the Port to perform field audits on a percentage of houses insulated by the Noise Remedy Program. The FAA and the Port use the audit information to monitor the success of our noise insulation methods. To gather this data, we must audit a house twice; once before noise insulation work and again when work is complete. Our selection criteria are generally geographic location, structural integrity and availability. Homeowners may also request the audit.

Audits are used to determine the amount of sound reduction of an existing structure. This is accomplished by measuring the interior and exterior noise level at a structure during jet departures from Sea-Tac Airport. Direction of jet departures is governed largely by the wind direction at the time. Air traffic departing toward the north is referred to as north-flow; air traffic departing toward the south is referred to as south-flow.

Because aircraft take off into the wind, the air traffic flow at Sea-Tac changes frequently and unexpectedly as winds shift. This may require a change in the scheduled audit. Certain weather conditions such as heavy rain, fog, or snow can also prevent the audit from taking place as planned. The auditors try to do the work when departures are most frequent, usually the early morning and lunch hours. We ask you to be patient. The noise audit appointment may have to be rescheduled several times. Also, since it is important that <u>only</u> aircraft noise be recorded, we ask that you leave the house during the monitoring. Failure to do so may cause the audit to be deemed invalid.

Three (3) basic steps of the audit process are performed at the house.

Set-up Take noise level readings as needed.

Identify location for placement of each meter.

Quiet the house; close windows and other openings to outside, turn off phones, refrigerators, chiming clocks, etc.

Start computer program and load recording instructions into the meters.

Monitor Ask residents to vacate the house.

Place and start each meter recording.

From the van, identify and note the type of jet and time of the fly-over/fly-by (event).

Log 12-15 events.

Recovery Retrieve and turn each meter off.

Upload events recorded by the meter into the computer program.

Review audit records shown on the computer to determine if the audit is complete and valid.

If the audit is complete and further records are not needed, stow equipment in van and return the house to its condition prior to the audit.

If the homeowner is absent, secure the house.

Return to the office.

If you would like to have your house audited, let your representative know.

6. SUBMIT SIGNED SCOPE OF WORK

You now need to approve the Scope of Work and return it to the Port. After you have approved the recommended Scope of Work, the Port will provide you with five copies of the Scope of Work, three or four of which may be given to prospective contractors. You should retain one copy for your permanent records. The Port will keep a copy as well. You will also be given a current list of contractors. They are familiar with the Noise Remedy Program and the concepts of noise attenuation insulation and have been accepted by the Port to do work with our program.

If you do not wish to sign the Scope of Work at this time, you may have up to three weeks to review it. Then, whenever you have signed it, you may drop it by the Maywood office or mail it to us. Our office hours are 7:00-5:00 Monday-Thursday and Friday 7:00 - 4:30.

DO NOT SIGN YOUR SCOPE OF WORK IF YOUR CONCERNS REMAIN UNRESOLVED.

It is permissible for your Attorney-in-Fact to sign the Scope of Work on your behalf, provided we have a Power of Attorney in our files.

Please write the date that you signed the Scope of Work on the checklist:

Please Note: If, within three weeks after receiving the Scope of Work, you do not sign and return it to the Port, we will assume you are not interested in proceeding with the program and your file will be placed with our inactive records.

7. SCHEDULE BIDDERS

Soliciting Bids — It will be your responsibility to obtain a minimum of three (3) bids from contractors who are approved and listed on the Noise Remedy Program contractors list. You should schedule an appointment with each contractor to visit your home to review the Scope of Work. You should also discuss concerns you may have regarding details of the scope of work with the contractors. Contractors are not allowed to change the content of the Scope of Work, however they can explain how the insulation will be installed.

We encourage you, at your convenience, to review the contractor's files located at the Noise Remedy office. These files contain information provided by homeowners who have completed the insulation process. In addition, we maintain individual contractor background files should you want to review them. All contractors must be licensed and bonded as a requirement to participate in the Noise Remedy Program.

As a final effort to assist you in selecting contractors to bid, you may request a Homeowner Referral List that will identify other homeowners who have completed the process and who were willing to be used as references.

Please write the day, date, time and contractor's name & phone number on the checklist. It is important that this record of which contractors you selected be kept so that they can be contacted, if necessary.

If for some reason you are unable to attend these bids, please notify the contractor and reschedule for another date.

Please Note: If, within three weeks after receiving five copies of the Scope of Work, you do not arrange to have bids submitted to the Port, we will assume you are not interested in proceeding with the program and your file will be placed with our inactive records.

8. PARTICIPATE IN BIDDING

As a result of your scheduled appointment with the contractor, (s)he will visit your home to gather data in order to prepare a bid on your insulation project. Upon arrival, you should provide the contractor with a copy of the approved Scope of Work that you received from the Port. Once the contractor has completed the assessment, (s)he must submit the bid in a sealed envelope to the Noise Remedy office. The bid opening date will be specified on each Scope of Work. Please write the date and time of the bid opening on the checklist (Page 15.)

The Noise Remedy office must receive a minimum of three (3) bids before the bid opening. It is important that you contact bidding contractors soon after receiving your Scope of Work to ensure that bids are submitted in a timely manner. If you plan to be on vacation or out of state, you should notify the Port in advance of your bid opening date. This will confirm your continued interest in the program.

If, for some reason, you decide that you do not want a particular contractor that you invited to your house to bid on the work, please let the contractor know and have him return your Scope of Work so that you can have another contractor use it. If you are uncomfortable doing that, or later decide to not have the contractor bid on the house, you must let us know BEFORE WE OPEN THE BIDS. If notified prior to opening the bids that you do not want to accept a particular bid, then we will not open that bid (however we must still have three other sealed bids to open). Once the bids are open, they will all be considered to establish the identity (and amount) of the low bidder.

On the date specified, provided the Port has received a minimum of three bids, the bids will be opened. All bid openings are open to the public, therefore you or your designated representatives are welcome to attend. Port staff will open and announce the total amount of each bid. They will also identify the apparent low bidder; however all bids will be reviewed for accuracy.

We will notify you by mail of the results of the bids within approximately three (3) working days, identifying the approved low bidder. This letter will also provide instructions on how to proceed.

9. SCHEDULE FINAL SIGN

Within seven (7) days after receiving our letter informing you of the results of the contractor bidding, please call the Port scheduler at 433-5410 to schedule your meeting with a Homeowner Relations Administrator. The purpose of this meeting is to sign the final documents which will commit you to going forward with the sound insulation of your home.

If you have a pre-existing Avigation Easement on your property, be prepared to write a check for 20% of the low bid amount (specified in your letter) at this meeting. The check will be deposited in an interest-bearing escrow account to be released upon completion of the work. The interest from the account will be sent to you.

Again, if any of the owners of the property will be unavailable for this meeting, we encourage you to secure a person to act as Attorney-in-Fact on their behalf. If someone with a Power of Attorney will be signing the documents, please notify the scheduler when making your final sign appointment.

Please write the date and low bidder's name and number on the checklist. Also write the day, date, time, and name of the Homeowner Relations administrator who will conduct your final sign appointment on the checklist.

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

Please Note: If, within four weeks after receiving the letter of bid opening results, you do not schedule attendance for a Final Sign Meeting, we will assume you are not interested in proceeding with the program and your file will be placed with our inactive records.

10. FINAL SIGN

THIS IS YOUR FINAL APPOINTMENT BEFORE CONSTRUCTION!

During this appointment at the Noise Remedy office, you will sign a **Homeowner Participation Agreement - Final Approval** document. This will assure the Port that you understand the program and wish to continue. You will also sign the **Sound Insulation Contract**. It is important that you fully understand the details of the work that is to be done in your home, including cost and time limitations. This is your contract with the contractor. Again, if you have any questions, please ask your Homeowner Relations Administrator or any Noise Remedy staff person for help.

Also during this appointment, you will sign the "**Contractor Notification**" letter which advises the contractor that you are ready to proceed. When you and the contractor agree on a date to proceed with construction and after the contractor has submitted the necessary paperwork to the Port, that date will be indicated on the contract and copies will be mailed to you and the contractor as a confirmation.

Finally, you will sign an **Avigation Easement**. This easement is a legal document. A copy of the easement is included in this packet. We urge you to read and review it with anyone of your choosing. We will be happy to answer any questions that you might have about it. Once this easement is signed by the homeowner, it will appear on your title for the life of the property. The Avigation Easement will be recorded with King County shortly after you sign the Final Documents.

Note: If Port staff needs to make changes to your Scope of Work during the bid process (errors discovered by the contractors, or last minute changes for other reasons), an "Addendum" will be issued so that bidding contractors will know that this is an approved revision. You will be required to sign an acknowledgment that you received this addendum during your final sign appointment.

At the end of your final sign appointment, you will receive copies of the signed documents.

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Port of Seattle

HOMEOWNER PARTICIPATION AGREEMENT
FINAL APPROVAL

The parties to this Agreement are the undersigned as listed below ("Homeowner") and the Port of Seattle, a Washington municipal corporation "Port"). Homeowner has legal title to real property and improvements located at **«DwellingAddress», «City», Washington «ZipCode»** ("Premises"). The Port is the operator of Seattle-Tacoma International Airport ("Airport") and administers the Noise Remedy Program ("Program").

WHEREAS, Homeowner has previously entered into the "Homeowner Participation Agreement - Initial Authorization" ("Initial Agreement") with the Port which described certain obligations to be performed by the Port and Homeowner as part of the Port's Noise Remedy Program and Homeowner and Port now desire to proceed with the remaining parts of the Program which affect Homeowner;

WHEREAS, the Port desires to attempt to alleviate aircraft-generated noise levels in residences in the immediate Airport vicinity; and

WHEREAS, Homeowner desires to reduce aircraft-generated noise levels within the Premises;

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

1A. Avigation Easement and Subordination Agreement. In consideration for participating in and receiving the benefits of the Program, Homeowner agrees to convey to the Port an avigation easement which will be recorded upon receipt by the Port of a fully executed Sound Insulation Contract as described in Paragraph 2 of this Agreement. In the event Homeowner withdraws from the Program prior to the Contract being fully executed, the avigation easement will be returned to Homeowner. Homeowner shall, at the Port's request, obtain the signed agreement of any lienholders who have a lien on the Premises to subordinate their interests to the avigation easement.

Pre-existing Avigation Easement. Homeowner acknowledges that an avigation easement on the Premises was previously conveyed to the Port. In consideration for participating in the Program, Homeowner shall pay to the Port twenty percent (20%) of the Port-authorized insulation costs, plus sales tax. This amount equals **$«M_20Amt».**

1B. Homeowner Program Participation Payment. The Port, in consideration for Homeowner's conveyance of the avigation easement, agrees to pay eighty percent (80%) of the Port-approved costs of noise insulating the Premises and to allow Homeowner to participate in the Program, subject to any limitations or conditions described in this Agreement.

Any money collected from the Homeowner shall be placed into an escrow account at United Savings & Loan Bank (601 South Jackson), which will be used to compensate the Contractor undertaking the noise insulation work. Interest accrued shall be distributed to Homeowner when the account is closed.

2. Homeowner-Contractor Sound Insulation Contract. Homeowner shall execute with the Contractor a contract on the form provided by the Port (the "Sound Insulation Contract").

3. Inspection. Homeowner agrees to allow Port personnel to inspect any and all work performed by the contractor under terms of the Sound Insulation Contract during construction and after completion of the construction, as requested by the Port.

4. Optional Improvements. Homeowner may request Contractor to perform optional work in addition to that set forth in the Sound Insulation Contract. Homeowner and Contractor shall enter into a separate written agreement for any such optional work. Homeowner shall be solely responsible for all costs associated with such optional work. Homeowner shall advise the Port in writing of all such optional work requested. The Port reserves the right to require Homeowner to defer any such optional work which will affect the sound insulation work until after the Port has completed all necessary acoustical measurements.

5. Change Orders. In the event additional work or time beyond that set forth in the Sound Insulation Contract is necessary to sound insulate the Premises or deletion of work is required, the following procedures will be followed:

A. Submission of Contract Change Order (C/O) Form. Contractor shall submit to the Port a C/O, which should be filled in by the Contractor and signed by both the Homeowner and the Contractor. If the Port approves the C/O, copies shall be returned to the Homeowner and to the Contractor, who may then proceed with the additional work.

B. Deletion of Work. The Port may delete any work set forth in the Sound Insulation Contract by a Contract Change Order signed by the Port if such work requires additional work to be performed, the cost of which is excessive as determined by the Port, or if the Contractor encounters asbestos or other situations which may pose a health concern. Homeowner may direct the additional work be carried out in this situation, but Homeowner shall bear the cost of such work.

6. No Removal of Insulation. Homeowner shall maintain and not intentionally remove any of the noise insulation materials and equipment installed as part of the Program.

7. Release Of Funds. Upon final acceptance of the work by the Homeowner and Port, funds shall be released to the Contractor as set forth in the Sound Insulation Contract. If Homeowner unreasonably refuses to accept the work, the Port may release the funds unilaterally.

8. Transaction Assistance. (Available to homes within the Neighborhood Reinforcement Area only.) Homeowner shall be eligible for Transaction Assistance ("TA") at a later date, subject to Paragraph 11 below, and provided TA is still available at the time Homeowner becomes eligible to enter TA. Homeowner shall be provided a TA Voucher upon the completion of sound insulation, which Voucher entitles Homeowner to participation in the TA program.

9. Hold Harmless. Homeowner agrees that the Port, its Commission, officers, employees, agents, and consultants (collectively "Port") shall not be liable and further waives all claims for expenses and damages, for any injury (including death) to any person or for damage to any property sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as part of the Program. Homeowner shall hold the Port harmless from all liability and expense in connection with all claims, suits and actions brought against the Port, by any person or entity as a result of or on account of actual or alleged injuries (including death), 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 the Program, except where such injuries, deaths, or damages are caused by the sole negligence of the Port; provided further that if and to the extent that this Agreement is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss, or expense arises from the concurrent negligence of (1) the Port and (2) Homeowner, it is expressly agreed that Homeowner's obligations of indemnity under this paragraph shall be effective only to the extent of Homeowner's negligence. The obligations of this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

10. No Warranties. The Port does not represent or warrant that Homeowner will experience any improvement in the noise levels within the Premises as a result of any work undertaken as part of the Program. The Port further makes no warranties and disclaims any responsibility or liability for the manner or quality of the work undertaken or materials supplied.

11. Cooperation. Homeowner agrees to cooperate fully with the Port during this program (and to insure the cooperation of tenants, if any). If Homeowner fails to cooperate or falsifies or modifies any Port documents, then Homeowner will be withdrawn from the program and will not be eligible to re-enter the program for at least one year from the date of withdrawal.

12. Withdrawal. Homeowner may withdraw from the Program at any time prior to the Sound Insulation Contract being fully executed by the Homeowner and Contractor. In such event, Homeowner may remain eligible to enter the Program at a later date provided they pay any duplicated administrative or other costs which are required. Homeowner may not withdraw from the Program after the Sound Insulation Contract has been fully executed without the prior written approval of the Port. In the event the Port allows Homeowner to withdraw, Homeowner may be held responsible for all costs of construction (including window costs) already incurred plus any additional costs of termination.

13. Term. This Agreement shall begin as of the date indicated below and shall terminate upon the earlier of the date the work is accepted by the Port or withdrawal of Homeowner from the Program.

14. Entire Agreement. This Agreement is the entire agreement between the Port and Homeowner and shall not be changed or modified without a written agreement hereto.

15. Cost. The Port-approved cost for this insulation work is **$«LowBidAmt»** of which the Port will pay 80% or **$«M_80Amt»**, plus sales tax.

DATED this _____ day of _____, 19 ____.

PORT OF SEATTLE	HOMEOWNER(S)
By _____	_____
Earl Munday, Manager Noise Remedy Program	**«HomeownerName1»**
	_____
	«HomeownerName2»

SOUND INSULATION CONTRACT

TO BE SIGNED PRIOR TO COMMENCEMENT OF THE WORK: **PARCEL # «Parcel_Number»**

«LastName», «MrMrs»	«DwellingAddress», «City», «State» «ZipCode»
Homeowner	Homeowner's Address
«HomePhone»	
Home Phone	Business Phone
«ScopeDate»	11/1/96
Scope of Work Dated	Standard Specifications Dated

1. «MrMrs» «LastName» ("Homeowner") requests and authorizes «LowBidder» ("Contractor") to install at the above job address the sound insulation as set forth in the Contract Documents (the "Work") for which the Port will pay $«LowBidAmt» (Port Amount), **excluding** state sales tax.
2. Contractor agrees to complete all work within thirty (30) consecutive calendar days from _____, the date of the **Notice to Proceed (NTP)** unless extended in writing by Homeowner and Contractor.
3. All representations and warranties made by Contractor pursuant to the Contractor Participation (Eligibility) Agreement between Contractor and the Port of Seattle ("Port") are hereby made by Contractor to Homeowner.
4. All work performed under this Contract shall conform to the Contract Documents.
5. "Contract Documents" shall be defined as set forth in the Terms and Conditions, on the reverse side hereof.
6. Contractor and Homeowner further agree to the Terms and Conditions on the reverse side hereof.

CONTRACTOR	HOMEOWNER SIGNATURE	DATE EXECUTED BY HOMEOWNER
CONTRACTOR SIGNATURE	HOMEOWNER SIGNATURE	DATE EXECUTED BY HOMEOWNER

TO BE SIGNED FOLLOWING COMPLETION OF THE WORK:
(Please return this contract to the Port of Seattle, Noise Remedy Office, 1410 S. 200th Street, Seattle WA 98198)

CONTRACTOR

1. ☐ I have completed the work as of _____, 19 __ and hereby release Homeowner from any and all claims under this Contract.

2 ☐ I have completed the work except for those items on the attached list prepared by Homeowner. I hereby release Homeowner from any and all claims under the Contract except any claims relating to any items on the attached list.*

Signed: _____

Company: _____

Address: _____

Phone: _____

HOMEOWNER

Contractor has/has not completed satisfactorily all of the work. I hereby authorize the Port to issue payment on my behalf to the Contractor for:

1A. ☐ Work satisfactorily completed: 100% of the Port Amount plus Port approved change orders.

2A ☐ Work not satisfactorily completed: 90% of the Port Amount plus 90% of Port-approved change orders. Items remaining to be completed are set forth on the attached sheet. Within seven (7) days of completion of these items, I will authorize final payment by completing below.*

Signed _____

Dated: _____

* ☐ (If Box 2 is checked.) I have completed the items on the attached list and hereby release the Homeowner from all remaining claims relating to the Contract as of _____, 19___.

Signed: _____

Dated: _____

* ☐ (If Box 2A is checked): Contractor has completed the items on the attached list as of _____, 19___. I hereby authorize the Port to issue payment on my behalf to the Contractor in the amount of 10% of the Port Amount plus 10% of Port-approved change orders.

Signed: _____

Dated: _____

TERMS AND CONDITIONS

1. Contractor shall perform all work to be done pursuant to the Contract Documents, which are documents expressly incorporated into this Contract, and which consist of the Contract, the Bid, the Standard Specifications and Detail Book for the Noise Remedy Program and the Scope of Work for the sound insulation of the residence described on the front side of this Contract. Nothing in this Contract or the Contract Documents shall be construed to create any relationship between the Port, its officers, representatives, employees or agents, and Contractor.

2 No work shall be commenced until after the official Notice to Proceed date.

3. By execution of this Contract, Contractor represents that it has visited the site of the work and familiarized itself with all conditions under which the work is to be performed; Contractor has further satisfied itself that the Contract Documents fully indicate the extent and requirements of all work to be performed hereunder.

4. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for performing, scheduling and coordinating all portions of the work in a proper manner and in strict compliance with all applicable codes, rules, regulations, and laws.

5. Contractor warrants to Homeowner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. All work not so conforming to these standards may be considered defective, and may be rejected. Any defective or unauthorized work or materials shall be immediately remedied, removed, replaced, or disposed of at Contractor's expense.

6. To ensure compliance with the Contract Documents, Homeowner has agreed that all work done and materials furnished may be subject to inspection by a Port representative. Work done or materials used without inspection may be ordered removed and replaced at Contractor's expense.

7. Contractor shall be responsible for the acts and omissions of all its agents and employees and all its subcontractors, suppliers, their agents and employees, and all other persons performing any of the work for Contractor.

8a. When Contractor determines that the work is completed, Contractor will request that an inspection of the work be performed. Homeowner hereby agrees to perform or ask the Port to perform such inspection. If the Inspector determines that the work is in compliance with the Contract Documents, and Homeowner accepts the work and signs on the appropriate line on the first page of this Contract, the Port will issue payment on behalf of the Homeowner in the amount of the Port Amount plus Port-approved change orders.

b. If the Port determines that the work is in compliance with the Contract Documents but Homeowner does not accept the work, Homeowner shall so notify the Port, and shall provide Contractor with a list of items which must be completed by Contractor in order for the work to be accepted. Upon such notification, the Port will issue payment on behalf of the Homeowner to Contractor in the amount of 90% of the Port Amount and 90% of Port-approved change orders.

c. Upon completion of the items provided on the list described above, Homeowner shall sign the front of this Contract to signify it accepts the work. The Port will then issue payment on behalf of the Homeowner in the amount of the remaining 10% of the Port Amount and 10% of the Port-approved change orders. Final acceptance shall not be unreasonably withheld and will be issued upon a showing of material compliance to the contract erms.

d. Upon completion of work performed pursuant to the Contract Documents and as a condition to payment, Contractor shall: (1) give Port and Homeowner completed lien waivers covering all work performed and materials supplied; (2) give Port completed subcontractor/supplier disclosure forms, reporting all monies paid to subcontractors and suppliers and the name and phone number of each subcontractor and supplier; and (3) sign all appropriate places on the front of this Contract.

e. No payments shall be made to contractor under this Contract, until Contractor has complied with all the conditions set forth in subsection d. of this Paragraph 8.

f. Final acceptance and contract close-out for optional improvements which are not part of the Sound Insulation Contract will be accomplished separately by and between the Homeowner and the Contractor and shall not be the basis for delaying final acceptance & contract close-out of this Sound Insulation Contract.

9. In addition to Contractor's obligations to correct all deficient work appearing during the course of performance to this Contract, Contractor shall remedy all defects due to faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of completion of the work under this Agreement, or within such longer period of time as may be prescribed by law.

10. If Contractor determines that the work must be modified from the Contract Documents or a governmental agency requires modifications, corrections or revisions to the work, Contractor shall promptly notify Homeowner in writing. Contractor shall not proceed until receipt of a Port approved change order signed by the Homeowner, the Port and Contractor. The change order may in addition delete work.

11a. Contractor shall defend, indemnify, and hold harmless Homeowner from all liability, claim, damages, losses, and expenses, whether direct, indirect or consequential (including but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of the performance of this Contract, caused, or alleged to be caused, in whole or in part, by any negligent act or omission of Contractor (which for the purposes of subparagraphs a and b of this paragraph only shall include Contractor and all its subcontractors, suppliers, agents, any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable); provided, however, that where such liability, claim, damage, loss or expense arises from the concurrent negligence of Homeowner and Contractor it is expressly agreed that the obligations of indemnity of the respective parties under this paragraph shall be effective only to the extent of their respective negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Contractor to defend, indemnify, or hold harmless Homeowner or its agents from such claims, damages, losses or expenses caused by or resulting from the sole negligence of Homeowner or its agent.

b. The indemnification obligation of sub-paragraph 'a' above shall not be limited in any way by compensation benefits payable by or for Contractor under applicable workers or workman's compensation benefit or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Contractor expressly waives any immunity Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

12. Contractor shall pay all attorneys' fees and expenses incurred by Homeowner in establishing and enforcing Homeowner's rights under this Contract, whether or not suit was instituted.

13. Contractor shall provide insurance at its own expense in the following types and amounts:

a. One million dollars ($1,000,000) for comprehensive general liability, including contractual liability, products and completed operations liability, personal injury liability, and/or broad form comprehensive general liability endorsement including these coverages; or

Comprehensive general liability, including contractual coverage and products and completed operations coverage;

Personal injury Five hundred thousand dollars ($500,000) each occurrence

Property damage Five hundred thousand dollars ($500,000) each occurrence; and

b. Comprehensive automobile liability, including coverage for owned and non-owned vehicles

Personal injury Five hundred thousand dollars ($500,000) each occurrence

Property damage Five hundred thousand dollars ($500,000) each occurrence

All policies shall name Homeowner and the Port as additional named insured. Contractor shall provide satisfactory evidence that it has insurance in the above types and amounts.

Contractor shall certify that its operations are covered by the Washington State Worker's Compensation Fund. Contractor shall provide its Account Number; or if self-insured, its Certificate of Qualification Number.

Evidence satisfactory to Homeowner and the Port of Insurance and Worker's Compensation coverage shall be provided to Homeowner and the Port within thirty (30) days of execution of this Contract, unless extended in writing by Homeowner and the Port. This Contract shall terminate if such satisfactory evidence is not timely provided.

In the event Contractor fails to maintain insurance coverage in the amounts described above during the term of this Contract, this Contract shall terminate.

14. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, Homeowner may, after seven (7) days' written notice to the Contractor and the Port, and without prejudice to any other remedy it may have, make good such deficiencies and may terminate the Contract and take possession of the site and of all materials and may finish the work by whatever method it may deem expedient.

15. In the event of the occurrence of unforeseen circumstances or Contractor's failure to complete the work within the Contract time, Homeowner may, upon written notice to Contractor and the Port, suspend the work, in whole or in part, for a period of up to fourteen (14) consecutive calendar days.

16. Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations which apply to the performance of this Contract. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

17. This Contract shall be construed in accordance with and be governed by the laws of Washington.

Port of Seattle/Noise Remedy
1410 South 200th Street
Seattle, Washington 98198

AVIGATION EASEMENT

Instruments contained herein

Parcel No. **«Parcel_Number»**
W.O. No. **«WorkOrderNum»**
Tax Parcel: **«TaxParcel»**

1. This easement is conveyed from **«HomeownerName1»** and **«HomeownerName2»** (hereafter "Grantor") to the Port of Seattle, a Washington State municipal corporation (hereafter "the Port").

2. Grantor is the owner of land and improvements thereto located at **«DwellingAddress»** in the City of **«City»** , County of King, State of Washington, and described as follows:

«LegalDescription» (hereafter "Premises").

3. The Port is the proprietor of the Seattle-Tacoma International Airport.

4. Grantor, Grantor's heirs, executors, administrators, successors, and assigns, in consideration of the Port's agreement to assist with certain modifications and installations on the Premises for noise-impact reduction purposes, and as required under R.C.W. 53.54.030(3), conveys and warrants to the Port, 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 Seattle-Tacoma International Airport ("Airport"), including any additions thereto wherever located, hereafter made by the Port or its successors and assigns and for the benefit of the Port, its successors, assigns, guests and invitees, 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 to 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 furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

5. The Easement Level for average yearly noise exposure as that term is used in Paragraph 4 shall be determined by reference to the Port's 1991 FAA accepted noise contour map showing noise contours at intervals of one decibel day/night level (DNL). The base level for this parcel is the yearly average noise exposure at the more severe of the two contour lines that lie on either side of the property and is **«LDN»** DNL. The Easement Level shall not be deemed to be exceeded unless anyone so claiming establishes that the yearly average noise exposure as defined herein has increased by more than 1.5 DNL above the base 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. Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor 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 Grantor covenants with the Port, 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 _____, 19__.

GRANTORS

_____

«HomeownerName1»

_____

«HomeownerName2»

STATE OF WASHINGTON)
)ss.:
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that **«HomeownerName1»** and **«HomeownerName2»** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

_____

Notary Public in and for the State of Washington
residing at _____.
My appointment expires on_____.

Notary Seal

_____, 19___

SAMPLE

_____

Dear _____:

SUBJECT: Sound Insulation of the **«LastName»** residence located at **«DwellingAddress», «City», Washington «ZipCode»**.
Telephone No. **«HomePhone»**

This is to inform you that your company has been identified to do the Sound Insulation of our home. Before we can allow construction to begin and **within thirty (30) days of the date of this letter**, you must **submit** the following items to the Port of Seattle Noise Remedy Office at 1410 South 200th Street, Seattle, Washington 98198-3311.

1. The original **signed** Sound Insulation Contract

2. Proof of Insurance in the types and amounts listed in Paragraph 13 of the Sound Insulation Contract and **naming the Homeowner and Port of Seattle as additional insureds.**

3. **Fully executed "Statements of Intent to Pay Prevailing Wages"** for general contractor and any applicable subcontractors.

4. Notice of the date you will begin the work agreed upon by all parties involved (Window Supplier, Contractor & Homeowner). Please provide this date along with the signed contract, insurance, and Intent to Pay Prevailing Wages forms **in sufficient time to allow us to provide the homeowner with their copy of the Notice to Proceed at least five (5) days prior to start of construction.**

Any materials for the job should be ordered at this time. The Notice to Proceed date should be a date following the expected delivery of these materials. If this date should change, please notify Colleen in the Port of Seattle Noise Remedy office. **Under no circumstances should you begin work on a project prior to the Notice to Proceed date given to the Port.**

Please forward this information directly to Port Administrative Staff within the thirty (30) days allowed so that we can get our project underway as soon as possible. If you have any questions regarding any of these requirements, please contact Colleen at 248-7473 or Barbara at 431-5914.

_____
Homeowner

_____
Homeowner

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11. SCHEDULE CONSTRUCTION START DATE

After the final documents have been signed, Port staff will notify the contractor to begin submitting the required paperwork. The contractor has thirty (30) days in which to fulfill these requirements. When you and your contractor agree on a date and the Port has obtained the required paperwork from your contractor, the Notice to Proceed date will be filled in on the Port's copy of the Contract and copies will be mailed to you and to your contractor.

Please write the date of your Notice to Proceed on the checklist.

12. CHANGE ORDERS AND INSPECT WORK

It will be your responsibility as the homeowner to see that the work is completed to the Port's sound insulation standards. The Port, however, reserves the right to make inspections on a "spot check" basis. We ask your cooperation with Port staff who may be calling on occasion to schedule these inspections.

Homeowner inspections are an integral part of the construction process. All work should be given an interim and a final inspection. These are conducted to ensure that the work is performed correctly and meets the standards set forth in the contract documents. To assist you in the inspection process, a support narrative has been included in the Standard Specification and Detail Book (Spec. Book).

The Spec. Book is intended to be a guide. It has been designed to assist the homeowner during the construction process. It is organized by divisions, according to the type of work being performed. Each division includes a text that will guide you through the inspection process, along with the specifications needed to ensure the work is being performed correctly.

The most important step in the inspection process is the review of the construction documents. These are the Scope of Work, the Specification Book, and the Contract. It is important that you know and understand them.

OPTIONAL: You may feel you are unable to do an inspection of the work, or simply would rather have a Representative do the inspection. If this is the case, please call your Representative to arrange a time for a Representative to come to your home to inspect the contractor's work. **Enter any inspection dates scheduled on your checklist.**

Following is the Punchlist. THIS IS THE FINAL INSPECTION DOCUMENT. It should be done after the contractor gives you notice that he has completed the work. When you have satisfactorily completed this form, you should enter the date on the checklist and notify the contractor that you are ready to sign the contract. Your contractor must submit this punchlist to the Port along with the signed contract and other paperwork.