



OWNER HANDBOOK

Single-Family Home Sound Insulation Program

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Welcome!

Thank you for your interest in the Port of Seattle's Single-Family Home Sound Insulation Program ("SFHSIP" or "Program"). This Program is designed to reduce the impact of aircraft noise within your home.

This Owner Handbook provides information on the SFHSIP and is a resource guide for questions and concerns you may have. Please review this Handbook completely, and you will find the answers to most of your questions as well as details about how the Program will work for you. You will receive an Owner Briefing on the Program and can get additional information from the Program Team during this meeting.

PLEASE NOTE:

Your participation in the Program is entirely voluntary.

The Port of Seattle (Port) wants owners to have the information they need to make an informed decision about participating in the Program.

Owners of qualified properties who choose to participate in the Program and are approved for participation by the Port must sign important binding legal documents including the Owner Participation Agreement and the Avigation Easement and Release of Claims. More information about the required documents is provided in this Handbook.

You are strongly encouraged to review this Handbook and the required documents with any advisor of your choosing, including your attorney, before you sign any documents for participating in the Program. Samples of the required documents are included at the end of this Handbook.

The Handbook describes the typical methods of the Program Team's procedures and interactions with participants; however, with COVID-19 restrictions, some appointments, meetings, and contacts with owners may be conducted virtually, whenever possible. The handbook will be made available electronically and/or printed to homeowners.

When appointments are conducted in person, they will be performed in accordance with the current COVID Plans developed by our consultants and contractors. The COVID Plans will be updated as necessary to be consistent with all federal, state, and local regulations and guidelines related to COVID-19.

If you can't find the answers you need, or have comments or concerns about the Program, please contact:

Airport Noise Programs Office Telephone: (206) 787-5393

Thank you for your participation and cooperation. We look forward to working with you.

Owner Benefits & Improvements

One of the goals of the Program is to achieve a noticeable reduction in the amount of noise that enters your residence. While no residence can be completely “sound-proofed,” the quality of life in your residence may be improved by reducing how much sound enters your living areas. These sound insulation improvements can also provide increased energy savings, and in some cases reduced maintenance costs on the new window and door products. Homeowners have also reported to the Port that new doors and windows have improved the appearance of their homes.

Understanding Residential Sound Insulation

The FAA has specific guidelines and regulations that govern the implementation of any sound insulation program. Based on FAA design criteria in the Airport Improvement Program Handbook, there are two ultimate goals of sound insulation programs. The guidelines state that:

1. *“The design objective in a residential noise insulation project generally should be to achieve the requisite Noise Level Reduction (NLR) when the project is completed. (This is mathematically equivalent to achieving a DNL of 45 dB in all habitable rooms.)”*
2. *“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.”*

Some types of building structures provide better noise reduction than others. For example, masonry construction provides a better noise buffer than wood frame construction. However, because sound follows the path of least resistance, the most critical areas in sound insulating a home are openings in the home’s exterior surfaces such as doors and windows. Professionals describe these as “noise paths”. Replacement of your current windows and doors with acoustically rated products should result in noticeable differences in interior noise levels in your home.

In less technical terms, sound insulation can include any acoustical treatment that reduces noise finding its way inside the home from outside that same home. The specific noise that this Sound Insulation Program is concerned with is aircraft noise. The noise level in the home is determined by:

1. *the source of the noise, and*
2. *the construction of the home, and how well the walls, roof, doors, and windows block noise from entering the interior spaces.*

Sound is measured in decibels, or dBA, a scale that accurately describes the sound perceived by humans. The human ear can perceive differences in sound levels that vary just 3-5 decibels. For every 10-decibel decrease, the perceived sound level is cut in half. The Sound Insulation Program seeks to strengthen the weakest noise paths into your home to provide a minimum sound reduction of 5 decibels in the interior areas of your home.



Noise Paths to Your Home

PLEASE NOTE: Because of the variables described above, neither the Port nor the Contractor who will be installing the acoustical treatment can promise or guarantee any particular reduction in interior noise levels.

Your Professional Program Team

The Program Team includes specially trained architects, engineers, construction managers, acoustic and environmental specialists, all working together to successfully plan and complete the sound insulation improvements to your property. Collectively, Program Team members have completed sound insulation treatments in over 25,000 homes, apartments, schools, and places of worship throughout the country. At various times during this process, members of this team will:

- ✓ Meet with you to discuss the Program and document existing conditions of the property.
- ✓ Prepare a written scope of work with accompanying graphics and floor plans to illustrate the recommended acoustic treatments to your property and discuss them with you.
- ✓ Provide daily observation and comprehensive inspection of the construction work on your property from start-up through completion.
- ✓ Perform pre-construction acoustic test to determine eligibility. Some homes will have post-construction acoustic testing to ensure the products installed provide a meaningful noise reduction.
- ✓ Provide documents setting out the warranties from manufacturers of the installed materials and equipment and the installing contractor for contractor workmanship. The Port does not provide any warranties.

Sound Insulation Program Eligibility and Requirements

For a home to be considered for the Program, it must be:

- ✓ A legally permitted residential structure constructed before December 3, 1986 in the City of Des Moines and, in all other cities near the Airport, built prior to September 6, 1987
- ✓ Located within the Noise Remedy Boundary established by the current FAA-accepted Noise Exposure Map (NEM)
- ✓ An owner or tenant-occupied residential structure
- ✓ Clean title (no adverse judgements or unresolved liens)
- ✓ Have an average interior noise level that is DNL 45 dB or greater with the existing windows closed.

Noise Remedy Boundary

The Program can only provide sound insulation improvements to properties located inside the Noise Remedy Boundary that exists when installation of the improvements begins. The Noise Remedy Boundary is established under FAA guidelines using noise modelling and the FAA's required noise metric known as Day-Night average sound Level or "DNL". DNL is calculated as a 24-hour average (measured in decibels) with nighttime noise weighted at a level 10 times that of daytime noise. The FAA has determined that a property must be located within an approved boundary area with a DNL level of at least 65 dB DNL to be potentially eligible for sound insulation. A DNL noise contour is produced using sophisticated noise modelling software using the FAA-required method, and this contour forms the basis for the Noise Remedy Boundary.

Average Interior Noise Level

Pre-construction acoustic testing is the calculation of the existing interior noise level to determine eligibility to participate in the sound insulation program based on FAA criteria. The average interior noise level of a particular property is determined through the acoustical measurements of all habitable spaces with the windows closed. This requirement applies whether or not the structure has a ventilation system.

Eligible Areas

Areas eligible for acoustic treatments are considered "habitable" spaces designed to be occupied year-round and meet all local building code requirements in the residence. These are defined by the FAA and, include spaces for living, sleeping, eating, or cooking.

Non-Eligible Areas

Bathrooms, closets, halls, vestibules, foyers, stairways, laundry, garages, storage areas and utility rooms are considered non-eligible areas, unless there is no practical way to isolate them

acoustically from an eligible room. Other non-eligible areas include:

- Incomplete and unfinished rooms or additions where there are exposed wall and ceiling framing members. This includes rooms that fail to meet minimum building code, were not legally permitted, or do not meet zoning standards.
- Properties determined to be structurally inadequate through design, rot, or structural damage. Eligibility can be achieved once, at the Owner's expense, all deficiencies are corrected. The residence would move to an "On Hold" designation until repairs are completed and verified.
- Sunrooms, enclosed porches, breezeways, etc. will be evaluated at the design site visit to determine if they meet the following criteria for year-round habitability: adequate and permanent source of heat; minimum standard building construction; code-conforming assembly at foundation, wall, ceiling and roof; and conformance with code requirements for room size and dimensions. If all these criteria are not met, the Program will not provide acoustic treatments in those areas.

Required Documents

This is a voluntary program. The decision of whether to sign up for or participate in the Program is entirely up to you.

PLEASE NOTE: Although participation in the Program is voluntary, Owners who choose to participate and are approved for participation by the Port must sign certain documents and binding legal agreements and must provide an Avigation Easement and Release of Claims to the Port.

You are also strongly encouraged to review the Handbook and required documents with any advisor you choose, including an attorney, before signing any of the required documents. Fees incurred for that review are the responsibility of the owner.

The documents required for participation in the Program are:

- Owner Application
- Owner Participation Agreement
- Owner Avigation Easement and Release of Claims
- Subordination Agreement (if there is a loan or other lien on the property)
- Owner Scope of Work Acceptance

These required documents are briefly described and summarized below. These documents must be signed without modification of their terms. You should read each document carefully and in full before signing.

Owner Application

The Application will be sent to owners to gather general information about you and the property. Completion of the application expresses the owner's interest in participating in the Program. A Program Application must be completed and returned to the Port prior to participating in the Program. This enables us to begin the communications process.

Owner Participation Agreement

After receiving and verifying the eligibility of an Owner's Application, the Program Team will send the owner a copy of this Handbook, including the required documents. The Program Team will then schedule and conduct an Owner's Briefing that explains the Program and provides an opportunity to ask questions.

Owners deciding to move forward with the Program will need to sign an Owner Participation Agreement. Once signed, this Agreement allows members of the Program Team to enter the property to perform the required design activities. The Owner Participation Agreement outlines the Port and owner's responsibilities regarding the implementation of the sound insulation treatments. The Owner Participation Agreement needs to be signed by all persons listed on the deed of the property prior to the start of design. A sample copy of the Owner Participation Agreement is on pages 20-24.

Avigation Easement and Subordination Agreement

State law requires the Port to obtain an Avigation Easement and Release of Claims ("Avigation Easement") from any owner who participates in the Program in return for the Port paying the cost of the sound insulation improvements. The Port has hired an independent easement acquisition consultant who will assist owners through the process of signing the required Avigation Easement and facilitating provision of a Subordination Agreement with any lenders or other lien holders.

Owner Avigation Easement And Release of Claims

The Owner Avigation Easement grants the Port the right to use the airspace over and in the vicinity of the property for aircraft using Sea-Tac Airport, including the right of free, unrestricted and unobstructed flights; and acknowledges that the effects that may result from the flights of aircraft, and aircraft using, taking off and/or landing at Seattle-Tacoma International Airport, are an authorized permanent burden on the property. State law also requires that the owner grant the Port a release of claims for such activities and limits any recoverable damages to those caused by activities exceeding those authorized by the Avigation Easement. The Avigation Easement must be signed by all persons listed on the deed of the property, will be recorded in the public real estate records, and then becomes a part of the title of the property. A sample copy of the Owner Avigation Easement is on pages 25-28.

Subordination Agreement

A Subordination Agreement is required if there is an existing mortgage, deed of trust, or other lien on the property. The Subordination Agreement provides that foreclosures, sales or other transactions will not remove the Avigation Easement from the title of the property. Properties that do not have a mortgage or lien holder will not be required to execute a Subordination Agreement. A sample of the Subordination Agreement is on pages 29-31.

While these documents must be signed in order to participate in the Program, the Avigation Easement and Subordination Agreement will not be executed by the Port and recorded on the title of the property until after the owner has executed a Scope of Work Acceptance.

Owner Scope of Work Acceptance

A final design review meeting will take place with the owner to give an opportunity to walk through the home to review treatment recommendations. At this appointment, the owner will have the opportunity to sign the Scope of Work Acceptance for their home. If the owner does not sign the Scope of Work Acceptance within the time allowed by the Owner Participation Agreement, the owner's participation in the Program ends. If the owner timely signs the Scope of Work Acceptance, the Port is authorized to install the sound insulation treatments and improvements and the homeowner will be responsible for costs incurred in the Program if the homeowner later withdraws from it, which can only be done with the agreement of the Port. A sample of this document is on pages 32-33.

Availability During the Sound Insulation Process

Owners that participate in the program must be personally available for:

- Pre- and post-construction acoustic testing
- Signing required documents
- Design visits
- Pre- and post-construction walk-throughs and inspections.

During construction the owner or an authorized designated representative aged 18 or older, must be present to open and secure the property. Owners of rental properties must coordinate access to the dwelling with their tenants, obtain any required consent from the tenant for entry to the property, and ensure the tenants are aware of the planned activities for all scheduled site visits or work.

The Sound Insulation Process

This Handbook describes the typical methods of the Program Team's procedures and interactions with participants. The process on a particular project may vary.

The Program process may be more complex than other property improvement projects in which you have been involved. This multi-part process includes various pre-testing, documents, and professional design services to develop the tailored noise reduction plan for your property before starting the construction work required by the designs. The steps in this process are summarized below.

1. **Owner Application** – Potentially eligible owners will be sent an application to gather general information about you and the home. Completion of the application expresses the owner's interest in participating in the program. After receiving a completed application, the Program Team will send the owner a copy of the Owner Handbook, which includes the required documents.
2. **Owner Briefing** – A briefing will be held at the residence or remotely. Owners will be given the opportunity to learn more about the sound insulation process. The Program Team will also review the Program, this Handbook and share required documents that you will need to sign as part of participating in the Program. Be sure to ask any questions you have or request any information you need to decide whether to sign up for the Program.
3. **Sign Owner Participation Agreement.** If you decide to proceed, you must sign the Owner Participation Agreement. This gives the Port permission to perform acoustic testing and once eligibility is confirmed, develop a recommendation for reducing interior noise levels within the residence. A title report is acquired by the Port to verify all persons listed on the deed of the property; and all persons listed on the deed of the property must sign this document and additional required documents.
4. **Acoustic Testing** - Prior to the design process, your property may be scheduled for an acoustic test. This test will help determine if the property is eligible to proceed to the design phase of the program. These tests will also be used to document to the FAA that the Program is meeting the required noise reduction goals. This test takes approximately two hours. Properties that do not pass this eligibility requirement will be notified.
5. **Sign Avigation Easement & Subordination Agreement.** When the Owner Participation Agreement is signed, you will also sign the Avigation Easement. It will be held by the Port and not recorded until after the Scope of Work Acceptance is signed.

If a Subordination Agreement is needed, a Program consultant will work with you to facilitate the process of obtaining it. For privacy reasons, lenders generally will not discuss your mortgage loan with anyone other than you unless you authorize it. You will be provided with a lender specific, third party consent form that will allow the Program consultant to communicate with your lender. Mortgage lenders or mortgage loan servicers typically need to approve Subordination Agreements and they may require you to provide additional information or documentation as part of that approval process.

PLEASE NOTE: Getting the Subordination Agreement signed is a vital step in this process. Failure to obtain this agreement from lienholders on your property may prevent you from participating in the Program or the Port from installing the noiseinsulation improvements.

6. **Design Site Visits** – The Program Team will visit your property to collect the building and property information needed to prepare a design and scope of work document.

During the visit, the Program Team will answer questions about the Program, document the property's existing conditions, draw floor plans, and measure all windows and doors. The mechanical/electrical engineer will assess the systems in the residence, including existing ventilation systems, electrical service and potential safety or code issues. Since the Program will be evaluating sound paths into the home, please be aware that the Program Team will be looking in all the rooms, including attics and closets. You will be asked about the age, construction, and maintenance of the property and systems. The Design Site Visit takes approximately two hours for most properties. No specific noise reduction outcome is guaranteed from the treatments.

7. **Pre-Construction Environmental Testing** – After or during the design site visit, your property will be tested for hazardous materials including lead paint and asbestos. The Environmental testing takes approximately two hours. If any hazardous materials are discovered, remediation for the home will be included within the scope of work.
8. **Pre-Work** – The Program only provides improvements that reduce noise levels in your home and is not a home remodeling program. Structural repairs, building code corrections, maintenance items, rehabilitation work, abatement of hazardous materials, environmental remediation, and weatherization not directly related to sound reduction is not part of this Program. In some cases, there may be improvements that must be completed by you before the sound insulation treatments can be installed. These items are referred to as owner pre-work. Pre-work items will be identified at the time of the design site visit by the Program Team and will be subsequently identified in the Scope of Work. If applicable, and in order to participate in the Program, you must address all pre-work items before the sound insulation of your property can begin and that pre-work must be completed at your expense. Contractors working in the Sound Insulation Program are prohibited from performing pre-work. If the property is of standard construction and has been maintained, pre-work should be minimal or not required. Failure to satisfactorily complete the pre-work in a timely manner is a basis on which the Port can terminate your participation in the Program.
9. **Owner's Scope of Work Meeting And Acceptance** – The Program Team will schedule a meeting with owners to review the proposed Scope of Work for their property. The recommended scope of work will include floor plans, window and door details, mechanical and electrical details and other design information describing the proposed improvements to the residence. The meeting will take place at the property to give an opportunity to walk through the dwelling and review questions about the proposed improvements. You will be provided the Owner's Scope of Work Acceptance form to be signed and returned to the

Program within 15 business days after receipt. If you do not return the signed agreement within this time, the Port will understand that you have withdrawn your application and do not wish to participate in the Program. Once the Scope of Work Acceptance form is signed by all persons listed on the deed of the property, you can only withdraw from the Program with the Port's agreement and doing so will result in your being responsible for all costs incurred regarding your home in connection with Program. This meeting takes approximately an hour.

10. **Execution and Recording of Legal Agreements** – After the Scope of Work Acceptance form is signed, the Avigation Easement and Subordination Agreement(s) will be recorded with the King County Recorder's Office. Those documents will become part of the title to the property.
11. **Pre-Construction Measurements** –The selected contractor and the Program Team will schedule an appointment with you for the contractor to measure each window and door opening for the custom fabrication of the products. This visit takes approximately an hour.
12. **Pre-Construction Walk-Through** - The contractor and the Program Team will visit your property 48 hours before the start of construction. During this short visit, the contractor will review with you the scope of work for your property, take pre-construction photographs and ensure the property has been prepared for construction.
13. **Construction Process** - The Program Team will notify you of your construction start date. The contractor will need access to your property during weekdays between the hours of 8:00 a.m. and 5:00 p.m. No work will be performed on weekends or holidays without advance coordination and prior agreement from you. We have included a "Construction Procedures" section on page 15 for your review.

Past experience indicates that substantial completion of installation work in a property averages about 10 business days; any particular project may take less or more time. After substantial completion, the contractor will need additional time to finalize the work and conduct local building authority inspections.

14. **Final Construction Inspection** - You and the Program Team will conduct a final inspection of the residence. Upon final inspection and approval, you will sign a document accepting the work. You will also receive a warranty package with information regarding the warranty provided by the contractor for its work and warranties from the manufacturers of the products and equipment installed at the property.

PLEASE NOTE: The Port of Seattle is not providing any warranties regarding the workmanship or services of the contractor or the quality, function or suitability of the materials installed. All such warranties come solely from the contractor or the manufacturer of the materials.

15. **Post-Construction Acoustical Testing** - A post-construction acoustic test may be conducted on your property. The post-testing assesses the performance of the acoustic treatments in accordance with the Program's goals.

Customized Acoustic Treatment Options

The Program provides a variety of acoustic treatments. Areas eligible for acoustic treatments are considered “habitable” spaces, designed to be occupied year-round and meet all local building code requirements in the residence.

Since each property is unique, the recommended acoustic treatments will be specifically designed for your property and may include some or all of the following:

Windows and Exterior Doors

Windows and doors are the primary sound paths into a residence. Your existing windows and exterior doors may be replaced with acoustic rated windows and doors.

In most cases the new replacement windows will be the same operating style. If the style, size, or configuration needs to be modified, the Program Team will explain the recommendation. Doors leading to the exterior of your property are typically the weakest or most open noise paths into your property. For this reason, front and back doors that lead directly to the outside are replaced with a solid door with a high-quality seal. A variety of specialty noise reducing materials and styles of doors will be offered.

Ventilation Systems

In order for the sound insulation treatments to work properly, the windows and doors must remain closed. The Program Team will review and explain the recommendation if modifications are added to your acoustic treatment plan.

A common solution for properties without an existing continuous air ventilation system is an Energy Recovery Ventilator (ERV).

How it Works, the Basics

1. Outside air is continuously drawn into the ERV through a filter, while air is also exhausted from the dwelling through the ERV to outside.
2. The ERV contains an energy recovery core that preconditions incoming air with the otherwise wasted energy (heat and humidity) of the exhaust air going out to conserve energy.
3. This air exchange (bringing in fresh air and exhausting living space air) system is designed to ventilate newly sealed spaces.

What to Expect

1. Wall/roof penetrations for the outside and exhaust air inlets/outlets
2. The ERV will require routine maintenance and filter changes, which are the responsibility of the owner.
3. Usage of the ERV may increase your utility bills as the system uses additional power to operate the fan, and heating system may need to heat newly introduced outside air.

Electrical Service

The current electrical system will be evaluated. When ventilation systems changes are recommended, additional breakers may be necessary to complete the installation. This would be made to existing, functioning systems. If an electric panel is found to not be code compliant, you would be notified of the necessary pre-work required and the residence would move to an “On Hold” designation until repairs are completed and verified.

Smoke Detectors and Carbon Monoxide Detectors

Smoke and Carbon Monoxide detectors are provided as part of the Program in alignment with local building code.

Hazardous Materials

Hazardous building materials may be present within your home. Asbestos and lead are two of the most common hazards found. There are regulations in place to protect homeowners and contractors from these hazardous materials during renovation or demolition activities.

1. Asbestos is a known carcinogen and classified by the U.S. Environmental Protection Agency (USEPA) as a hazardous air pollutant. Prolonged exposure can cause lung cancer and other respiratory diseases. In Washington State, the Puget Sound Clean Air Agency (PSCAA) and the Washington State Department of Labor and Industries (WA L&I) require owners to conduct a pre-renovation/demolition survey prior to starting work or disturbance of suspect asbestos-containing materials (ACM). Per the regulations, an accredited Asbestos Hazard Emergency Response Act (AHERA) building inspector must conduct a survey to identify the ACM present and provide a written asbestos report prior to the commencement of work. ***This survey will be conducted in your property prior to construction and a report will be provided to the contractor and owner.***
2. Lead is a toxic heavy metal and can be found in paint, coatings and other building materials. If ingested or inhaled, lead can cause damage to reproductive and nervous systems. WA L&I regulations are in place to protect homeowners and contractors from the hazards presented by lead. Specifically, the regulations include worker protection and work practices while impacting lead-containing paint/coatings and building materials. These regulations are not only designed to protect contractors, but to ensure building occupants are not exposed to lead hazards during or after renovation/demolition work. In addition to the asbestos survey mentioned above, a lead survey will also be conducted. ***A summary of lead-containing paints/coatings and building materials will be included in the report.***

If either ACM or lead-containing paint/coatings or building materials are identified during the survey and found to be impacted by the renovation work in your property, a licensed contractor hired and paid by the Port is required to remove and dispose of the hazardous building materials. These materials will only be mitigated in the areas that impact the installation of sound insulation treatments. The contractor is accredited by a state issued

certification. The removal work will be conducted by a licensed contractor.

Warranty Information

Once the improvements to your residence have been completed and you have accepted them in writing, you will receive a warranty package. This package includes operation and maintenance manuals for all installed products, information about the product manufacturer and description, the scope and duration of the warranty coverage for each item provided by the manufacturer and a contact phone number for repairs. Warranties are provided exclusively by the contractor and/or manufacturers, not by the Port.

Construction Procedures

During construction the owner, or an authorized, designated representative aged 18 or older, must be present to open and secure the property. Owners of rental properties must coordinate access to the dwelling with their tenants, obtain any required consents from the tenants, and ensure the tenants are aware of the planned activities for all scheduled work and site visits.

What to Do Before Construction Begins

To prepare for the start of construction in your residence, it is the Owner's responsibility to:

- Remove all curtains, draperies, rods and other decorative treatments, shades or blinds from windows and doors.
- Move furniture a minimum of 48 inches away from window and door areas to allow adequate working space in front of and on each side. This is critically important in avoiding construction delays.
- Remove all valuables from the work area to protect them. Remove fragile items from walls or shelves and store them in a safe place. Vibrations from construction may cause items to fall.
- Clear the area around the electrical panel.
- Remove any window air conditioning units and/or through-window vents. Window air conditioners are not recommended for use in the new windows.

What to Expect During Construction

As with any home-related construction, you can expect some disturbance. Contractors will be careful to perform the work in the least intrusive manner possible. However, some disruptions are necessary, including:

- Contractors and inspectors will be in and out of your residence during the day.
- There will be noise during construction work hours and construction-related dust and dirt in the home.

During construction, the contractors' responsibilities include:

- Taking precautions to protect your home and its contents.
- Using drop cloths and runners in construction areas and along access routes.
- Cleaning-up construction areas at the end of each workday, including but not limited to, vacuuming and removal of all construction debris.
- Securing exterior wall openings overnight.
- Protecting against overnight outages of electrical power related to construction.

During construction, these are items you may want to consider doing:

- Mount temporary shades or blinds until construction is complete.
- Pets should be crated or not in the home during construction for their well-being.
- Plan for a “room of refuge” to work or reside in during construction. The contractor will work to limit the amount of time you will need to be out of this space.



Frequently Asked Questions

Q. Who proposes what work will be done in my home?

A. Acoustical treatments are determined by the Program Team, which evaluates the needs of each property individually. These treatments will be reviewed with Program staff for consistency with FAA guidelines. Proposed treatments will then be reviewed with each owner. All owners must agree in order to proceed.

Q. What if I want to make other repairs?

A. You are required to complete the pre-work before the construction phase of the Program begins. We request you do not undertake any repairs or remodeling while the property is in the construction phase of the Program. Improvements or repairs that are not included in the sound insulation work being performed on the property are outside of the Program's scope, are NOT covered, and may NOT occur from the time Program construction begins in your home until it is officially completed. Contractors hired by the Port are not eligible to make these repairs.

Q. How long will work take?

A. Construction in most properties are typically completed within 10 working days. Substantial completion is achieved when all products required under the base contract are installed but does NOT include "punch list" time (construction review and follow-up modifications).

Q. Are there any costs to me?

A. The FAA and the Port of Seattle pay for the basic costs for labor and materials to install sound insulation treatments. If needed, the only costs to the homeowner would be to adjust or replace window dressings (blinds, draperies, etc.), address pre-work requirements or prepare the home for installation of the treatments. (if needed). The Port will pay the lender certain nominal fees charged to the reviewing and signing of Subordination Agreement documents and King County recording fees on the Avigation Easement and Subordination Agreement.

Q. Who does the work?

A. The work is bid out to insured, licensed and bonded general contractors. As a federally funded project, contractors are required to pay their employees Prevailing Wages and meet other Occupational Safety and Health Administration (OSHA) work standards.

Q. I recently installed new windows and doors. Will I be reimbursed for these improvements?

A. Improvements completed by the owner prior to participating in the Sound Insulation Program are not eligible for reimbursement.

Q. My new windows fog up! My old ones did not.

A. The new windows are intended to provide a weather-tight, energy-efficient seal to make the property quieter and more comfortable. What you are most likely experiencing is condensation. Condensation occurs when water vapor meets a colder surface and transforms into its liquid state. Similar examples of condensation are steam from a shower fogging a bathroom mirror, or cold liquid forming water droplets on the outside of a glass on a hot day. The best solution is to address water vapor at its source by running bathroom and kitchen fans when using hot water.

Q. Do I need to be home during the construction process?

A. You or an authorized designated representative aged 18 years or older should be present during the construction process. You can expect the contractor to be in your property the entire day for an average of 10 working days. After they have reached substantial completion, the contractor will schedule appointments with you to finish the punch-list items or schedule a City permit inspection.

SINGLE FAMILY HOME APPLICATION SOUND INSULATION PROGRAM

HOMEOWNER(S)				
Last	First	Middle	Home Phone	Work/Cell Phone
Last	First	Middle	E-mail address	
ADDRESS OF DWELLING				
Address		City		Zip Code
HOMEOWNER(S) MAILING ADDRESS (If different from dwelling)				
Address		City		Zip Code
NAME OF OCCUPANT(S) (If different from Homeowners)				
Name(s)			Telephone	
If ownership/occupancy status of the home changes, it is the responsibility of the homeowner to notify the Port of Seattle Noise Programs Office of the change. I understand the above program limitations. I understand that this is a voluntary program, and that submittal of this application is not binding in any way. I certify that the information I have provided is true and correct to the best of my knowledge and I understand that I will be penalized or disqualified for providing false information.				
SIGNATURE OF HOMEOWNER(S)				
Signed:		Signed:		Date:

OFFICE USE ONLY

Noise Programs Office
PO Box 68727
Seattle, WA 98168
(206) 787-5393



OWNER PARTICIPATION AGREEMENT

The parties to this Owner Participation Agreement ("Agreement") are the undersigned as listed below ("Owner") and the Port of Seattle, a Washington municipal corporation ("Port"). Owner is the owner of the property identified in the signature block below and in the legal description provided in the Avigation Easement and Release of Claims executed concurrently with this Agreement (the "Property"). The Port is the proprietor of and operates Seattle-Tacoma International Airport ("Airport") and administers the Sound Insulation Program ("Program") under applicable state and federal law.

WHEREAS, Owner has voluntarily decided to proceed with participating in the Program in order to receive noise reduction improvements in the Property, and

WHEREAS Port wishes to proceed with the noise reduction improvements to the Property pursuant to the terms of the Program;

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

1. Owner's Review of Program Materials. Owner confirms and agrees that Owner received the Handbook, including copies of the required documents, in advance of the owner's briefing meeting, that Owner attended the briefing meeting, that Owner has had the opportunity to ask questions of the Port's representatives at that meeting regarding the terms and obligations of the Program, that Owner has had an ample opportunity to review with any advisors of Owner's choosing, including legal counsel, the Owner Handbook and the additional documents (including without limitation this Agreement, the Avigation Easement And Release of Claims and the Subordination Agreement(s)) that Owner will be required to sign in connection with Owner's voluntary participation in the Program.

2. Avigation Easement. In consideration for participating in and receiving the benefits of the Program, Owner agrees to convey to the Port an Avigation Easement and Release of Claims ("Avigation Easement") as required by state law and substantially in the form previously provided to Owner. Owner understands that the Avigation Easement must be signed and delivered to the Port at the same time as this Agreement. Owner agrees that Owner has as of the date of signing the Avigation Easement and will maintain at all times prior to the recording of that easement full ownership rights and powers of conveyance without encumbrance. Owner agrees that Owner will not convey or transfer any interest in the Property, and will not allow or cause, whether voluntarily, involuntarily or by operation of law, the placement, attachment, recordation or foreclosure of any liens or encumbrances against the Property until after the Port records the Avigation Easement. If Owner withdraws from the Program before the end of the Withdrawal Period, the Avigation Easement will be returned to Owner and be deemed not to have been conveyed to the Port.

3. Subordination Agreement(s). To prevent the Avigation Easement from being impaired or removed from the title to the Property by reason of foreclosure, sale or other

realization measures, Owner shall, at the Port's request, obtain the signed subordination agreement (the "Subordination Agreement") from (1) any lien holders who have a lien on the Property, and (2) any lenders holding a deed of trust, mortgage or other security interest on the Property. Owner's delivery of the Subordination Agreement or such other document or agreement that is acceptable to the Port for the purposes of this paragraph, as determined by the Port in its sole discretion, is a necessary condition of Owner's participation in the Program and failure to meet that obligation shall authorize, but not require, the Port to terminate this Agreement. If the Port or any of its employees, agents, or representatives provides any assistance to Owner in obtaining the documentation required by this paragraph, the Port is neither assuming responsibility for that delivery nor waiving its right to terminate Owner's participation in the Program for failure to obtain and deliver such documentation to the Port.

4. Owner Program Participation Payment. Owner acknowledges and agrees that participation in the Program is conditioned upon the Property being eligible for such participation and for receiving noise mitigation improvements under the terms of the Program and applicable federal regulations at all times up through and until the commencement of construction under the agreed-upon Scope of Work. If at any time before commencement of construction the Property is no longer eligible for any reason, including without limitation no longer being included within the geographic boundaries for the Program as established by the Port as they may be revised by the Port from time to time, Owner's participation in the Program shall terminate and the Port will have no obligation to provide any payment of any kind to Owner or to make any improvements to the Premises. If construction is commenced under the agreed-upon Scope of Work, and in consideration for Owner's conveyance of the Avigation Easement, the Subordination Agreement(s) and Owner's satisfactory performance of Owner's other promises, obligations and commitments required under the Program and this Agreement, the Port agrees to pay one hundred percent (100%) of the Port-approved costs of noise remediation in the Property as provided in the agreed-upon Scope of Work and to allow Owner to participate in the Program, subject to any limitations, conditions or rights of termination by the Port as described in this Agreement.

5. Port Access. Owner shall permit the Port, its employees, agents, and those of the contractor under the Sound Insulation Contract access to all rooms on the Premises for purposes of inspecting, measuring, and otherwise undertaking any actions necessary for gathering information to develop a Scope of Work for the installation of noise-reducing materials and equipment ("Preliminary Work") or for performing field audits. Owner shall have the sole and entire responsibility, obligation, and duty to obtain from tenants or other residents at the Property all consents or agreements as may be required or desirable under any applicable lease, holdover arrangement, oral or written agreement, any federal, state, county, municipal or local statute, regulation ordinance, or other regulatory order or pronouncement for entry into the Property in order for the Port and the contractor under the Sound Insulation Contract and their respective employees, agents and representatives to conduct the Preliminary Work or other actions authorized or required by the Program, this Agreement or the Sound Insulation Contract. The Port or its agents shall schedule the time as needed with Owner, who acknowledges that such work will require multiple visits. Owner shall make reasonable efforts to make all portions of the property accessible to the Port, its employees, agents, and those of the contractor under the Sound Insulation Contract. Rooms that are not made accessible will not be considered for sound insulation treatment.

6. Scope of Work. Based on the information obtained from the Preliminary Work, a Scope of Work for installing noise-reducing materials and equipment shall be prepared by the

architect assigned by the Port. The Port will provide the proposed Scope of Work to Owner.

7. Scope of Work Acceptance. If the Port and Owner fail to agree upon the final Scope of Work within fifteen (15) business days following preparation and presentation to Owner, then Owner shall be deemed to have withdrawn from the Program. Owner must sign the Owner Scope of Work Acceptance to proceed in the Program. The time for Owner to sign the Owner Scope of Work Acceptance may be extended by the Port in its sole discretion.

8. Repair of Property. Owner is required to repair or remedy any condition in the Property that the Port, in its sole discretion, decides makes the Property unsafe for the Port's employees, agents or representatives or for the contractor under the Sound Insulation Contract; or that might affect the installation or effectiveness of sound insulation or noise mitigation improvements; or that may otherwise be required for the Property to be eligible for participation in the Program. The foregoing required repairs or remedies include, but are not limited to, all upgrades required by any permitting jurisdiction or agency to bring the Property into compliance with building codes or other applicable regulations before construction can commence under the agreed-upon Scope of Work. All such repairs, remedies or upgrades shall be exclusively at Owner's cost and shall not be paid for with any portion of the Program participation payment. If Owner fails to repair such condition within a reasonable time specified by the Port, Owner shall be deemed to have withdrawn from the Program and the Port will notify Owner of such withdrawal.

9. Inspection. Owner agrees to allow, upon request, Port personnel, the contractor under the Sound Insulation Contract and their respective representatives or agents to have access to the Property and the adjacent areas in order to inspect any and all work performed by the contractor under the Sound Insulation Contract during construction and after completion of the construction for purposes of field audits or confirming the completion of the work called for in the agreed-upon Scope of Work.

10. No Removal; Maintenance. Owner shall maintain at Owner's cost any of the noise remediation materials and equipment installed as part of the Program. Owner shall not intentionally remove any such materials or equipment.

11. Hold Harmless. Owner agrees that the Port, its Commission, officers, employees, agents, consultants or affiliates (collectively "Port Parties") shall not be liable and Owner further waives all claims for expenses and damages, for any injury (including death) to any person or for damage to the Property or any other property sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as part of the Program. Owner shall hold the Port Parties harmless from all liability and expense in connection with all claims, suits and actions brought against any of the Port Parties, 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 relate 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

Parties and (2) Owner, it is expressly agreed that Owner's obligations of indemnity under this paragraph shall be effective only to the extent of Owner'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.

12. **No Warranties.** Owner acknowledges and agrees that the Port does not represent or warrant that Owner will experience any specific reduction in the noise levels within the Property as a result of work done under the Program. Owner further acknowledges and agrees that the Port is not making or providing any warranties, promises or assurances regarding the manner or quality of any work undertaken or materials or equipment supplied under the Program. Owner acknowledges and agrees that the Port has no liability to Owner for work done at the Property or for materials or equipment supplied under the Program; the only warranties provided, if any, regarding work done or for materials or equipment supplied under the Program will be from the contractor who performs the work for the improvements or the manufacturer of the materials or equipment.

13. **Owner's Obligations Regarding Condition of Property and Cooperation During Construction.** To permit the Port and the contractor under the Sound Insulation Contract to complete the agreed Scope of Work, Owner (and its tenants, if any) must keep the Property neat and free from conditions that may be dangerous during construction. Owner (and its tenants, if any) also must reasonably cooperate with the Port and the contractor in performing the work. If Owner (or its tenants, if any) do not comply with Owner's obligations, it may give rise to delays and/or additional costs. These delays and payment of any such additional costs will be the sole responsibility of Owner. The Port shall have the right to recover from Owner any extra costs that arise and are incurred due to the failure to comply with these requirements. In addition, if Owner fails to remedy any dangerous condition within a reasonable period of time following a request from the Port or the contractor, the Port shall have the right to terminate this Agreement without further obligation.

14. **Cooperation.** Owner agrees to cooperate fully with the Port Parties during this Program (and to ensure the cooperation of tenants, if any, in the Property). If Owner fails to provide timely access to the Property, causes unreasonable delays during the construction process, or falsifies or modifies any Port or affiliates' documents, then the Port may decide that Owner will be withdrawn from the Program and will not be eligible to re-enter the Program.

15. **Owner's Right of Withdrawal.** Owner may withdraw from the Program for a period of fifteen (15) business days after the date on which the Scope of Work Acceptance has been presented to Owner (the "Withdrawal Period"). If the Owner and the Port agree on, and the Owner signs, the Scope of Work, then Owner may not withdraw from the Program without the prior written consent of the Port. If the Port provides that consent and the Owner withdraws from the Program, Owner is responsible for all costs of construction (including costs of all materials called for in the agreed-upon Scope of Work) incurred before withdrawal, plus any additional costs of termination incurred by the Port or the contractor.

16. **Term.** The term of this Agreement shall begin as of the date indicated below on which Owner signs this Agreement. This Agreement shall terminate upon the earlier of (a) a deemed or permitted withdrawal by the Owner pursuant to the terms of Sections 7 or 15 above; (b) the Property becoming ineligible to participate in the Program for any reason before the commencement of construction under the agreed-upon Scope of Work; (c) the date the work is completed, approved and accepted in writing by the Owner, or (d) the final resolution of any

dispute between the contractor engaged to perform the work and the Owner regarding whether the work has been satisfactorily completed.

17. No Oral Agreement. Owner acknowledges and agrees that any prior oral agreements, representations, or assurances from the Port or its representatives that are not contained in this Agreement are superseded, are not a part of the parties' agreement and are not binding on the Port or the contractor under the Sound Insulation Contract. This Agreement shall not be changed or modified without a written amendment signed by both Owner and an authorized representative of the Port.

PORT OF SEATTLE

OWNER(S)

Property Address

By _____
Manager, Airport Noise Programs

«OwnerName1»

«OwnerName2»

DATE: _____

DATE: _____

WHEN RECORDED RETURN TO:

Seattle-Tacoma International Airport/**Noise Programs**
17801 International Blvd.
Seattle, Washington 98158

AVIGATION EASEMENT & RELEASE OF CLAIMS

Grantor(s):	
Grantee(s):	
Legal Description:	
Tax parcel ID:	
Reference No:	

AVIGATION EASEMENT & RELEASE OF CLAIMS

Instruments contained herein

- ☐ Subordination Agreement
- ☐ Power of Attorney
- ☐ Death Certificate

Property:

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

1. This Avigation Easement & Release of Claims ("Avigation Easement") is conveyed from **«OwnerName1»** and **«OwnerName2»** (hereafter "Grantor") to the Port of Seattle, a Washington State municipal corporation (hereafter "the Port").

2. Grantor is the owner of the property located at **«DwellingAddress»** in the City of **«City»**, County of King, State of Washington, and described as follows: **«LegalDescription»** (hereafter "Property").

3. The Port is the proprietor of and operates 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 in the Property for noise-impact reduction purposes, and as required under R.C.W. 53.54.030, freely and voluntarily 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 Property, 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 below, 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 are or may be alleged to be incident to or to result from flights of aircraft over or in the vicinity of the Property or in landing at or taking off from the Airport, shall constitute permanent burdens on the Property. The burdens and conditions described within this Avigation Easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said 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 has been determined by reference to the Port's current FAA-accepted noise contour map showing noise contours at intervals of one decibel day/night level (DNL). The Easement Level for this Property 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 «DNL» 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 dB DNL above the Easement Level. Absent such a showing, this Avigation Easement shall continue in full force and effect as to all noise and noise associated conditions reaching or affecting the Property. If the Easement Level is exceeded, this Avigation 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 at the time of signing this Avigation Easement, Grantor is the owner in fee simple of the Property and that, Grantor has held and maintained up to and through the recording date full ownership rights and powers to convey this Avigation Easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature. Grantor further 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 Avigation Easement herein granted.

8. Except as provided in this Avigation 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

«OwnerName1»

«OwnerName2»

STATE OF WASHINGTON)

)ss.:

COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that
«OwnerName1»«OwnerName2» 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: _____ 20__

Notary Public in and for the State of Washington
Residing at: _____

My appointment expires on _____

WHEN RECORDED RETURN TO:

Seattle-Tacoma International Airport/**Noise Programs**
17801 International Blvd.
Seattle, Washington 98158

SUBORDINATION AGREEMENT

Grantor(s):	
Grantee(s):	
Legal Description:	
Tax parcel ID:	
Reference No:	

Owner, Property #_
SUBORDINATION AGREEMENT

_____("Subordinator") claims or may claim a lien, security interest, mortgage, deed of trust or other encumbrance against the property ("Property") described in the attached Avigation Easement ("Easement"), said lien being described as follows (the "Lien"):

Lienholder / Beneficiary: _____
Type of Lien: _____
Amount Secured: \$ _____
Date Recorded: _____
Recorded With: _____
Recording Number: _____

Subordinator, in consideration of the anticipated enhancement of the Property's value by the modifications and improvements to the Home to be made under the Port of Seattle's Noise Insulation Program, unconditionally agrees with the Port and subordinates to the Easement the Lien and all renewals, modifications, replacements, and extensions thereof and all other and future liens of the Subordinator against the Property. Subordinator, its heirs, administrators, assigns and successors in interest are bound by this Subordination Agreement, which shall be recorded concurrently with the Easement.

Subordinator provides this Subordination Agreement to prevent the Easement from being eliminated or removed in any judicial or non-judicial foreclosure of, or realization under, the Lien (or any other claim of lien Subordinator may hold in the Home) and to confirm that the Easement is and will at all times remain superior in title to the Lien. To the extent that the rights under the Easement may be interpreted as granting the Easement Grantee, Port of Seattle (the "Port") the right to foreclose, the Port hereby waives such rights and agrees that it will not foreclose the Easement or take any action that would eliminate Subordinator's lien.

Dated this _____ day of _____, 20xx

SUBORDINATOR: _____

By: _____
Its _____

State of _____)

County of _____)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged acting as the (title) _____ of _____ (“Subordinator”), and the signing of this instrument was a free and voluntary act of Subordinator for the uses and purposes mentioned therein.

Dated: _____

Notary Public in and for the

State of _____

residing at _____

My commission expires

on _____

Notary seal



OWNER SCOPE OF WORK ACCEPTANCE

PROJECT NAME: PORT OF SEATTLE
SOUND INSULATION PROGRAM

OWNER(S):

ADDRESS:

PARCEL No:

By signing this acknowledgment, I/We, do hereby acknowledge that I/we have reviewed the recommended Sound Insulation Program treatments listed below with the Port's design team, and accept them without comment or revision unless noted otherwise below.

I/We acknowledge that our existing window and door openings will be modified to allow for proper fit and finish of the acoustic products.

I/We acknowledge and agree that we will be responsible for completing any pre-work requirements that are itemized below. I/we acknowledge that if we do not complete our pre-work requirements the Port may have to alter the treatment recommendations for our property and that a failure by us to complete the pre-work requirements may result in the Port suspending or terminating our participation in the Program for our property.

We acknowledge and agree that if we do not sign and return this Scope of Work Acceptance within the time specified in our Owner Participation Agreement, we will be deemed to have withdrawn from the Program.

We also acknowledge and agree that by signing this Scope of Work Acceptance, we are obligated to proceed with the installation of the improvements described below, are no longer able to withdraw from the Program without the Port's consent and that under the Owner Participation Agreement, any withdrawal by us after signing this Acceptance can result in our being obligated to pay all costs of construction (including costs of all materials called for in the agreed-upon Scope of Work) incurred before such a withdrawal, plus any additional costs of termination.

Property Treatment Recommendations:

1. <LIST PROPOSED TREATMENTS>

Treatment Impacts:

1. <INSERT TREATMENT IMPACTS>
- 2.

Treatment Modifications:

Owner Pre-Work Requirements:

1. Provide clear access to all locations receiving sound insulation treatments, including but not limited to windows, doors, electrical and ventilation equipment.
2. Pre-Work requirements -- Code upgrades and repairs as follows:
- 3.

Attachments:

- Window Selection Sheet
- Door Selection Sheet
- Attic Access Acknowledgement
- Ventilation Acknowledgement

I HAVE READ AND UNDERSTAND THE STATEMENTS GIVEN ABOVE:

Owner	Signature	Date
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NOTES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

