



**REQUEST FOR QUALIFICATIONS
RFQ 080045**

**PROJECT MANAGEMENT SERVICES FOR
RENTAL CAR FACILITY, BUS MAINTENANCE FACILITY WITH
CNG FUELING STATION, MAIN TERMINAL IMPROVEMENTS, & OFF-SITE ROADWAY
IMPROVEMENTS**

The Port of Seattle (Port) invites the submittal of written proposals from qualified firms, or teams of firms, interested in providing project management consulting services for the Rental Car Facility (RCF), Bus Maintenance Facility (BMF) and associated CNG Fueling Station, Main Terminal Improvements (MTI), and Off-Site Roadway Improvements (ORI).

SCHEDULE FOR CONSULTANT SELECTION

The Port intends to expedite this procurement and will make its best efforts to maintain the schedule. The Port requests cooperation from the Consultant to help make this schedule a reality.

<u>Description/Task</u>	<u>Date (Time)</u>
Pre-Proposal Conference	October 8, 2008 (1 – 3 pm PST)
Proposals Due	October 22, 2008 (2 pm PST)
Short-List and Notify Consultants	October 30, 2008
Consultant Team Interviews	Week of November 3, 2008
Consultant Selection	November 10, 2008
Execute Contract	Week of December 1, 2008

Questions and all communication with the Port regarding this procurement should be directed to Rebekah Hunter at (206) 728-3238 or Hunter.R@portseattle.org. All questions must be received in writing, either by letter, facsimile, ebid, or e-mail, no later than 5:00 p.m. PST on Wednesday, October 15, 2008. Any questions received after this deadline may not be addressed.

In order to be considered for this work, a written Proposal must be received no later than 2:00 p.m. on Wednesday, October 22, 2008. Please include the Request for Qualifications number (RFQ 080045) with your documents.

Send to:
Port of Seattle
Bid Desk – RFQ 080045
P.O. Box 1209
Seattle, WA 98111

Or hand-delivered to:
Port of Seattle
Bid Desk – RFQ 080045
2711 Alaskan Way
Seattle, WA 98111

PRE-PROPOSAL CONFERENCE

The Port intends to conduct a pre-proposal conference to answer questions regarding this solicitation on Wednesday, October 8, 2008 from 1:00 p.m. – 3:00 p.m. in the Large Auditorium located on the Mezzanine Floor at Seattle-Tacoma International Airport. This meeting is not mandatory, but interested firms are strongly encouraged to attend. Parking at the airport will be validated.

OVERVIEW OF PROJECT

Rental Car Facility (RCF). The RCF is located on a 23-acre site at the northwest corner of 160th Street and International Boulevard in the City of SeaTac. The structure consists of five levels with a rectangular footprint. The area of each level of the RCF will be approximately 400,000 square feet (s.f.) (+/- 9 acres). Ready and return activity will be accommodated on levels 1 through 4. Two helices, located at the southwest and southeast corners, will provide vehicular access to each level. Each of these levels has an adjacent quick turnaround facility (QTA) located outside of the RCF footprint. Each QTA will have fueling positions, carwashes, and support area which will accommodate dispatch, minor workspace, and employee restrooms.

The fifth level includes 1) approximately 180,000 square feet of uncovered parking space not intended for rental activity; 2) an enclosed customer service building consisting of storefronts for the rental car companies 3) consolidated busing drop-off and pick-up areas; 4) restroom, office, storage, and utility spaces; 5) elevator and escalator cores; and 6) service, taxi drop off, short-term parking and shuttle staging areas.

Turner Construction is the general contractor/construction manager (GC/CM) for the RCF project. The MACC is approximately \$230 million. Turner is approximately 5% complete in the construction process. The facility is scheduled to open May 2011. Turner will complete the facilities in April 2011. The Rental Car Company Tenants will have 45 days to prepare their move into the building and get their operations up and running.

Off-Site Roadway Improvements (ORI). The ORI includes the reconfigurations of the southbound off-ramp from State Route 518 to International Boulevard, the widening of International Boulevard to provide one additional southbound lane (including widening the bridge over State Route 518), the widening of South 160th Street to provide an additional westbound lane, the construction of a new northbound on-ramp from South 160th Street to eastbound State Route 518, the construction of two new signalized intersections and two intersection and signal modifications. The project area is bounded by South 160th Street, the Port's Northern Airport Expressway, International Boulevard, and South 154th Street. The 90% design effort is currently underway, and a contractor will be selected via a public, low-bid award process during 2009. The estimated cost of construction is \$12 million and the Port anticipates reaching substantial completion by September 2010. In addition, the Port is working with the Washington State Department of Transportation to incorporate the seismic upgrade of the International Boulevard bridge over State Route 518 into this project as a single construction effort. The cost for the seismic upgrade is not included in the estimated cost of construction.

Bus Maintenance Facility (BMF) & CNG Fueling Station. The BMF is a facility intended to support the operation and maintenance of the consolidated busing system that transports rental car customers between the Main Terminal and the RCF. The bus fleet will be comprised of 40-foot low-floor buses, which will run on compressed natural gas (CNG). The BMF will be approximately 23,000 square feet, with six maintenance bays. Administrative offices, employee break areas, locker rooms, and bus washing/cleaning/maintenance space will all be located in the facility. The 60% design effort is currently underway, and a contractor will be selected via public, low-bid award process in late 2009. The estimated

cost of construction is \$14 million and the Port anticipates reaching substantial completion by March 2011. Also located on the six acre site with the BMF is a new CNG Fueling Station. Design is just now beginning on this facility which is intended to be constructed as part of the BMF contract. The estimated cost of construction for the CNG Fueling Station is \$4 million and is not included in the above estimated cost of construction for the BMF.

Main Terminal Improvements (MTI). The Port will be implementing a consolidated busing operation to transport rental car customers between the Main Terminal and the RCF. Some improvements will be made to the Main Terminal to provide bus drop-off and pick-up areas, and to way find rental car customers to and from those locations. This design effort has not yet started, and a contractor will be selected via a public, low-bid award process during 2010. The estimated cost of construction is \$2,230,000 and the Port anticipates reaching substantial completion by early 2011.

Overall Project Duration. The scope of work associated with this procurement is for the duration of the identified projects. The Port anticipates construction will be completed on all projects by December 2011. Should construction take longer, the Port may continue to use the services of the selected consultant to perform project management services. The Port may also choose to perform those services in-house or retain services of another firm.

Internet Project Site. Additional information is available about this project at

<http://www.portseattle.org/seatac/construction/rentalcar.shtml>

SCOPE OF WORK

Attachment A defines the proposed scope of work related to the Rental Car Facility Program, including: 1) Rental Car Facility; (2) Bus Maintenance Facility/CNG Fueling Station; (3) Main Terminal Improvements; and (4) Off-Site Roadway Improvements.

PROPOSAL FORMAT REQUIREMENTS

- A. Consultants interested in being considered shall prepare and timely submit six (6) bound copies and one unbound copy of its Proposal. Consultants are strongly encouraged to use 100% recyclable material.
- B. Consultants shall comply with the format requirements identified herein. Proposals that exceed the page limit will be rejected.
 1. The Proposal shall be limited to 5 double-sided 8 ½" x 11" pages with a simple cover page. 11" x 17" pages will each be counted as four pages.
 2. The cover page, table of contents, and resumes will not be counted in the 5 double-sided page count.
 3. Resumes should not be greater than 1 double-sided 8 ½" x 11" page.

SELECTION PROCESS

A. General Information

1. Compliance with Legal Requirements.

- a. The procurement of these consultant services will be in accordance with applicable federal, state, and local laws, and Port policies and procedures. The Port of Seattle reserves the right to reject any and all Proposals.

b. The Port of Seattle will evaluate the Proposals in accordance with the provisions set forth herein. The final selection, if any, will be that Proposer which, in the opinion of the Port, is determined to be the most highly qualified.

2. Addenda. All changes shall be documented in addenda. Do not rely on any verbal information or direction. Email notification of addenda will be provided to all firms still under consideration, and/or on the submitters list at the time the addendum is issued. It is the responsibility of any interested firm to ensure that the firm is on the submitters list and has obtained all addenda.
3. Minor Informalities & Cancellation. The Port reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement. Exceeding the page count is not considered a minor informality.
4. Costs borne by Proposers. All costs incurred in the preparation of a Proposal, and participation in this RFQ and negotiation process shall be borne by the proposing firms.
5. Public Disclosure. Proposals shall become property of the Port and considered public documents under applicable Washington State laws. All documentation provided to the Port may be subject to disclosure in accordance with Washington State public disclosure laws.
6. Contract Terms & Insurance. A copy of the Port's standard terms and conditions is contained in Attachment B. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them. The Port will not negotiate changes to the standard contract terms and conditions. Specific insurance requirements for this contract are contained in Attachment C.
7. Protests. Protest procedures are contained in Attachment C.

B. Proposal Evaluation & Interview

1. All Proposals will be evaluated in accordance with the criteria established herein.
2. The total score shall be a combination of the proposal and interview. The proposal is worth 60% and the interview is worth 40% of the total score.
3. Evaluators will use points to score each proposal. Each evaluator will put the scores for the initial proposal evaluation in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc.
4. The Port will interview only those firms considered capable and qualified to provide the services requested based on the highest scored proposals.
5. The Port may choose to use different criteria for the interview.
6. The interview process shall include a 20-minute Consultant presentation, followed by a question and answer period. The Consultants will not be given questions to prepare for in advance of the interview.
7. Failure to participate in the interview process shall result in the Proposer's disqualification from further consideration.

C. Selection Decision & Negotiations

1. The selection decision and final ranking will be based on the combined proposal and interview scores.
2. The selected firm will be invited to enter into the contract negotiations with the Port. The scope of work is a draft and may be revised during the selection and negotiation process. If the Port is

unable to finalize a contract with the first ranked firm, the Port may either enter into negotiations and a contract with the next ranked firm or cancel the procurement.

EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience, Technical Competence, & Past Performance – 30 Points

1. Evaluation Overview.

a. The Port will evaluate:

- i. The experience, technical competence, and qualifications of the project team members, including each member's specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed;
- ii. The proposed project team member's responsiveness, timeliness, quality of work, capability, and experience on recent projects similar in scope and complexity; and
- iii. The project team's experience and understanding of managing operational issues during design and construction of projects similar in scope and complexity.

b. Preference will be given for the following:

- i. Individuals who are responsible to review design have an engineering degree or architectural degree, and are PE, RA or PMP certified.
- ii. Individuals who are responsible for LEED are LEED accredited professionals.
- iii. Individuals who are performing activation tasks have Facility Management certification, and experience in the start-up and activation of new facilities involving multiple tenants.

2. Similar Scope & Complexity.

a. Projects with an estimated construction value ranging from \$5 million to \$150 million, and having the following elements, are considered similar in scope and complexity to this project:

- i. Industrial facilities, complex parking garages with wayfinding, structures with minimum of 3-8 floors;
- ii. Rental car facilities and bus and/or vehicle maintenance facilities;
- iii. Commercial buildings involving multiple-tenants;
- iv. Gas, compressed natural gas, or similar facilities or stations; and
- v. Communication facilities.

3. Requested Information.

a. Organizational Chart. Provide an organizational chart demonstrating the relationships and hierarchy of the project team members. Identify individuals by name, position, discipline and firm.

b. Resumes.

- i. The Port expects all personnel proposed to be available to provide services for this contract. The Port will regard resumes of proposed personnel as benchmarks, and will expect that all other personnel added to this contract by the selected Proposer have an experience base and level of expertise at least equivalent to those for whom resumes have been provided in your proposal.
- ii. Resumes shall be placed in one section, in alphabetical order by the last name.
- iii. Proposer is responsible for ensuring that the contact information is correct. The Port may check references and check the quality and timeliness of team members' work.
- iv. Resumes shall, at a minimum, include the following information:
 - (a) Name of Person & Title;
 - (b) Proposed position on the project and date of availability;
 - (c) Employment history for the last 5 years at minimum (provide the name(s) of other previous employer(s), dates of employment, and job responsibilities);
 - (d) Education (college degree & year);
 - (e) Professional registrations, certifications, and licenses (type/state/year);
 - (f) A minimum of 3 project examples that demonstrate the employee's pertinent technical competence and experience related to the same type of work provided under this contract; and
 - (g) For each project example identify:
 - (1) Name of the project, project location, project duration, and dates the individual worked on the project;
 - (2) Owner's name and telephone number;
 - (3) Name and telephone number of the owner's project manager or other person who can verify experience and roles and responsibilities; and
 - (4) Brief description of person's role on the project and how that relates to this project.

c. Narrative.

- i. Describe the roles and responsibility of each team member, why that team member is critical to the success of the overall projects, and why the role is essential to ensuring a high quality project that is timely and within budget.
- ii. Describe the benefits of the organizational structure.

B. Experience of the Consultant Firms – 10 points

1. The Port will evaluate the prime consultant and subconsultant understanding of the project needs and risk areas, experience on projects similar in scope and complexity, and ability to manage and support the project needs. The definition of similar in scope and complexity is identified above in criterion A.

2. Submittal Information

a. Narrative.

- i. Describe the roles and responsibilities of each firm, how the firms will interrelate to the project needs and ensure adequate support of the project needs.
- ii. Explain how the project team will interface and work with the Port.
- iii. Identify how the Port will be notified when there are changes made to the design team organization and how the consultant team will ensure continuity of service for each individual construction project within this contract.

b. **Project Examples.**

- i. Identify a minimum of three projects examples that demonstrate the consultant's (both prime consultant and subconsultant) successful experience managing projects similar in scope and complexity.
- ii. For each project example identify:
 - (1) The firm that worked on the project;
 - (2) Whether personnel assigned to this contract also worked on the project example, identify their names and roles on the project;
 - (3) Name of the project, project location, project duration, and dates the individual worked on the project;
 - (4) Owner's name and telephone number;
 - (5) Name and telephone number of the owner's project manager or other person who can verify firms' experience and roles and responsibilities; and
 - (6) Brief description of firm's role on the project and how that relates to this project.

C. Communication & Quality Control – 10 points

1. The Port will evaluate the team's demonstrated ability to communicate effectively in a variety of settings: in presentations to a variety of audiences, and in the preparation of technical analyses and documentation.
2. The Port will assess communication and quality control. The proposal provides the Port with an advance assessment of the proposer's ability to follow direction and provide all information requested in an easy to read format.
 - a. The Port will evaluate whether appropriate quality control measures were taken to ensure strong communication of information, that all the information requested is provided and is audience appropriate, and that the information is accurate, not misleading, and in a format that facilitates ease of assimilation and understanding by the reviewer (i.e., a format possessing a logical organization and free of clutter and excessively small fonts and margins).
 - b. The Port will also evaluate whether appropriate quality control measures were taken to provide error-free work product, avoid spelling errors, and avoid providing information that is not relevant, or requested by the Port.
 - c. The Port will not base its evaluation on the quality of pictures, whether the document is in color or black and white, or the quality of paper and/or bindings.
3. Submittal Information.

- a. Sample Documents. Provide 3 pages of sample documents that demonstrate the team's ability to provide technical analysis and effective written and visual communication for a variety of audiences. Sample documents should relate to management tasks of projects that are similar in scope and complexity to this Project. The Port will remove any pages that exceed the limit.
- b. Consultant's proposal.

D. Utilization of Small Business Firms - 10 points

1. The Port of Seattle is committed to increasing small business contracting opportunities and participation in Port contracts. To be qualified as a small business for purposes of evaluation, the firm must be no greater than the size classification as determined by the U.S. Small Business Administration (SBA). The current SBA Size Standard for NAICS Code 54130 Engineering or 541310 Architectural Services has been established at \$4.5 million.
2. The Port will evaluate the Consultants commitment to utilization of small businesses. The Port's goal for small business participation is 20% for this contract. A firm who demonstrates its commitment to utilize small businesses equal to or greater than the participation goal shall receive maximum points. Fewer points will be awarded to firms who demonstrate commitment less than the percentage participation goal (scoring based on the level of effort of the small businesses).
3. Submittal Information
 - a. Identify the name of every small business firm, and for each firm identify the business address, contact person, phone number.
 - b. For each small business firm identify each individual who will work on this contract; their associated scope of work; and estimated percentage of work in relation to the entire contract scope for each individual.

List of Attachments

Consultants should become familiar with each of these attachments. Understanding these documents will become part of or referenced when developing and signing the Professional Services Agreement, and any future amendments, for design and engineering support services to the with the Port.

Attachment A: Scope of Work

Attachment B: Port Standard Services Agreement (PSA)

Attachment C: Protest Procedures

Attachment D: Resolution No. 3166 – Including Addendums 1, 2 and 3
(Port Affirmative Action Resolutions)

Attachment E: Initiative 200 – Addendum 1 – WMBE Utilization

Attachment F: Ethics Policy for Port Consultants - EX-16 as of 3/07/8

Attachment G: Equal Benefits Compliance Worksheet

Attachment H: Request for Taxpayer Identification and Certification – Form W-9 (October 2007)

Attachment I: Sustainable Asset Management Policy – EX-15 as of 6/27/07

Attachment J: Sustainable Asset Management Procedure – EX-15 as of 6/27/07

ATTACHMENT A – SCOPE OF WORK RFQ 080045

The scope of work for this contract includes four projects: the Rental Car Facility (RCF), Bus Maintenance Facility and associated CNG Fueling Station (herein after referred to collectively as “BMF”), Main Terminal Improvements (MTI), and Off-Site Roadway Improvements (ORI) is described below and organized by program and project specific tasks. The RCF Program Leader is a Port of Seattle employee and primarily responsible for the successful completion of the RCF Program.

Task 100 RCF Program Support

General:

- a) Work closely with and assist each Port or Consultant Project Manager, the Design Consultants, Port staff from numerous Aviation and Engineering Departments with the preparation of various types of documents, reports, correspondence, briefing materials, presentations, decision analysis and problem solving efforts for each project within the program.
- b) Work as liaison between each Port or Consultant Project Manager, the Design Consultants, Port staff from numerous Aviation and Engineering Departments and RCF Program Leader (PL) to identify scope gaps, conflicts, interfaces or problems; develop a plan; provide expert advice to resolve or complete these issues; assign resources or self perform to complete the task; and to track and report progress to the PL.
- c) Work directly under the guidance and direction of the RCF Program Leader to self perform the completion of critical, highly or politically sensitive unforeseen issues that may arise or are brought forth by the Port Commission, Commission staff and Aviation Senior Management that need immediate and special attention usually with less than a days notice. Examples might include determining the total number of jobs created by the project, preparing speaking notes for a Commissioner’s briefing of the local community, answering a reporters question or helping them do a news article, etc.
- d) Provide QA/QC for all projects and project management activities within the program, including coordination with each project’s QA/QC efforts. Identify concerns to the PL and provide recommendations to resolve those concerns.
- e) Work with the RCF GC/CM Contractor, the PL and other PM staff to participate in a monthly risk management meeting led by the Contractor. Discuss and review specific risks, provide input into the plan to resolve or minimize the impact of each risk and work with the Port’s Construction Management team to ensure the Contractor or Port team follows through with the recommended action for each risk. Make assignments to the Port team to evaluate and develop a plan to minimize risk; apply this to all four projects. Ensure issues are accurately described, assigned and have a scheduled deadline on the risk management tracking tool.
- f) Work directly with the Project Controls staff in monitoring the program cost and schedule for all four projects within the program. Immediately identify to the lead PMs and PL any anomalies and provide an expert opinion on correcting each concern. Direct the controls staff to organize project costs, budgets, forecasts and schedule as necessary for meeting presentations to Senior Management, Commission, and the Rental Car Industry Representatives. Work closely with the project controls and CM team to ensure open and clear communication and reporting to avoid unforeseen issues.

- g) Prepare draft and send out for review to the RCF administrative team, solicit change and/or updates, collect and incorporate comments, make revisions, finalize documents and submit to Aviation departments, Consultants, Out side Agencies, Utility Companies, Senior Management, Commissioners, and Rental Car Company representatives the following:
 - a. The RCF weekly, monthly and quarterly reports.
 - b. All letters and general correspondence.
 - c. Memorandum of Agreements or Understandings, letters of agreements and other forms of the same.
 - d. RCF Weekly Acton Item list and report out.
 - e. Internal Port memorandums.
- h) Assist the PL by working directly with Finance & Budget, Landside Operations, Business Development and the Rental Car Technical Representative in identifying agenda topics and in preparing, the agendas and PowerPoint presentation materials and meeting minutes for the monthly Rental Car Facility Technical and Industry-wide meetings with the Rental Car Company representatives. This would also include any special meetings required as necessary.
- i) Assist the PL by working directly with various Aviation departments in identifying agenda topics and in preparing, the agendas and PowerPoint or other presentation materials and meeting minutes for quarterly coordination meetings with the City of SeaTac. This would also include any special meetings required as necessary.
- j) Work closely with the Rental Car Industry Technical Representative by transmitting information as frequently as needed. Communicate directly with the representative on specific issues, resolution of issues or to keep the individual informed. Seek advice, guidance and direction on issues sensitive to the Rental Car Industry. Mediate with the Port team and actions requested by the Industry Representative.
- k) Proactively manage the Design Consultant contract to ensure they perform to the Port's expectation, provide the adequate resources, provide timely and accurate responses, are responsive and stay within their budget. Management tasks include weekly discussion with the Consultant on the status of each work task in progress, closeout completed tasks, document any changes to the contract file, monitor and evaluate their performance and quality of work, negotiate changes in scope, draft, send out for review, incorporate comments, finalize contract amendments and submit to the RCF Administrative team for distribution for Consultant and Port signatures. Review, negotiate and finalize claims for additional work or expenses keeping the PL well informed. Participate in quarterly meetings the Consultant's Vice President in charge to review overall performance and discuss open issues or claims. Address any concerns, issues or task requested by the PL regarding the Design Consultant. Address any claims by the GC/CM Contractor the Design Consultant is delaying or impacting their ability to maintain schedules or regarding the quality of work and responses to submittals, Fries and shop drawing reviews. Address concerns raised by the Design Consultant regarding quality of submittals, shop drawing and RFIs submitted by the GC/CM Contractor with the PL and CM. Document all contractual issues to the contract file as required.

Task 200 Rental Car Facility Project Support

General:

- a) Currently there are four design consultant contracts. Either self perform or assist PMs in the review of and recommend for approval of all design consultant invoices. Work with the PMs and Project Controls staff to ensure the appropriateness of rates, hours spent per task and scope deliverables, investigate design consultant claims for additional services and provide information to the PL for final resolution. Track and investigate allegation of errors and omissions, estimate the cost impact to the Port and assist the PMs and PL in the negotiation of cost recovery with the Consultant responsible.
- b) Work directly with the Project Controls staff in monitoring the program cost and schedule for the four projects within the program. Immediately identify to the lead PMs and PL any anomalies and by providing an expert opinion on correcting each concern. Direct the controls staff to organize project costs, budgets, forecasts and schedule as necessary for presentation to Senior Management, Commission, and the Rental Car Industry Representatives. Work closely with the project controls and CM team to ensure open and clear communication and reporting to avoid unforeseen issues.
- c) Prepare draft and send out for review to the RCF administrative team, solicit change requests, collect and incorporate comments, make revisions, finalize documents and submit to Aviation departments, Consultants, Out side Agencies, Utility Companies, Senior Management, Commissioners, and Rental Car Company representatives the following:
 - a. The RCF weekly, monthly and quarterly reports.
 - b. All letters and general correspondence.
 - c. Memorandum of Agreements or Understandings, letters of agreements and other forms of the same.
 - d. RCF Weekly Acton Item list and report out.
 - e. Internal Port memorandums.
 - f. Other documents (i.e. LEED certification information, tenant manual)
- d) Work closely with the PMs and Rental Car Industry Technical Representative to ensure by monitoring that the PMs transmits information as frequently as needed. Ensure by monitoring that PMs communicate directly with the representative on specific issues, resolution of issues or to keep the individual informed. Direct PMs to seek advice, guidance and direction on issues sensitive to the Rental Car Industry. Assist the PMs to mediate with the Port team and actions requested by the Industry Representative.

Facility Design/Construction:

- a) Work directly for and under the direction and guidance of the Port's RCF Design Project Manager to monitor and ensure the Design Consultant is providing adequate resources in the timely and accurate review and responses to all construction related submittals, shop drawing, requests for information (RFIs), design change notices (DCNs) and site visits. Identify potential errors and omissions made by the Design Consultant or mistakes made by the GC/CM, review and resolve with the PM, PL and CM staff. Track and report monthly on the Design Consultants overall performance during construction. Self perform the resolution or completion of any special tasks or critical issues identified by the GC/CM Contractor as a high priority. Examples of these special tasks might include determining paint colors, developing work around plans to avoid delaying the contractor, look ahead and ensure future schedules can be accommodated by the Design Consultant, etc.

- b) Assist the RCF Design Project Manager at the direction of the Construction Management team as agreed to by the GC/CM contractor to self perform the resolution of changes, conflicts, substitutions and value engineering concepts. Activities will include working directly with a member of the Consultant Design Team depending on the discipline or area of expertise needed. Investigate, critically review, setup and facilitate problem solving or decision analysis sessions and prepare a recommendation for the preferred solution with the objective to minimize cost growth and impacts to the GC/CM Contractor.
- c) Update an existing RFI Log by adding new items, categorizing each new RFIs into one of three standard categories and entering information into tracking system. Report weekly to the RCF Design Manager including identifying any trends or areas of concern.
- d) Work closely with the CM Team and Project Controls to ensure the up to date tracking of all change orders and design change notices. Work directly with the RCF Design Manager, Consultant Design team and Port Cost Estimator in developing the cost and schedule impacts for all design change notices, including those requested by the Rental Car Industry. Review each design change notice and change order for impacts to tenant improvement areas and scopes of work.
- e) Work directly with the Port's Art Program Manager to ensure the artist is on schedule and within the art budget for each piece of art. Assist in facilitating meetings between the Art PM; Artist and GC/CM Contractor to ensure the Artist and the Contractor do not impact each other and cause delays in the installation and completion of each Art element for the RCF project. Offer expert advice in minimizing impacts to the Artist and Contractor. Work with Project Controls to monitor art and project budgets, including assisting in forecasting the cost to complete each art element. Prepare presentations and present to the Rental Car Industry a quarterly status update on the progress of each Art element.

Tenant Improvement Design/Construction:

- a) Review the Port's RCF Facility Tenant Standards and identify any necessary revisions. Meet with and obtain consensus from the Rental Car Industry and their Technical Representative. Review any recommended changes to the standard with Landside Operations and Business Development to ensure no impacts or conflicts with the Lease or Concession Agreement or how the facility will be operated. Self perform incorporating all approved changes to the standards. Distribute updated standard to all project team members including the Industry and GC/CM Contractor.
- b) Complete responsibility for self performing all tasks necessary to manage the tenant improvement process and to ensure each (up to twelve) RCF tenant complies with the standards. Tasks include but are not limited to facilitating meetings with each companies design and construction teams, reviewing designs, submitting tenant designs to the Airport Building Department for permitting, arranging for and presenting rental car designs to various Port approving committees. This same task shall apply to all other concessionaires to be located within the RCF. Work directly with Airport Operations and Business Development staff to ensure staff is satisfied with the progress, and results of the tenant design concepts, schedule and construction coordination/interface are met.
- c) Develop, prepare documents and distribute for review a separate site access route(s) for all Tenants in the self performance of completing the entire Tenant improvement process. Meet with the Rental Car Industry, Construction Management Team, City of SeaTac, Labor Relations, GC/CM Contractor, Project Labor Agreement staff and other stakeholders to obtain consensus and approval on these potential access routes. Ensure key stakeholders are fully involved in

process to develop and obtain approval of the site access routes that minimize impacts to the GC/CM Contractor or that create labor unrest and disputes.

- d) Review design change notices, RFIs and other construction documents associated with the RCF project for impacts to tenant spaces. Make recommendation for approval by Port and update RCF Tenant Standards as appropriate for all approved changes. Forward information to Tenant design teams. Prepare a document identifying potential impacts for each change as appropriate.
- e) Prepare a tenant set of the Rental Car Facility CAD drawings for distribution to each Rental Car Companies Tenant design teams and Contractors. This includes providing additional drawings and information as requested by each Rental Car Companies Tenant design teams and Contractors; this maybe as many as twelve Rental Car Company Tenant design and contractor teams.
- f) There are several Port related improvements within the RCF that includes: the purchase of lease area delineation and security barriers; the Small Operator Area; the installation of Common Use Self-Service (CUSS) kiosks; the installation of Flight Information Displays (FIDs); and other improvements as needed. Complete all task necessary to define, design and implement these projects on time and within budget. Tasks include: performing project definitions; selecting design Consultants or working with Aviation departments to solicit design build, vendor or services contracts; distribute all work for review and comment by numerous Port departments; monitor, review and report on schedule and budget progress; complete and submit asset plans; Monitor and inspect construction progress work closely with the CM team; work directly with the Activation Manager to conduct turnover and activation with the departments responsible for operating and maintaining the particular projects/systems; and keep the PL, Operations and Business Development informed throughout the entire process.
- g) Monitor and inspect construction progress by meeting with each Tenant Construction team and the GC/CM Contractor. Schedule as appropriate special and building department inspections. Take photos, document progress and schedule, conduct or attend weekly meetings with Tenants, prepare and distribute meeting minutes and report concern, conflicts, disputes and/or issues immediately to the PL and CM.
- h) Prepare punch lists in each tenant areas (utilities, walls, finishes, systems). This includes the coordination of the turn-over of tenant spaces to Tenants by conducting weekly meetings or as frequent as necessary with each Tenant Contractor and the GC/CM Contractor, issue the Tenant notice to proceed to each Contractor, and review and monitor implementation of all Tenant way finding signage to ensure compliance with Port requirements.
- i) Manage and oversee the Tenant design efforts including processing the application to the Port for verification of compliance with the RCF Tenant Standards, scheduling and conducting all technical design reviews, presentations to PEST, MUST, START, WISE and ARC committee for approvals of design, submit the application for each tenant lease area with the Aviation Properties department, submit each design for building permitting, and prepare monthly progress reports. Tasks include review of and provide comments on all tenant design and submittal documents, educate each Rental Car Company on the Port Tenant project process and procedures, direct the work of each tenant, ensure compliance by Port departments and tenants to meet time periods for turn-around. Work closely with each Rental Car Company design Consultant to assist in identifying design conflicts or issues between the Tenant's improvements, the RCF Tenant Standards, the RCF design and the GC/CM Contractor. Elevate to the appropriate levels within the Port and provide expert opinion and recommendation for all potential conflicts and disputes before an escalated dilemma occurs. Assist the Port in making the best final decision.

- j) Manage and oversee the Tenant construction efforts including scheduling and leading each pre-construction meeting that identifies and reviews all processes, construction logistics and laydown space, tracking and management of utility costs, preparing monthly progress reports, resolving with Port input all design conflicts or issues between the RCF and Tenant design, coordinating with the Construction Management team and GC/CM contractor, conducting deficiency (walkthroughs) and ensure each Tenant completes the close-out process (as-built drawings, close-out files, etc.) as defined in the RCF Tenant Standards.
- k) Participate in coordination meetings with the Building Facility Manager (to be hired by the Rental Car Companies) and Fuel Facility Manager (to be hired by the Rental Car Companies) regarding construction issues, turn-over, critical documentation including final tenant keying, utility shut-downs, and other issues as needed. Ensure the appropriate documentation is completed by the two Industry Managers and submitted in a timely manner by reviewing such documents and monitoring their progress. Ensure specific documentation as required within the lease agreement between the Rental Car Industry and the Port is completed reviewed and accepted in a timely manner.
- l) Self perform unforeseen to yet unknown tasks directed or as requested by Business Development or Landside Operations in support of Tenant improvements on issues related to specific Lease or Concession Agreements requirements. Participate in the preparation of the Rental Car Concession bid documents and in the evaluation and acceptance of up to twelve bids. Tasks include every step required to complete and implement each task.

Electrical/Special Systems Design/Construction:

- a) Conduct coordination meetings with local utility agencies (Seattle City Light, Qwest) to meet RCF project and schedule requirements. Review each tenant design documents to ensure compliance with Port standards. Prepare, negotiate and submit all agreements with each utility within the Port for approval and ensure the same occurs between each Rental Car Company and utility for tenant spaces. This includes all connection requests, communication of construction progress to the Rental Car Companies and the Port team, and scheduling construction inspections and turn-over with the Construction Management team.
- b) Research and complete the application and submittal process for energy or resource conservation rebate programs for the RCF (e.g., Seattle City Light's Energy Smart program). Ensure maximum participation by the Port in these various programs. Obtain copies of all necessary documents from the Construction Management team and GC/CM contractor including cost information, cut sheets, and other information as required.
- c) Review and provide comments on the following special system submittals as requested by RCF Design Project Manager:
 - 1) Procurement, factory acceptance testing, delivery, and on-site site acceptance testing of Port provided electrical and special systems equipment. The extensive list of all Port provided equipment will be provided.
 - 2) Review of performance based Broadband Distribution System submittal. Verify project is High Definition (HD) compliant with the solution that is provided.
 - 3) Review of performance based WIFI System submittal. Review for conflicts with the 800 MHz, RAC WIFI, and potentially lighting interference.
 - 4) Review of performance based Gate Access Control System submittal. Ensure details of the system are reviewed by the Building Facility Manager.

- 5) Review of performance based 800 MHz trunked radio system submittal. Ensure compliance to NEC code for TVSS versus the corresponding line loss.
 - 6) Review the installation of cable in the RCF cable management system.
- d) Support the Tenant Improvement process, including:
- 1) Review and comment on each of the Tenant communication and other special systems during the design and construction process. Note that each company uses their own proprietary equipment and systems that are not shared with another company.
 - 2) Schedule and coordinate access to Port controlled communication rooms for Tenant connections during construction.
 - 3) Schedule and coordinate Qwest communication and interface requirements with the Tenants.
 - 4) Schedule and coordinate equipment and system requirements for the installation of CUSS and FIDs
 - 5) Schedule and coordinate with the Small Operator Area Tenants for the interface with the SOALAN.
- e) Support the activation process, including:
- 1) Schedule and coordinate the inclusion of the RCF CCTV cameras into the Port-wide system.
 - 2) Schedule and coordinate the RCF connection with the Port communication backbone including the interface of network systems for OPSLAN, POS corporate and FM LAN.
 - 3) Schedule and coordinate the interface of the RCF 800 MHz trunked radio system with the Port-wide system.
 - 4) Schedule and coordinate the interface of the busing variable message signs with the Port's Intelligent Transportation System.
 - 5) Coordinate the transfer of all building communication and special systems designed and installed under the Port's effort to the Building Facility Manager and Fuel Facility Manager. The extensive list of these systems will be provided.
 - 6) Coordinate the inclusion of the RCF fire and life safety systems into the Port-wide communication fiber backbone system for the Airport.

Facility Activation and Start-Up:

- a) Perform all necessary tasks to lead, manage, and coordinate all stakeholder activities in support of the activation of the RCF by May 2011. These tasks include development of an activation plan prior May 2010, schedule and implementation of the that plan, scheduling and conducting joint and individual coordination meetings amongst all affected parties, preparing meeting minutes, reviewing all aspects of the RCF and each Tenant design documents. Identify all points of interface required to activate the entire facility and tenant areas into a functional rental car facility to begin operations. Identify potential risks or conflicts and provide resolutions and recommendations to Port Management; elevate to Senior Management those issues that cannot be resolved at the lowest possible level. During activation, conduct daily site walk through visits to ensure progress is being made and prepare and present a weekly report out of progress and issues. Participants will include Airport Operations, Aviation Maintenance, Aviation Public Affairs, each Rental Car Company tenant, each concession tenant, Building Facility Manager, Fuel Facility Manager, RCF Commissioning Agent, Construction Management team, utility providers, and the GC/CM contractor.

- b) Closely monitor, track progress and if required direct the work of any Contractor not performing on meeting the critical schedule on all activation activities on a weekly basis during the 45 day “burn-in” period prior to opening. Include this information in the weekly report out of progress noted above. Note that the Lease between the Rental Car Companies and the Port states the RCF will open regardless if any Rental Car Company tenant area or their operation systems are not complete.

LEED Certification:

- a) Obtain, compile and submit all documentation necessary to support and obtain LEED certification to the U.S Green Building Council (USGBC). Work directly with USGBC to ensure all documentation secures the certification point for the specific area of the project each submittal covers. Negotiate with USGBC, providing additional information or backup as requested. Secure this documentation from the design consultant team, RCF Design Project Manager, RCF Commissioning Agent, Construction Management team, and the GC/CM contractor to ensure certification is obtained. Obtaining certification for the RCF is very important and visible to the Port Commission this will be a task closely monitored by Commission Staff and Aviation Senior Management.
- b) Monitor and track progress on LEED requirements, submittals and USGBC approvals or comments on a weekly basis and prepare and present progress reports to the PL, Deputy Director of Facilities, Infrastructure and Environmental, Rental Car Industry, Landside Operations and Business Development.
- c) Prepare a LEED/Sustainability lessons learned notebook for project. Port to review and provide comment on draft notebook. Consultant to incorporate changes and comments into final document. Notebook will include ‘sustainability’ aspects that could be applied to other projects, but not necessarily in LEED. Present this report to the Port and Rental Car Industry.

Task 300 Off-Site Roadway Improvements Project Support

The ORI Project Manager is a Port of Seattle employee and will be primarily responsible for the successful completion of this project.

The Consultant will be responsible for;

- a) Coordination and completion of utility improvements by the local utility companies (Seattle City Light, Qwest, Puget Sound Energy, Highline Water District and Level 3 Communication) in support of the ORI project. Typical tasks include:
 - i) Coordinate the design requirements between the utility company and the Consultant Design team. Set up meetings and provide documentation as appropriate (i.e., meeting minutes, design review comments, technical reports).
 - ii) Coordinate with the Consultant Design team and utility company to prepare utility agreements or connection requests. Set up meetings, review documents with other Port staff, and provide documentation as appropriate (i.e., meeting minutes, agreements, and connection requests).
 - iii) Coordinate with the Consultant Design team and utility company to prepare utility easements. Set up meetings, review documents with other Port staff, and provide documentation as appropriate (i.e., meeting minutes, easement documents).

- iv) Monitor construction progress of the utility improvements and provide weekly updates to the ORI Project Manager and Construction Management team.
- v) Monitor construction progress of the ORI and provide bi-weekly updates to the utility companies for construction inspections and turn-over of each utility.
- b) The Consultant will provide additional project management support as directed by the ORI Project Manager. Additional tasks could include:
 - i) Coordinate the design requirements between the City of SeaTac, Washington State Department of Transportation, and the Consultant Design team. Set up meetings and provide documentation as appropriate (i.e., meeting minutes, design review comments, technical reports).
 - ii) Coordinate with the Consultant Design team, City of SeaTac, and Washington State Department of Transportation to define right-of-way and limited access requirements. Coordinate with other Port staff to prepare documentation and obtain approvals necessary to surplus and transfer Port property. Set up meetings and provide documentation as appropriate (i.e., meeting minutes, right-of-way plans and technical memorandums).

Task 400 Bus Maintenance Facility/CNG Fueling Station Project Support

The BMF Project Manager is a Pot of Seattle employee and will be primarily responsible for the successful completion of this project.

The Consultant will be responsible for the following:

- a) Coordinate and complete utility improvements by the local utility companies (Qwest, Puget Sound Energy, and Highline Water District) in support of the BMF project. Typical tasks include:
 - i) Coordinate design requirements between the utility company and the Consultant Design team. Set up meetings and provide documentation as appropriate (i.e., meeting minutes, design review comments, technical reports).
 - ii) Coordinate with the Consultant Design team and utility company to prepare utility agreements or connection requests. Set up meetings, review documents with other Port staff, and provide documentation as appropriate (i.e., meeting minutes, agreements, and connection requests).
 - iii) Coordinate with the Consultant Design team and utility company to prepare utility easements. Set up meetings, review documents with other Port staff, and provide documentation as appropriate (i.e., meeting minutes, easement documents).
 - iv) Monitor construction progress of the utility improvements and provide weekly updates to the BMF Project Manager and Construction Management team.
 - v) Monitor construction progress of the BMF and provide bi-weekly updates to the utility companies for construction inspections and turn-over of each utility.
- b) Lead and manage the Furniture, Fixtures and Equipment (FF&E) design, procurement and installation for the BMF project. Typical tasks include:
 - i) Coordinate the design requirements between the users and the Consultant Design team. Set up meetings, review documents with other Port staff, and provide documentation as appropriate (i.e., meeting minutes, design drawings, design review comments).
 - ii) Manage the preparation and completion of bid documents by the Consultant Design team to support the procurement process, and support other Port staff during the procurement

- process. Set up and attend meetings, review bid documents, and provide documentation as appropriate (i.e., meeting minutes, review comments).
- iii) Review construction RFIs, design bulletins and change orders for the BMF project to identify items that conflict with the FF&E effort. Coordinate with the BMF Project Manager, Consultant Design team, and Construction Management team to resolve these conflicts. Set up and attend meetings, review construction documents, and provide documentation as appropriate (i.e., meeting minutes, review comments).
 - iv) Coordinate the installation of the FF&E with the Construction Management Team and the FF&E contractor. Manage the FF&E installation including tracking and responding to RFIs, coordinating the review of shop drawings, preparing design change notices, preparing change orders, and processing contract payments. Set up and attend meetings, review construction documents, and provide documentation as appropriate (i.e., meeting minutes, submittals).
 - v) Manage the closeout of the FF&E project including contract close out, file and record archiving, and the completion of record drawings. Set up meetings and provide documentation as appropriate (i.e., meeting minutes).
- c) Lead and manage the activation of the BMF by March 2011. Typical tasks include:
- i) Lead and manage coordination meetings with Airport Operations, Aviation Maintenance, BMF Project Manager, BMF Commissioning Agent, Construction Management team, and the BMF contractor. Set up meetings and provide documentation (i.e., meeting minutes, schedules) as appropriate.
 - ii) Coordinate the transfer of building operations and systems from the BMF contractor to Aviation Maintenance. Ensure that Aviation Maintenance receives a complete O&M manual for the BMF. Set up meeting and provide documentation (i.e., meeting minutes) as appropriate.
 - iii) Coordinate the start-up of operations at the BMF for Airport Operations and Aviation Maintenance. Set up meetings, track progress and provide documentation (i.e., meeting minutes and schedules) as appropriate.
- d) Lead and manage the LEED certification process for the BMF project. Typical tasks include:
- i) Coordinate with the design team and BMF Project Manager to define LEED goals for the design of the BMF and CNG Fueling Station. Set up meetings and provide documentation (i.e., meeting minutes, LEED checklists) as appropriate.
 - ii) Review each stage of the design and provide comments to ensure that LEED requirements have been met and included in the project drawings and specifications.
 - iii) Coordinate with the design team to complete LEED requirements (e.g., energy modeling). Set up meetings and provide documentation (i.e., meeting minutes, technical reports) as appropriate.
 - iv) Monitor and track LEED requirements and provide progress reports to the BMF Project Manager on a quarterly basis.
 - v) Coordinate with the design team, BMF Project Manager, BMF Commissioning Agent, Construction Management team, and the BMF contractor to complete all documentation necessary to support LEED certification. Set up and attend meeting, track construction progress, and provide documentation (i.e., meeting minutes, construction documentation) as appropriate.

- vi) Prepare a LEED/Sustainability lessons learned notebook for project. Notebook will include 'sustainability' aspects that could be applied to other projects, but not necessarily in LEED.

Task 500 Main Terminal Improvements Project Support

General:

- a) The Consultant will be primarily responsible for the successful completion of the MTI project.
- b) Work directly with the Project Controls staff in monitoring the project costs and schedule. Work closely with the Project Controls staff and Construction Management team to ensure open and clear communication and report to avoid surprises. Immediately notify the PL of any concerns and provide corrective actions.
- c) Manage consultant contract for design and construction support services for the MTI project. Coordinate with other Port staff for the procurement of Design Consultant team. Set up and attend meetings, prepare Request for Qualifications document, manage the selection process, and complete contract negotiations. Review and approve for payment all consultant invoices. Investigate and resolve potential Design Consultant claims for additional services. Track and investigate potential Design Consultant team errors and omissions.
- d) Coordinate the design requirements between stakeholders and the Consultant Design team, including the review of design documents (e.g., 50% design). Set up coordination and progress meetings, review documents with other Port staff, support Port technical review meetings, and provide documentation as appropriate (i.e., meeting minutes, design drawings, design review comments, technical reports).
- e) Manage the preparation and completion of bid documents by the Consultant Design team to support the procurement process, and support the Construction Management team during the procurement process. Set up and attend meetings, review bid documents, and provide documentation as appropriate (i.e., meeting minutes, bid documents).
- f) Coordinate with the Construction Management Team, MTI contractor, and Consultant Design team to track and respond to RFIs, coordinate the review of shop drawings, prepare design change notices, and prepare change orders. Set up and attend meetings, review construction documents, and provide documentation as appropriate (i.e., meeting minutes, submittals).
- g) Manage the closeout of the MTI project including contract close out, file and record archiving, and the completion of record drawings. Set up meetings and provide documentation as appropriate (i.e., meeting minutes).
- h) Coordinate the completion of these improvements in support of the activation of the RCF by May 2011. Attend bi-weekly RCF activation coordination meetings. Ensure that the way finding signage improvements are completed to support the over-night start-up of operations at the RCF.

SERVICE AGREEMENT
(for Agreements valued at more than \$50,000)

P-_____

THIS AGREEMENT is made and entered into this _____ day of January, 2008 by and between the Port of Seattle, State of Washington (hereinafter referred to as the "PORT") and _____ (hereinafter referred to as the "CONSULTANT"), for the furnishing of professional services for the _____ (hereinafter referred to as the "Project").

The PORT and the CONSULTANT mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall provide all necessary professional and related services for the Project to accomplish the service specified in Attachment A hereto, or which may hereafter be requested by the PORT. Work for this contract shall begin on _____ and be completed on _____ unless amended.

- A. In the case of Projects covering two or more phases, one or more of which is not covered by this Agreement, the PORT will not be obligated to continue the Agreement for any subsequent phases with CONSULTANT.

II. COMPENSATION

- A. The PORT agrees to pay CONSULTANT, on a time and expense basis, a sum not to exceed _____ (_____) payable according to CONSULTANT'S schedule of fees specified in Attachment _____ of this Agreement for the professional services specified in Attachment A of this Agreement. This amount shall constitute complete compensation, including expenses for meals, travel, lodging, and Washington State Sales Tax, if applicable.

- B. Payment of compensation specified shall be made monthly. Payment shall be made thirty (30) days ("Net 30") from date invoice is received by the PORT and is determined to be correct, except as otherwise indicated in the Schedule of Payments. If there are disputed items or amounts or both on any invoice, the Port will present these items to the Consultant for resolution. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to the Port of Seattle, Attn.: _____, P.O. Box 1209, Seattle, Washington, 98111-1209. Requests for payment must reference the Agreement number.

- C. Compensation will only be made to the extent to which CONSULTANT presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the sum set forth in Paragraph II.A. above. For Agreements with MBE/WBE or DBE Subconsultants, CONSULTANT must complete and submit the PORT'S Monthly Affidavit of Amounts Paid MBE/WBE Participants form with invoice.

III. CHANGES

The PORT may, at any time, make changes by written change order in the Scope of Services specified in Attachment A. If, in the opinion of CONSULTANT, such changes will require CONSULTANT to exceed the maximum authorized compensation specified in Paragraph II., CONSULTANT shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any time, fee, or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the PORT. The amount of any equitable adjustment shall be negotiated by the parties; however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of service described by this Agreement or changes authorized by this paragraph.

IV. ACCOUNTING RECORDS

Records of fees or expenses described in Paragraph II. shall be kept on a generally recognized accounting basis acceptable to the PORT. CONSULTANT agrees to make such records and supporting documentation available to authorized representatives of the PORT and any Federal agency or agencies charged with the administration of grant money for the Project, both during the Project and for three (3) years following the final payment for services rendered or termination of CONSULTANT'S services under this Agreement.

V. RESPONSIBILITIES OF THE PORT

- A. The PORT shall designate a Project manager to coordinate and review the work of CONSULTANT and to coordinate the work of CONSULTANT with all agencies and individuals involved with the Project. Project Manager for the PORT is _____. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.

- B. The PORT shall furnish all drafting standards for the preparation of the final plans and drawings for the Project. The Port shall furnish software standards for any electronic media provided by the CONSULTANT.

- C. As an accommodation to CONSULTANT, the PORT will upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections, appraisals, legal descriptions, data, reports, records and maps, _____ as it may have in its possession or may hereafter obtain, that are necessary to complete the service under this Agreement. Such information shall be for general guidance only, and the PORT in no way warrants its sufficiency, adequacy or correctness, or any interpretation,

deductions or conclusions derived therefrom. The use of such information for any purpose shall be at the sole risk and responsibility of CONSULTANT who shall, prior to such use, have satisfied itself that such information is adequate for such use.

- D. The PORT shall furnish property, topographic, _____, and construction surveys, for the Project. Prior to use of information contained in such surveys, CONSULTANT shall satisfy itself that such information is adequate and correct and shall immediately notify the PORT in writing of any errors, omissions, or inconsistencies found therein.
- E. Unless otherwise specified in the Scope of Services, the PORT shall be responsible for administration of construction contracts, if any, on the Project. CONSULTANT assumes no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its services in accordance with the contract documents.

VI. RESPONSIBILITIES OF CONSULTANT

- A. Conduct of Work--Except as otherwise provided herein, CONSULTANT will, with due diligence, furnish all necessary qualified personnel, material, and equipment, managing and directing same to complete the service described in Attachment A.
- B. All personnel employed by CONSULTANT and its subconsultants engaged in the service shall be qualified and shall be authorized under State and Local law to perform such services.
- C. Neither review nor approval of CONSULTANT'S work by the PORT shall in any way relieve CONSULTANT from its duty to utilize a professional standard of care in the performance of its duties, nor will such review or approval in any way relieve CONSULTANT from liability to the PORT.
- D. CONSULTANT has designated _____ as Project Manager for the Project. This designation shall not be changed without the prior written approval of the PORT.
- E. Period of Performance--CONSULTANT shall complete all specified work, including submission of reports and/or other required documentation, within the time periods set forth in Attachment A. Time is of the essence in each and every portion of this Agreement, and CONSULTANT recognizes that in the event of unexcused delays by CONSULTANT, the PORT may incur costs and expenses as well as claims from third parties, all of which may be charged to CONSULTANT.
- F. CONSULTANT will use the following software to produce any report, spreadsheet, presentation, PC database, or drawing:
 - 1. Microsoft Word for Windows
 - 2. Microsoft Excel
 - 3. Microsoft PowerPoint
 - 4. Microsoft Access
 - 5. AutoCAD

CONSULTANT will supply the PORT with any report, spreadsheet, presentation, PC database, or drawing produced during the course of the contract on electronic medium as directed by the Project Manager. Drawings must be saved as .DWG files; TIFF files will not be accepted.

- G. The PORT may grant CONSULTANT access to drive a PORT vehicle to carry out the terms of this Agreement. During the duration of this Agreement, CONSULTANT agrees to abide by all PORT policies, rules, and regulations, as those policies, rules and regulations apply to the operation of a PORT vehicle. Compliance with PORT policies, rules, and regulations includes complying with PORT Policy EX-14 "Driver Safety Policy", completing the PORT Driver Briefing prior to the operation of a PORT vehicle, reporting immediately all driving incidents, maintaining a valid driver's license, completing all assigned driver training, and following Airport Rules and Regulations as those Airport Rules and Regulations apply to motor vehicle use. CONSULTANT shall not take home PORT vehicles without written permission from the PORT. The PORT reserves the right to request a motor vehicle record or driver abstract from any individual who requests or has been granted permission to drive a PORT vehicle. Nothing in the PORT's agreement to allow a CONSULTANT to use a PORT vehicle shall be construed as waiving the CONSULTANT's responsibility for damage to, or liability arising out of the use of, any PORT vehicle. The Port specifically reserves the right to seek contribution and/or indemnity from CONSULTANT for any physical damage to a PORT vehicle, or liability, damages, losses or expenses (specifically including attorneys' fee) arising out of CONSULTANT's use of a PORT vehicle.

The CONSULTANT will will not be utilizing a PORT owned vehicle to perform the services required under this Agreement. If neither box is checked, it is assumed the CONSULTANT will be using a PORT owned vehicle.

- H. The CONSULTANT shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health, and safety of the CONSULTANT and its employees, contractors, and subcontractors as well as the public, while working on PORT premises. Nothing the Port may do, or fail to do, with respect to safety shall relieve CONSULTANT of this responsibility. CONSULTANT is responsible for providing all required personal protective equipment for its employees. CONSULTANT is responsible for ensuring CONSULTANT and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the PROJECT and the complete scope of work. If indicated below, the CONSULTANT shall provide a written safety plan that is specific to the proposed PROJECT and shall provide a copy of the safety plan to the assigned PORT Project Manager. If neither box is checked below, a written safety plan is required.

The Agreement Does Does Not require a written safety plan.

VII. SUBCONTRACTS

Unless provided for in this Agreement, no contract shall be made by CONSULTANT with any other party for furnishing any of the work or services herein contracted for without the written consent and approval of the PORT. Any subcontract entered into by CONSULTANT subsequent to the execution of this Agreement must be formally approved by the PORT before it is reimbursable hereunder. To the extent of the work to be performed by Subconsultant, CONSULTANT shall require Subconsultant to be bound by the terms of this Agreement and to assume all obligations and responsibilities with CONSULTANT, by this Agreement, assumes toward the PORT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall transmit to the Port the original and specified number of copies of all final drawings, prints, plans, field notes, specifications, design computations, calculations, reports, appraisals, maps, logic designs of programs, sub-system designs, systems design, user and system documentation and other Project documents or products (collectively from herein referred to as "instruments of service") as requested by the PORT. These instruments of service will be retained by the PORT as part of its contract file. CONSULTANT may retain a file copy of all instruments of service for the Project.
- B. All instruments of service prepared or obtained for use in the Project shall become the property of the PORT and may be utilized by the PORT, or its agents, for any purpose whatever without additional fee, royalty, or other payment to CONSULTANT, provided that use by the PORT for any purpose other than that intended by such instruments of service shall be at the sole risk of the PORT. No such instruments of service shall be the subject of any application or claim for copyright by or on behalf of CONSULTANT. CONSULTANT shall not make any of the above instruments of service available to any person, except as may be necessary to the performance of CONSULTANT'S services hereunder, without the prior written approval of the PORT and shall take all necessary steps to keep secure those instruments of service in its possession. CONSULTANT shall not release any information to any individual or organization, the public or news media without the prior written authorization from the PORT.

IX. TERMINATION OF CONTRACT AND OTHER REMEDIES

- A. The PORT may terminate the Agreement as to all or any portion of the service remaining to be performed upon _____ (_____) days written notice to CONSULTANT, and to complete the service by whatever method the PORT may deem expedient, and recover the costs thereof from CONSULTANT in the event CONSULTANT:
 - 1. Fails to prosecute the service continuously to completion with promptness and diligence;
 - 2. Fails to perform any of its obligations under the Agreement; or
 - 3. Becomes insolvent, or is declared bankrupt or commits any acts of bankruptcy, or insolvency, or makes an assignment for the benefit of its creditors.
- B. The PORT may at any time at its convenience, and without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. Termination shall be effective upon the PORT'S mailing of written notice thereof to CONSULTANT. In such case, CONSULTANT shall be paid for all service performed and for reasonable expenses properly incurred in connection with the termination.

Title to all service performed at the time of termination shall be transferred to the PORT upon payment therefore.
- C. Any decision by the PORT to pursue any remedy provided for herein shall not be construed to bar the PORT from the pursuit of any other remedy provided for by law or equity in the case of similar, different or subsequent breaches of this Agreement.

X. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

CONSULTANT covenants and agrees that in all matters pertaining to the performance or carrying out of service under this Agreement, CONSULTANT shall at all times conduct business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race, color, religion, sex, national origin, age, handicap or veteran status and, in particular:

- A. CONSULTANT will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified females and individuals who are members of racial or religious minorities. The following shall be submitted according to Project size:
 - 1. For agreements for \$10,001 or more, CONSULTANT shall execute and submit the PORT'S Certificate of Compliance with Port of Seattle Affirmative Action Resolutions form.
 - 2. All agreements for \$10,000 or less do not require submittal of the PORT'S Certificate of Compliance with Port of Seattle Affirmative Action Resolutions form.
- B. CONSULTANT shall strictly comply with all requirement of applicable Federal, State or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination.
- C. CONSULTANT will act without discrimination when engaging Subconsultants to perform service under this Agreement and will give equal consideration to minority and female owned firms.
- D. CONSULTANT agrees throughout the term of this Agreement to follow the policies set forth in the PORT'S Certificate of Compliance with Port of Seattle Affirmative Action Resolutions form. Additionally, CONSULTANT agrees to notify the PORT of any significant changes in its total office personnel or Project work force composition as it may relate to the personnel composition represented to the PORT prior to beginning the Project.

- E. The PORT has determined that this Agreement has subcontracting possibilities and, therefore, provides opportunities for MBE and/or WBE or DBE participation. The PORT has established the following goals for participation on this Agreement:
_____ Percent (____%) _____ and _____ Percent (____%) _____. By executing this Agreement, CONSULTANT is stating a commitment to the goals established for the Project.
- F. CONSULTANT certifies by executing this Agreement, for Federally-assisted Projects, that it is and will remain in compliance with the Equal Opportunity Clause for Federally-assisted construction, which clause is available upon request.
- G. CONSULTANT (1) certifies that it does not, and will not, discriminate in providing employee benefits and that such benefits are made available on an equal basis to all of its non-union and union employees with spouses and its employees with a domestic partner OR legally domiciled member of household (same-sex and opposite-sex), (2) agrees for all services over \$25,000 to furnish a completed Compliance with Equal Benefits form. The completed Compliance with Equal Benefits form shall be furnished before the execution of this Agreement.

XI. INDEPENDENT CAPACITY OF CONSULTANT

The parties declare that CONSULTANT, and any agents and employees of CONSULTANT, in the performance of this Agreement, are acting as independent CONSULTANTS and not in any manner as officers or employees or agents of the PORT insofar as this Agreement applies. Payment of any income, payroll or similar taxes due under federal, state or local law for CONSULTANT or its employees shall be the sole responsibility of CONSULTANT.

XII. ASSIGNABILITY

Neither the PORT nor CONSULTANT shall assign, or transfer any interest in this Agreement without the prior written consent of the other.

XIII. ETHICS AND INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

CONSULTANT has read and agrees to be bound by the PORT'S Ethics Policy for Port Consultants, EX-16, attached hereto.

XIV. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to conduct and execute the Project in compliance with all applicable local, State or Federal laws.

XV. GOVERNING LAW

This Agreement shall be governed by the Laws of the State of Washington. Venue for any action between the PORT and CONSULTANT, arising out of or in connection with this Agreement, shall be in King County.

XVI. INDEMNITY

- A. CONSULTANT shall defend, indemnify, and hold harmless the PORT from all liability, claims, damages, losses and expenses, whether direct, indirect, consequential (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of the performance of this Agreement which is caused, or alleged to be caused, in whole or in part, by any act or omission of CONSULTANT; PROVIDED, however, that this paragraph shall not be construed so as to require CONSULTANT to defend, indemnify or hold harmless the PORT from such claims, damages, losses, or expenses caused by or resulting from the sole negligence of the PORT. CONSULTANT expressly agrees that its duty to defend and indemnify the Port includes negligent acts, which are concurrent, contributory, or both by the Port, resulting in said injuries, death or damage. However, 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, highway, road, railroad, excavation, 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) CONSULTANT, it is expressly agreed that CONSULTANT'S obligations of indemnity under this paragraph shall be effective only to the extent of CONSULTANT'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.
- B. In any and all claims against the PORT by any employee of CONSULTANT, the indemnification obligation of Subparagraph A of this paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT under applicable worker's or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by agreeing to enter into the Agreement, acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- C. For purposes of this paragraph only, the term "PORT" shall mean and include the PORT and its commissioners, other officers, employees, and agents, and the term "CONSULTANT" shall mean and include CONSULTANT, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

XVII. INSURANCE

- A. Prior to commencement of services under this Agreement and if required below, CONSULTANT shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A Minus VI". CONSULTANT shall submit to the PORT a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without the insurer's written notification to the PORT, delivered by mail, not less than forty-five (45) days prior to any such lapse or termination. CONSULTANT agrees to notify the PORT upon any material change of coverage or reduction in limits. Where identified below, CONSULTANT shall submit endorsements with the Certificate of Insurance. CONSULTANT shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Agreement.

When insurance is required, CONSULTANT shall be procure and maintain insurance in the following minimum form and limits. The limits shall not be construed as to relieve the CONSULTANT from liability in excess of the limits. The minimum limits indicated below do not indicate that the PORT has assessed the risks that may be applicable to the CONSULTANT under this Agreement. All deductibles or self-insurance retentions are the responsibility of the CONSULTANT. CONSULTANT may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the PORT may carry will apply strictly on an excess basis over any applicable insurance the CONSULTANT may carry. The CONSULTANT shall provide to the PORT, if requested, a copy of any insurance policy required under this Agreement, including a copy of the policy declarations, binder, all endorsements, and any policy amendments.

1. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 (or greater where required by the PORT) per occurrence and \$1,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, independent contractors, products completed operations, personal and advertising injury, and liability assumed under an insured contract. The CONSULTANT'S insurance shall be primary and non-contributory with respect to any insurance the PORT carries and apply separately to each insured.

This Agreement Does Does Not requires commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply:

- a) PORT shall be named as an additional insured for all work arising out of CONSULTANT'S work using ISO Form CG 20 26 or an equivalent endorsement approved by the PORT.
- b) The policy shall not contain a deductible greater than \$25,000.
- c) If the services to be provided in this Agreement include the installation or construction of a product on PORT property, the CONSULTANT shall be required to add the PORT as an additional insured with respect to "completed operations" using ISO Form CG 20 26 11 85 or equivalent.

This Agreement Does Does Not require an endorsement to add the PORT as an additional insured for completed operations. If neither box is checked, commercial general liability insurance is required.

2. Automobile Liability Insurance. Agreements in which the CONSULTANT, including its employees, contractors, or subcontractors, utilize a PORT owned, leased, or hired vehicle, require the CONSULTANT to maintain Personal or Business Automobile Liability Insurance.

Agreements in which the CONSULTANT and/or its employees, contractors, or subcontractors utilize a company vehicle (owned, leased, hired, or borrowed), or a personal vehicle (owned, leased, hired, or borrowed) to complete the services required under this Agreement on the airfield at Seattle-Tacoma International Airport or on a Port owned container terminal, including Terminal 91, require the CONSULTANT and all applicable employees, contractors, or subcontractors to maintain Personal or Business Automobile Liability Insurance.

When required, the amount of insurance shall not be less than \$1,000,000 (or greater where required by the PORT), per occurrence, combined single limit for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). If driving on the airfield operations area (AOA) at Seattle-Tacoma International Airport the required limits of insurance are \$5 million per occurrence while in the non-movement operations area and \$10 million per occurrence while in the air movement operations area.

- a) The PORT shall have a waiver of subrogation submitted to it from the CONSULTANT'S insurance company; or the PORT shall be included as an additional insured on the automobile policy.
- b) If coverage is to be provided under a Business Automobile Liability policy, the policy is to extend coverage to all "owned, non-owned, hired, leased, and borrowed automobiles" (as defined on ISO Form CA 00 01).
- c) If hazardous materials are being transported, the policy shall be endorsed by Form CA 9948 (or equivalent MCS-90 endorsement) to provide automobile pollution liability coverage when required by the Motor Carrier Act of 1980.
- d) The policy shall not contain a deductible greater than \$10,000.

This Agreement Does Does Not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required.

3. Professional Liability Insurance (Errors and Omissions). Agreements requiring technical services such as, but not limited to: engineering design or surveying, architectural services, software services, information technology services, environmental

services, real estate management, or other technical or professional services may require Professional Liability and Errors and Omissions coverage.

This Agreement Does Does Not require(s) Professional Liability and Errors and Omissions coverage. If neither box is checked, the Agreement does require this coverage.

If required, CONSULTANT shall provide Professional Liability (E&O) insurance in an amount not less than \$1,000,000 per loss and in the aggregate to cover the CONSULTANT, its employees, and any other sub consultant retained by the CONSULTANT. The coverage shall be specific to the work required under this Agreement. If coverage is to be provided on a claims-made basis, the CONSULTANT shall warrant that any policy retroactive date precedes the effective date of this Agreement. In addition, continuous coverage must be maintained throughout the Agreement and for one year beyond the completion of the Agreement, or the CONSULTANT shall purchase an extended discovery period for not less than one year from the completion of work.

4. Protection and Indemnity (Vessel Liability) Insurance. If the CONSULTANT is to provide services under this Agreement from a boat, vessel, or floating platform, the CONSULTANT shall provide protection and indemnity coverage (use Form SP-38 or SP-23) for each boat, vessel, or floating platform, in the amount of \$ 1,000,000 combined single limit per occurrence. The PORT shall be listed as an additional insured under this policy. This Agreement Does Does Not require(s) protection and indemnity coverage. If neither box is checked, the Agreement does require this coverage.
5. Employers Liability Insurance (Washington Stop Gap Liability). If CONSULTANT is providing services that include the installation or construction of a product on PORT property, the CONSULTANT shall be required to provide Washington State Stop Gap employers' liability insurance. This shall be in an amount of \$ 1 million per accident and \$1 million per disease using ISO CG 04 42 11 03 or equivalent. This coverage may be provided by endorsing the primary commercial general liability policy.

This Agreement Does Does Not require(s) stop gap employers liability insurance. If neither box is checked, the Agreement does require this coverage.

- B. CONSULTANT is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for CONSULTANT, its employees, contractors, and subcontractors. CONSULTANT shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of CONSULTANT'S worker compensation account prior to commencing work, including those CONSULTANTS who are qualified self-insurers with the state. CONSULTANT bears the responsibility to ensure that any out-of-state (non-Washington) employees, contractors, and subcontractors have appropriate workers compensation coverage while working for the PORT in Washington State. CONSULTANT may be exempt from state worker compensation insurance requirements (Reference RCW 51.12.020) such as if CONSULTANT is a sole proprietor. CONSULTANT shall indicate its status below by marking the appropriate box. CONSULTANT is fully responsible for ascertaining whether the industrial insurance laws apply to this Agreement. If neither box is checked, CONSULTANT must show evidence of industrial insurance coverage with a current employer liability certificate.

CONSULTANT is is not exempt from state worker compensation and industrial insurance requirements. If neither box is checked, the Agreement does require evidence of industrial insurance.

- C. Certain work or services under this Agreement may require Longshore and Harbor Worker's Compensation Act (33 U.S.C. §§901 et seq.) insurance coverage. Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. CONSULTANT is fully responsible for ascertaining whether or not such insurance is required. If Longshore and Harbor Worker's Compensation Act insurance coverage is required, CONSULTANT is responsible for obtaining it.
- D. The insurance requirements required within this section shall apply to any Subcontracts that the CONSULTANT may enter into.

ENTIRE AGREEMENT:

This Agreement sets forth in full the entire Agreement of the parties in relation to the subject matter hereof and any other agreement, representation, or understanding, verbal or otherwise, relating to the professional services of CONSULTANT, or otherwise dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever. This Agreement may be waived, changed, modified or amended only by written amendment executed by both of the parties hereto.

If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

PORT OF SEATTLE

Authorized Signature

(Print or Type Name of Signer)

Date _____

Address: _____

Phone No.: (206) _____

Fax No. (206) _____

Name of Consultant (Print/Type)

dba

Authorized Signature

(Print or Type Name of Signer)

Date _____

Address: _____

Phone No.: () _____

Fax No. () _____

Consultant must complete the following information:

<p>Attachments:</p> <p><input type="checkbox"/> Certificate of Compliance with Port of Seattle Affirmative Action Resolutions (as applicable)</p> <p><input type="checkbox"/> Equal Benefits Compliance Form (as applicable)</p> <p><input type="checkbox"/> Certificate of Insurance (as applicable)</p> <p><input type="checkbox"/> Completed IRS W-9 Form (required)</p> <p><input type="checkbox"/> Ethics Policy for Port Consultants (required)</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p style="text-align: center;"><input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation</p> <p>Taxpayer Identification Number ("TIN"): Employer Identification Number ("EIN"): _ _____ OR Social Security Number ("SSN"): _ _____</p> <p>Washington State Unified Business Identifier ("UBI") Number: _____</p> <p>State Worker Compensation Account Number: _____</p> <p>Suspension and Debarment Consultant certifies to the best of its knowledge that it is not presently disbarred or suspended from any federal department or agency transactions. If CONSULTANT checks this box, then CONSULTANT represents that it complies with this requirement. <input type="checkbox"/></p> <p>Former Port Employee Consultant declares by checking box that he or she is not a former Port employee. <input type="checkbox"/></p>
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Attachment C – Protest Procedures

A. Time to file a Protest.

1. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than ten (10) calendar days prior to the date established for responding to this solicitation.
2. A financially interested proposer may file a protest based on evaluation of Proposals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
3. In no event shall a protest be considered if all Proposals are rejected or after execution of this contract.

B. Form of Protest.

1. A protest shall be in writing and addressed to: PO BOX 1209, Seattle, Washington 98111, Attention: Director Central Procurement Office. A copy of the protest shall also be provided to Rebekah Hunter at Hunter.R@portseattle.org.
2. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.

C. Determination of Protest.

1. Upon receipt of a timely written protest, the Director shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Director's decision shall be considered the final action by the Port.

D. Compliance with Protest Process.

1. Failure to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by the Port.

E. Exhaustion of Administrative Remedies.

1. As a mandatory condition precedent to initiating a lawsuit against the Port, a prospective Proposer or a Proposer shall comply with the Protest Procedures defined herein.

F. Venue.

1. By responding to this Request for Qualification and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

ATTACHMENT D

RESOLUTION NO. 3166

A RESOLUTION of the Port Commission of the Port of Seattle repealing Resolution Nos. 2818 and 2821 and restating Port policy relating to Discrimination and Affirmative Action in Employment by Port of Seattle Contractors and Subcontractors and Establishing Policies, Procedures and Requirements for Compliance Therewith.

WHEREAS, the Port of Seattle Commission adopted Resolution Nos. 2818 and 2821 wherein a policy of commitment to Equal Employment Opportunity and Affirmative Action was incorporated and adopted in the exhibit thereto; and

WHEREAS, minor changes to Resolution Nos. 2818 and 2821 are required to facilitate administration and clarify Port requirements to contractors doing business with the Port;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that Resolution Nos. 2818 and 2821 are repealed; and

BE IT FURTHER RESOLVED that the following statement of policy, procedure and requirements is adopted by the Port Commission for the purpose of establishing uniformity and standardization with respect to the affirmative action plans and statements of non-discrimination submitted by contractors bidding and being awarded contracts for work projects of the Port of Seattle.

Contractors submitting bids on Port of Seattle work projects, may, in lieu of submission of an affirmative action plan, incorporate Resolution No. 3166 by reference and Certificate of Compliance in any bid proposal submitted to the Port of Seattle where bid specifications or other established procedures require the same.

SECTION 1: DEFINITIONS.

1. "Affirmative action" shall mean policies, procedures and programs designed to increase the representation of minorities and women in employment, applications for employment, and employment-related training programs (of minorities and women).

2. "Contractor" shall mean a person, firm, business, organization, company, consultant, supplier/vendors partnership or corporation contracting to do business with the Port of Seattle on work projects.

3. "Consultant" shall mean an impartial, objective advisor who renders professional opinions, findings, judgments and recommendations to the Port of Seattle.

4. "Supplier/Vendor" shall mean an outside supplier of goods and services to the Port of Seattle.

5. "Discrimination" shall mean differential treatment or pursuit of policies or practices that have a disproportionate impact upon persons due to their creed, race, color, sex, age, sexual orientation, marital status, national origin or the presence of any sensory, mental or physical handicap, unless such policies or practices are necessary for the performance of the job and no less discriminatory alternatives are possible.

6. "Minority" shall mean a person who is a citizen, a lawful permanent resident of the United States, and who is black (all persons having origins in any of the black African racial groups not of Hispanic origins); Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race); Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

7. "Underrepresentation" shall mean presence in a contractor's work force of minorities and women in proportionate numbers lower than the goals established for the contractor's business under this Resolution.

SECTION 2. NON-DISCRIMINATION. No contractor, subcontractor, or union doing business with the Port of Seattle, hereinafter referred to as the Port, or furnishing workers or services in connection therewith, shall discriminate against any person on the basis of race, color, creed, sex, age, sexual orientation, nationality, marital status or the presence of any sensory, mental or physical handicap, (provided that such handicap does not hinder the performance of the job), or Vietnam veteran status, in employment, and no such contractor, subcontractor, or union shall violate any of the terms of Chapter 49.50 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding non-discrimination in employment.

SECTION 3: GOALS AND TIMETABLES: AFFIRMATIVE ACTION REQUIRED.

1. Goals.

a. The Port of Seattle shall set goals and timetables for minority and female employment by contractors doing business with the Port, which goals shall be based on appropriate work force, demographic or other

relevant data. The setting, monitoring, and evaluating of a contractor's performance in attempting to meet goals shall be based on total manhours of training and employment as a proportion of all manhours to be worked by the contractor's entire work force in that trade on Port of Seattle contracts. The percentage of manhours for minority and female work and training should be substantially uniform throughout the length of the contract, for each of the trades. The transfer of minority and female employees or trainees from employer-to-employer and from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal(s) shall be a violation of these requirements.

b. The goals for minority and female labor utilization required of contractors pursuant to this Resolution may be satisfied by the enrollment of minority and female workers in pre-apprenticeship, apprenticeship, and journeyman training or similar programs; but such utilization of minority and female labor shall be apportioned as equally as possible to all such programs used or available for use. In order for non-working training hours to be counted in meeting the goals, such trainees must be employed by the contractor during the training period.

2. Affirmative Action Requirement. Where a contractor's employment statistics demonstrate that minorities and/or women are underrepresented in its work force in relationship to the goals established by the Port, contractors, subcontractors, and unions doing business with the Port, or providing workers or services in connection therewith, shall take affirmative action measures, as set out in this Resolution, to increase the representation of minorities and women at locations and establishments where projects and work are being done under contract with the Port. Affirmative action measures shall be based on what is reasonably required to achieve employment goals which will cure underrepresentation. Underrepresentation of minorities and women will not itself be deemed a violation of this Resolution where reasonable affirmative action measures are adopted and are being implemented in good faith.

SECTION 4. MINIMUM AFFIRMATIVE ACTION MEASURES FOR CONSTRUCTION CONTRACTORS. Contractors shall take specific affirmative action measures to ensure equal employment opportunity. The Contractor shall fully document its efforts and shall implement affirmative action measures at least as extensive as the following:

1. Policy Dissemination. Internal and external dissemination of the contractor's equal employment opportunity policy; posting of the nondiscrimination policies and the requirements of this Resolution on company bulletin boards accessible to all employees at each location where work is to be performed by contractors of the Port; notification to each subcontractor, labor union and representative of workers with which there is a collective bargaining agreement, contract, subcontract, or understanding, that the contractor is committed to the requirements of Resolution No. 3166; inclusion of the Equal Employment Opportunity policy in all advertisements, policy manuals, company newspapers, annual reports, etc.; at least annual review of these policies with all management personnel, employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, and all minority and female employees of the company.

2. Recruiting. Direct recruitment efforts, both oral and written, to minority, female and community organizations to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs; encourage present minority and female employees to recruit other minority persons and women; where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force; and solicit bids for subcontracts from firms whose employment profile meets the affirmative action goals established under this Resolution.

3. Self-Assessment and Test Validation. Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on minorities and women and validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record Referrals. Maintain a file of the names and addresses of each minority and female worker referred to him and what action was taken with respect to each such referred worker; and if the worker was not employed, the reason therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefor.

5. Notice of Union Non-cooperation. Provide immediate written notification to the Port when the union or unions with which the contractor has a collective bargaining agreement impeded the contractor's efforts to meet its obligations under this Resolution.

6. Training. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor; conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

7. Reporting. Designate a responsible official to monitor all employment related activity to ensure that the company EEO/Affirmative Action policy and the policies of Resolution No. 3166, are being carried out, to submit reports relating to the provisions hereof as may be required by the Port, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

8. Subcontract Bid Requirements. Solicit bids for subcontracts from available minority and women-owned business enterprises in the trades and document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

SECTION 5. CONTRACT REQUIREMENTS. The Port's policy, as stated in Section 2 of this Resolution requiring nondiscrimination in contractor or subcontractor employment and affirmative action, shall be included in all Port contracts. Any violation of the specific provisions of this Resolution, and of any term of the Certificate of Compliance required hereby, including reporting requirements, shall be deemed a violation of Resolution No. 3166. Any such violation shall be deemed a breach of a material provision of the contract between the Port and the contractor. Such breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of the contract

by the Port, or for invoking the enforcement provisions of the contract providing for penalties, liquidated damages, or other remedies, and may result in the contractor's ineligibility for further Port contracts, PROVIDED, that underrepresentation of minorities and women and the failure or inability of any contractor to achieve employment goals will not be a violation where that contractor has adopted and pursued a reasonable affirmative action program in compliance with this Resolution. THE BURDEN IS ON THE CONTRACTOR TO DEMONSTRATE ITS COMPLIANCE WITH RESOLUTION NO. 3166.

SECTION 6. PRE-CONTRACT QUALIFICATION. Prior to award of any Port contract, contractors must first be certified by the Port's Contract Compliance Officer or designee as having complied with the provisions of this section. The Port shall not contract with or receive services from an ineligible contractor who does not meet these provisions.

1. Work Force Data. All contractors per contract requirement shall submit to the Port a total personnel inventory employment profile providing employment data for all employees. The Port may determine the form in which this data shall be provided.

2. Compliance Affidavits and Union Statements. All contractors shall submit a Certificate of Compliance at the time of bid, in accordance with Bid/Quote/Proposal/Contract requirements in the form provided by the Port, a copy of which is attached and incorporated herein by reference as Addendum 1, 2, or 3. The Certificate of Compliance shall set forth the contractor's specific employment goals, minimum affirmative action requirements, reporting requirements and other such provisions as the Port deems necessary and appropriate for compliance with and enforcement of this Resolution. PROVIDED, that the Certificate of Compliance shall not require actions or goals inconsistent with the standards, guidelines and affirmative action measures set forth in this Resolution No. 3166.

SECTION 7. SUBCONTRACTORS. Per contract requirement, the prime contractor shall be required to submit to the Port, along with its qualifying documents under this Resolution, Certificates of Compliance, and reports from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors. As a condition of their contract, prime contractors shall be responsible for both the submission of certificates and reports and for requiring their subcontractors and material

suppliers to employ racial minorities and women. Any violation of this Resolution or the requirements of the certificate of compliance by the subcontractor will be deemed a violation by the prime contractor and subject to the sanctions and penalties set forth in the contract and this Resolution.

SECTION 8. COMPLIANCE MONITORING. The Executive Director of the Port of Seattle or designee shall monitor compliance with this Resolution, and conduct such investigations as may be necessary to determine compliance on the part of any firm or organization with the requirements of this Resolution. It shall be the duty of each Port of Seattle department responsible for and initiating contracts subject to this Resolution, to assure that contractors are notified of their obligations hereunder. The Director, Diversity Programs or his/her designee shall have the direct responsibility and authority to insure that contractors are properly monitored and that each Port department is in full compliance with the provisions of this Resolution.

SECTION 9. REPORTING REQUIREMENTS. In addition to the Certificate of Compliance, the contractor will, upon request, furnish all information and reports as reasonably required by the Port, to determine compliance with this Resolution. Additionally, contractor will, upon request, permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with the non-discrimination and affirmative action requirements of this Resolution. Unless otherwise required by law, all information, data, or records obtained pursuant to the monitoring and investigation activities authorized hereunder shall be kept confidential by the Port, except that the Port may release such information when requested to do so in cooperation with state and federal agencies administering and enforcing applicable laws against discrimination and in compliance with applicable laws governing public disclosure.

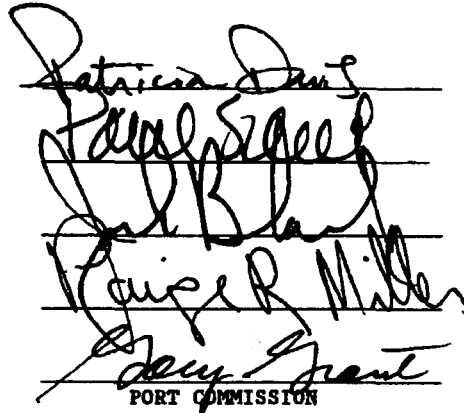
SECTION 10. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause, or phrase of this Resolution, be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Resolution.

SECTION 11. GOALS. The goal for minority and female employment with contractors doing business with the Port shall be as established by the Executive Director or designee.

SECTION 12: Addendum 1, 2, 3 (Certificate of Compliance forms) are revised and incorporated herein by reference.

SECTION 13: The Executive Director is authorized to modify the Addendum 1, 2, 3 or the Certificate of Compliance so long as such modification is not inconsistent with Resolution No. 3166.

ADOPTED by the Port Commission of the Port of Seattle this 26th day of July, 1994 and duly authenticated in open session by the signatures of the Commissioners voting and the seal of the Commission duly affixed.


PORT COMMISSION

ADDENDUM 1 TO RESOLUTION NO. 3166

**CERTIFICATE AND CERTIFICATE OF COMPLIANCE
WITH PORT OF SEATTLE AFFIRMATIVE ACTION RESOLUTION NO. 3166
for Construction Contracts**

PROJECT: _____ WORK ORDER NO: _____

CONTRACTOR: _____

STATE OF WASHINGTON

)

)

SS

COUNTY OF KING

)

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definitions: "Contractor" shall mean any person, firm, business, organization, company, partnership or corporation contracting to do business with the Port of Seattle on work projects.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to construction contracts pursuant to R.C.W. 53.08.120. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of contract default remedies set forth in the affidavit and other contract documents, and that in lieu of the affidavit the Executive Director may accept a statement of pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found to substantially fulfill the requirements of Resolution No. 3166.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. The following named person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

AFFIRMATIVE ACTION REPRESENTATIVE:

NAME: _____ TITLE: _____ PHONE: _____

- D. Contractor will cooperate fully with the Port Contract Compliance Office while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in Resolution No. 3166.
- E. Reports: The Contractor agrees to complete and submit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the Port Compliance Officer at such times as the Port shall deem necessary. The information required by Resolution No. 3166, includes but is not limited to the following reports and records:
1. Personnel Inventory Report: This report shall include a breakdown of the employer work force showing race, sex, ethnicity, social security number, telephone and address of all employees submitted prior to award of the Contract.

2. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee(s) organization has no practices and policies which discriminate on the basis of race, color, creed, sex, age, marital status, etc., submitted prior to execution of the Contract.
3. **Certified Payroll:** This report is required from every construction contractor, subcontractor, and any lower tier subcontractor, having a subcontract of \$5,000 or more, for each work week from the time work starts on the project until completion.
4. **Goals and Timetables:** This report will project the total number of labor hours by craft and people by craft, required to perform all work on the project. Additionally, this information will provide the total number of people and labor hours that will be performed by women and minorities.

The information required in this section shall be submitted on forms provided by the Port unless otherwise approved.

- F. **Subcontractors:** The prime contractor shall be required to submit to the Port, along with its qualifying documents under Resolution No. 3166, Certificates of Compliance and reports from its subcontractors, having a subcontract of \$5,000 or more, in the same manner as these are required of the prime contractor. Payroll reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors regardless of the value of the subcontract.
- G. **Employment Goals:** The contractor will ensure that equal opportunity of employment for minorities and women results during the term of this contract and take every reasonable measure to achieve and maintain at all levels of workforce and management including subcontractors, employment goals as outlined in this section.

The evaluation of a construction contractor, subcontractor or lower tier subcontractor's performance in attempting to meet goals shall be based on total hours of employment and training of minorities and women at locations and establishments where work under contract with the Port is being performed.

1. The goals for minorities and women are as follows:

	<u>Minorities</u>	<u>Women</u>
Construction Contractors	19%	7%

"Minority" is defined as a person who is a citizen, a lawful permanent resident of the United States, and who is black (all persons having origins in any of the black African racial groups not of hispanic origin); hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race); Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- H. **Underrepresentation of Minorities and Women:** Underrepresentation of minorities and women will not be deemed a per se violation of Resolution No. 2818, as amended. Where a contractor's employment statistics demonstrate that minorities and/or women are underrepresented in its work force in relationship to the goals set forth in Paragraph G.1, the burden will be on the contractor to show that the minimum affirmative action requirements set forth below have been met and that reasonable "good faith" affirmative action plan in compliance with Resolution No. 3166, has been pursued.
- I. **Minimum Affirmative Action Requirements:** Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the goals set forth in Paragraph G.1 will constitute a breach of this agreement. The evaluation of a contractor's compliance with Port

Commission Resolution No. 3166, shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. **Reporting:** Periodic reporting of employment statistics and affirmative action policies and procedures as may be requested by the Port of Seattle.
2. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment policy; posting of non-discrimination policies and of the requirements of Resolution No. 3166, on bulletin boards clearly visible to all employees, notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding, of the contractor's commitments under Resolution No. 3166, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
3. **Recruiting:** Adoption of recruitment procedures designed to increase the representation of women and minorities in the pool of applicants for employment; including, but not limited to, establishing and maintaining a current list of minority and female recruitment sources, providing these sources written notification of employment opportunities, and solicitation of bids for subcontracts from firms whose employment profile meets the affirmative action goals established under Resolution No. 3166.
4. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performing evaluations, seniority policies and practices, job classifications and job assignments, to assure they do not discriminate against, or have a discriminatory impact on, minorities and women and validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.
5. **Record Referrals:** Maintain a current file of applications of each minority and female applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after three years have elapsed from their last application or referral.
6. **Notice of Union Noncooperation:** Provide immediate written notification to the Port of Seattle and OFCCP when the union or unions with which the contractor has a collective bargaining agreement contract or understanding has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations under Resolution No. 3166.
7. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the contractor under Resolution No. 2818, as amended. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
8. **Training:** Develop on-the-job training opportunities which expressly include minorities and women.

Where a contractor's employment statistics demonstrate that minorities and/or women are underrepresented, failure to follow any of the requirements of Paragraph I (1-8) shall be prima facie evidence of non-compliance with this agreement.

- J. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, national origin, sex, age, sexual orientation, marital status, or the presence of any mental, physical or sensory handicap nor Vietnam era veteran status, including but not limited to hiring, lay-off, transfer,

promotion or demotion, job assignment wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

- K. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the Port Contract Compliance Officer for purposes of reviewing compliance with the provisions of this certificate and agrees to cooperate in any compliance review.
- L. Should the Port Contract Compliance Officer find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the contractor in writing of the findings, fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance officer in writing has notified the contractor and the Port that the noncompliance has been resolved.
- M. The contractor agrees that any violation of the specific provisions of Port Commission Resolution No. 3166 and of any term of the certificate of compliance required herein, including reporting requirements, shall be deemed a violation of the contract. Any such violation shall be further deemed a breach of a material provision of the contract between the Port and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this certificate or other contract document, including but not limited to cancellation, termination or suspension of the contract, in whole or in part, disqualification of the contractor; from participation in future Port contracts or the withholding of the contract progress payments.
- N. Contractor recognizes that it is bound by all provisions of Port Commission Resolution No. 3166, and acknowledges receipt of a copy thereof.
- O. Contractors may not alter or delete any portion of this document.

I certify under penalty of perjury, under the laws of the State of Washington that the foregoing is true and correct.

CONTRACTOR: _____
Company Name

UNIFIED BUSINESS IDENTIFICATION NO: _____

WASHINGTON STATE REGISTRATION NO: _____

ADDRESS: _____
Street City State Zip

AUTHORIZED SIGNER: _____
Signature Title

NAME: _____
Print or Type

TELEPHONE: () _____ FAX: () _____

ADDENDUM 2 TO RESOLUTION NO. 3166

**VENDOR'S CERTIFICATE OF COMPLIANCE
WITH PORT OF SEATTLE
AFFIRMATIVE ACTION RESOLUTIONS**

BID/PURCHASE ORDER NUMBER: _____ DATE: _____

VENDOR NAME: _____

Definitions: "Vendor" shall mean any person, firm, business, organization, company partnership or corporation agreeing to provide goods or services to the Port of Seattle. "Port" shall mean Port of Seattle. "Goods" shall mean natural resources, equipment, materials, supplies, or other finished goods or products. "Resolutions" shall mean Port Resolutions.

- A. Vendor recognizes that discrimination in employment is prohibited by federal, state and local laws. Vendor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Vendor further recognizes that the Resolutions establish minimum requirements for affirmative action and fair employment practices and agrees to abide by the terms, conditions and intent. Vendor herein agrees that this Certificate is incorporated as an addendum to their conditions and recognizes that failure to comply with these requirements may constitute grounds for application of the remedies available to the Port for breach, and that in lieu of this Certificate the Executive Director may accept a statement pledging adherence to an existing affirmative action plan where the provisions of the Vendor's plan is found by the Port's Contract Compliance Office to substantially fulfill the requirements of the Resolutions.
- B. When work is performed on Port property, Vendor shall give notice to its supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work. The Vendor shall ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the Vendor under the Resolutions.
- C. Vendor shall cooperate fully with the Port Contract Compliance Office while making every reasonable and good faith effort to comply with the affirmative action and non-discrimination requirements of the Resolutions.
- D. Upon request, Vendor agrees to provide the Port Contract Compliance Office with reasonable access to the premises of all places of business and employment relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, for purposes of reviewing compliance with the provisions of this certificate and agrees to cooperate in any compliance review.
- E. Should the Port Contract Compliance Office find, upon complaint, investigation or review, Vendor not to be in good faith compliance with the provisions contained in this contract, it shall notify Vendor in writing of the findings, fully describing the basis of non-compliance. Vendor may request withdrawal of such notice of non-compliance at such time as the Port Contract Compliance Office has notified Vendor, in writing, that the non-compliance has been resolved.
- F. Employment Goals: Vendor will ensure that equal opportunity of employment for minorities and women will occur during the term of the contract by taking every reasonable measure to achieve and maintain the goals at all levels of the work force and management, including subcontractors.
- G. Minimum Affirmative Action Requirements: Vendor agrees that failure to implement and/or maintain reasonable good faith efforts to achieve the goals set forth above will constitute a breach of the contract. Vendor shall document good faith efforts and shall implement affirmative action steps at least as extensive as those described in the Resolutions. The affirmative action steps include, but are not limited to, policy dissemination, recruiting, self-assessment, test validation, records referrals, notice of union non-cooperation and training.

H. Reports: Vendor agrees to complete and submit such additional reports and records that may be necessary to determine initial and continuing compliance with this Certificate and to confer with the Port's Contract Compliance Office at such times as the Port shall deem necessary. The information required in this section shall be submitted on forms provided by the Port unless otherwise approved. The information required by the Resolutions includes, but is not limited to, the following reports and records:

When Vendor is providing on-site labor of five or more persons and is on-site for a duration of longer than one day, these documents are required:

1. Personnel Inventory Report: This report shall include a breakdown of the employer's current local workforce showing race, sex, ethnic and other minority data and must be submitted prior to award of the contract.
 2. Statement from Union or Worker Referral Agency: This statement affirms that the signer's organization has no practices and policies which are contrary to the Resolutions. Vendor must assure this report is on file with the Port prior to award of the contract.
 3. Certified Weekly Payroll: This report is required from every Vendor for each work week from the time work starts on the project until completion.
 4. Periodic reporting of employment statistics and affirmative action policies and procedures as may be requested by the Port.
- I. The following named person has been designated to represent Vendor and to be responsible for securing compliance with and for reporting on the affirmative action taken.

AFFIRMATIVE ACTION REPRESENTATIVE:

NAME: _____

TITLE: _____ PHONE: () _____

J. Vendor agrees that any violation of the specific provisions of the Resolutions and of any term of this Certificate required herein, including reporting requirements, shall be deemed a material breach of the contract between the Port and the Vendor. Such breach shall be grounds for implementation of any sanctions provided for in this Certificate or other contract document. These sanctions may include, but are not limited to, cancellation, termination or suspension of the contract, in whole or in part; withholding of Vendor's payments; or disqualification of Vendor from participation in future Port contracts.

K. Vendor recognizes that it is bound by all provisions of the Resolutions. Complete copies of the Resolutions are available at Port's Purchasing Office upon request at no charge.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

VENDOR: _____
Company Name

UNIFIED BUSINESS IDENTIFICATION NO.: _____

WASHINGTON STATE REGISTRATION NO.: _____

ADDRESS: _____
Street City State Zip

AUTHORIZED SIGNER: _____
Signature Title

NAME: _____
Print or Type

TELEPHONE: () _____ FAX: _____

ADDENDUM 3 TO RESOLUTION NO. 3166

**CONSULTANT'S CERTIFICATE OF COMPLIANCE
WITH PORT OF SEATTLE
AFFIRMATIVE ACTION RESOLUTIONS**

PROJECT NAME: _____ CONSULTANT AGREEMENT DATE: _____

CONSULTANT NAME: _____

Definitions: "Consultant" shall mean any person, firm, business, organization, company partnership or corporation agreeing to provide professional services to the Port of Seattle. "Port" shall mean Port of Seattle. "Resolutions" shall mean Port Resolutions.

- A. Consultant recognizes that discrimination in employment is prohibited by federal, state and local laws. Consultant recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Consultant further recognizes that the Resolutions establish minimum requirements for affirmative action and fair employment practices and agrees that this Certificate is incorporated as an addendum to their conditions and recognizes that failure to comply with these requirements may constitute grounds for application of the remedies available to the Port for breach and that in lieu of this Certificate the Executive Director may accept a statement pledging adherence to an existing affirmative action plan where the provisions of the Consultant's plan is found by the Port Contract Compliance Office to substantially fulfill the requirements of the Resolutions.
- B. When work is performed on Port property, Consultant shall give notice to its supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work. Consultant shall ensure that all supervisory personnel understand and are directed to adhere to and implement the non-discrimination and affirmative action obligations of the Consultant under the Resolutions.
- C. Consultant shall cooperate fully with the Port Contract Compliance Office while making every reasonable and good faith effort to comply with the affirmative action and non-discrimination requirements of the Resolutions.
- D. Upon request, Consultant agrees to provide the Port Contract Compliance Office with reasonable access to the premises of all places of business and employment relative to work undertaken in this agreement and to records, files, information and employees in connection therewith, for purposes of reviewing compliance with the provisions of the Certificate and agrees to cooperate in any compliance review.
- E. Should the Port Contract Compliance Office find, upon complaint, investigation or review, Consultant not to be in good faith compliance with the provisions contained in the certificate, it shall notify Consultant in writing of the findings, fully describing the basis of non-compliance. Consultant may request withdrawal of such notice of non-compliance at such time as the Port Contract Compliance Office has notified Consultant, in writing, that the non-compliance has been resolved.
- F. Employment Goals: Consultant will ensure that equal opportunity of employment for minorities and women will occur during the term of the agreement by taking every reasonable measure to achieve and maintain the goals at all levels of the work force and management, including subcontractors and subconsultants.
- G. Minimum Affirmative Action Requirements: Consultant agrees that failure to implement and/or maintain reasonable good faith efforts to achieve the goals set forth above will constitute a breach of the agreement. Consultant shall document good faith efforts and shall implement affirmative action steps at least as extensive as those described in the Resolutions. The affirmative action steps include, but are not limited to, policy dissemination, recruiting, self-assessment, test validation, records referrals and training.

H. Reports: Consultant agrees to complete and submit such additional reports and records that may be necessary to determine initial and continuing compliance with this Certificate and to confer with the Port's Contract Compliance Office at such times as the Port shall deem necessary. The information required in this section shall be submitted on forms provided by the Port unless otherwise approved. The information required by the Resolutions includes, but is not limited to, the following reports and records:

When Consultant is providing on-site labor of five or more persons and is on-site for a duration of longer than one day, these documents are required:

1. Personnel Inventory Report: This report shall include a breakdown of the employer's current local workforce showing race, sex, ethnic and other minority data and must be submitted prior to award of the contract.
 2. Certified Weekly Payroll: This report is required from every Consultant for each work week from the time work starts on the project until completion.
 3. Periodic reporting of employment statistics and affirmative action policies and procedures as may be requested by the Port.
- I. The following named person has been designated to represent Consultant and to be responsible for securing compliance with and for reporting on the affirmative action taken.

AFFIRMATIVE ACTION REPRESENTATIVE:

NAME: _____
TITLE: _____ PHONE: () _____

J. Consultant agrees that any violation of the specific provisions of the Resolutions and of any term of this certificate required herein, including reporting requirements, shall be deemed a material breach of the agreement between the Port and the Consultant. Such breach shall be grounds for implementation of any sanctions provided for in this Certificate or other contract document, including but not limited to, cancellation, termination or suspension, in whole or in part of the agreement; disqualification of Consultant from participation in future Port contracts; or the withholding of Consultant's payments.

K. Consultant recognizes that it is bound by all provisions of the Resolutions. Complete copies of the Resolutions are available at Port's contracting departments upon request at no charge.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

CONSULTANT: _____
Company Name

UNIFIED BUSINESS IDENTIFICATION NO.: _____

WASHINGTON STATE REGISTRATION NO.: _____

ADDRESS: _____
Street City State Zip

AUTHORIZED SIGNER: _____
Signature Title

NAME: _____
Print or Type

TELEPHONE: () _____ FAX: _____

ATTACHMENT E
PORT OF SEATTLE
ADDENDUM 1
WMBE UTILIZATION

In accordance with the provisions of Initiative 200

A. Notwithstanding any other provision in the bid/RFP documents, Port of Seattle women- and Minority-owned business (WMBE) utilization requirements shall not apply to this solicitation or contract. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder or proposer for their WMBE utilization or WMBE status. The completion of WMBE forms, which may be included in the bid documents, is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the contract documents will continue to apply.

B. Notwithstanding any other provisions in the bid documents, this contract does not require any specific levels of utilization of minority and women as apprentices, or any specific utilization levels of minorities or women in the Contractor's workforce, except as may be specified in any federal regulations or statutes included or referenced in the contract documents. The Port encourages contractors to employ a workforce reflective of the region's diversity. Contractors shall adhere to all non-discrimination requirements as set forth in Federal and State laws and regulations.

C. Non-Discrimination

Contractors, bidders and proposers shall not create barriers to open and fair opportunities for WMBEs to participate in all Port contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. Record-Keeping

The contractor shall maintain, for at least 12 months after completion of this contract, relevant records and information necessary to document level of utilization of WMBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor after the date of the issuance of this Addendum by all businesses seeking to participate as subcontractors or suppliers in this contract. The Port shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

E. Affirmative Efforts to Utilize WMBEs

The Port encourages the utilization of minority owned businesses ("MBSs") and women-owned businesses (WBEs) (collectively, "WMBEs"), in all Port contracts. The Port encourages the following practices to open competitive opportunities for WMBEs:

- Attending a pre-bid solicitation conference, if scheduled by the Port, to provide project information and to inform WMBEs of contracting and subcontracting opportunities.
- Placing all qualified WMBEs attempting to do business in the Port on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the Port, in sufficient time to allow such businesses to respond to the written solicitations.
- Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by WMBEs.
- Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the Port, and other organizations that provide assistance in the recruitment and placement of WMBEs.

F. Sanctions for Violation

Any violation of the mandatory requirements of the provision of this Addendum shall be material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and applicable law.

**PORT OF SEATTLE
ADDENDUM 2
INVOICING & WORK AUTHORIZATION PROVISIONS**

1. The amount actually charged by the Consultant shall be full compensation to the Consultant for all services and materials, including, but not limited to, costs of supplies, facilities, and equipment; costs of labor and services of employees and sub-consultants engaged by the consultant; travel expenses, telephone charges, typing, and duplicating; costs of insurance and all items of general overhead.
2. The Consultant shall maintain time and expense records showing all labor and materials supplied for each PSA No./Work Authorization/Project ID/Activity Code combination, pursuant to the provision of Services and materials hereunder. The Consultant shall submit to The Port invoice(s) for each PSA No./Work Authorization/Project ID/Activity Code combination for which payment is sought. Each invoice shall contain at a minimum, the information shown on the example invoice at the bottom of this page. Backup information provided shall include receipts for expenses, lab documentation, and sub-consultant invoices. Requests for payment from the Consultant's sub-consultants shall be submitted and attached to the consultant's pay requests following review by the Consultant and must conform to the requirements of this paragraph. A timesheet summary from the Consultant's cost accounting system containing the following information may be submitted instead of individual timesheets:

- Name
- Billing Category-per attachment B of the consultant's contract
- Billing rate-must match category billing rate in attachment B
- Date worked. This must be on a day-by-day basis or a week ending basis.
- Number of hours worked.
- Total amount

The following is an example time sheet summary that meets these requirements. Other formats are acceptable:

TIME BILLING SUMMARY REPORT

PSA No: P-00311621
Port Project ID: 100009
Activity Code: ASBDesign1

PROFESSIONAL FEES

	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Project Manager				
Jones, Tom	03/10/00	2.00		
Jones, Tom	03/22/00	<u>6.00</u>		
		8.00	\$108.00	\$
864.00				
Hazardous Material Manager				
Johnson, Ellen	03/03/00	2.50		
Johnson, Ellen	03/11/00	<u>5.00</u>		
		7.50	\$ 75.00	\$
<u>562.50</u>				
		Total Project		\$1,426.50

Work authorizations will be issued by the Port for major elements and/or categories of the work. For the purposes of this agreement, the not-to-exceed amount in the aggregate, of all approved work authorizations, is as specified in Article II of the Agreement. The Port is not obligated to pay the Consultant in excess of this amount without an approved amendment to this Agreement and the Consultant is not obligated to perform Services once this amount is incurred, unless an amendment has been executed by the parties thereto.

4. A budget will be prepared by the Consultant for each work authorization issued by the Port. If changed conditions occur, or other factors cause the scope of work to increase for reasons beyond the Consultant's control, The Consultant will not be required to provide Services above the budgeted amounts of each work authorization until an approved amendment to the work authorization is received from the Port. The Consultant's notification to the Port of scope change will also include an estimated budget and schedule to complete Services for the work authorization(s). The Port will not be required to pay for Services provided on any work authorization performed in advance of the Consultant obtaining written approval to exceed the work authorization amount. It is the Consultant's responsibility to monitor and report work authorization expenditures and potential cost overruns.
5. Billing rates are blended rates for each category.
6. Billings are to be for the category of work performed.
7. Staff assigned to a higher billing category may only bill for the category of work performed.
8. Sub-consultant billings must follow this schedule. Each sub-consultant must submit a schedule of rates in the same format as the prime consultant. No sub-consultant rates will exceed the rates of the prime without approval of the Port. This recognizes that specialties may be required.
9. New staff assigned to the project will be assigned to this schedule prior to billing for the individual's work.
10. A work authorization must accompany the invoice for payment. Failure to do so will result in the invoice being returned to Consultant.

ETHICS POLICY FOR PORT CONSULTANTS

EX-16 as of 3/07/08

I. STATEMENT OF THE POLICY:

The Port of Seattle is a special purpose entity serving and accountable to the residents of King County. This policy is created to guide Port Consultants in the course of their work and to assist them in recognizing and avoiding conflicts between personal or professional interests and the interests of the Port. It is not to be interpreted as comprehensive in scope addressing every perceived conflict or issue; rather, it is intended to establish a framework and guidance for the analysis of ethical considerations.

Ultimately, however, no policy can adequately substitute for personal honesty, common sense and good judgment. At a minimum, Port Consultants are expected to apply these attributes to their daily work-related activities, to conserve and responsibly use the resources which the public has entrusted to the Port, to act in accordance with applicable laws, and to conduct all Port business in a manner which will reflect positively on the Port, its Consultants, and the community.

II. DETAILS:

Section 1. Definitions: Throughout this Policy, the following definitions shall apply.

A. Compensation. Anything of economic value, however designated, that is paid, loaned, granted, or transferred, or to be paid, loaned, granted, or transferred for, or in consideration of personal services to any person.

B. Confidential Information. Specific information, rather than generalized knowledge, that is not available to the general public on request or information made confidential by law.

C. Family: Spouse, domestic partner, parent, child, sibling, aunt, uncle, niece, nephew, cousin, grandchild, grandparent or any parent-in-law, son- or daughter-in-law, or brother- or sister-in-law.

D. Financial or Beneficial Interest:

1. A creditor, debtor or ownership interest (including without limitation, ownership evidenced by stock purchase) in an amount or value in excess of \$1500.00, or any Consultant, Consultant or partnership arrangement, except a remote interest; provided that an owner of an interest in a mutual or other pooled investment fund or in any Consultant or retirement benefit plan (including without limitation, pension plans, profit sharing plans and deferred compensation plans) shall not be deemed to have a Financial or Beneficial Interest in any component investment within the fund or plan where the owner of the interest: (1) has no right to control or influence the selection of component investments; and (2) has not influenced the selection of component investments; and (3) has not created or used the fund or plan to subvert the intent of this Code.

2. Any option to purchase real or personal property. For purposes of this Code, any such option shall be attributed to the market value of the property which is the subject of the option.

D. Gift. Anything of economic value for which no consideration is given. Items excluded from the definition of Gift are set forth in Section 6.C. Limitations on Gifts are set forth in Section 6.D.

E. Immediate Family. Spouse and dependent children.

F. Official Duty. Those duties of a Consultant as defined by the his/her scope of work.

G. Person. Any individual, partnership, association, cooperative, corporation or other business entity.

Section 2. Standard of Conduct.

A. A Consultant shall perform his/her official duties consistent with the highest standards of ethical conduct and in accordance with the Port of Seattle policies and procedures and this Code.

Section 3. Use of Position:

A. A Consultant shall not use his or her position as a Port Consultant to secure special privileges or exemptions for himself, herself, members of his/her Family or others.

B. A Consultant shall not knowingly use his or her position as a Port Consultant for personal or Family gain or profit, including, but not limited to, obtaining any information, item or service from Port customers, suppliers, contractors, consultants, or lessees (or potential customers, suppliers, contractors, consultants, or lessees) or other Port Consultants.

C. A Consultant shall not take or use Port-owned property and equipment, including, but not limited to, fleet vehicles, shop tools, FAX machines, copiers, postage, office supplies, cameras, cell phones and laptops, for personal or Family purposes, convenience or profit. Consultant use of Port-owned property and equipment is restricted to uses for the Consultant's authorized conduct of official Port business and must be consistent with Port policies and procedures.

D. A Consultant shall not disclose Confidential Information gained because of his/her position as a Port Consultant, nor may the Consultant otherwise use such information for personal or Family gain or benefit.

E. A Consultant shall not accept other work or engage in business or professional activities that the Consultant might reasonably expect would require or induce him or her to disclose confidential information acquired because of the Consultant's position at the Port.

Section 4. Conflicts of Interest:

A. Special Consideration Prohibited. A Consultant shall avoid circumstances in which it appears, or to a reasonable person might appear, that the Consultant is requesting or otherwise seeking special consideration, treatment or advantage.

B. Appearance of Impropriety. A Consultant shall not request or otherwise seek special consideration, treatment or advantage from others, or knowingly engage in activities which are in conflict, or which have the potential to create a conflict, with the performance of the Consultant's work for the Port. Examples of conflicts, or potential conflicts, of interest include (but are not limited to) circumstances where the Consultant:

1. Influences the selection or non-selection of or the conduct of business between the Port and any entity when the Consultant or his or her Family has a Financial Interest in that entity or any of its competitors.

2. Solicits for himself or herself or for another, a Gift or any other thing of value from the Port or from any Person having dealings with the Port.

3. Accepts any retainer, Compensation, Gift or other thing of value which is contingent upon a specific action or non-action by the Consultant in his or her role as a Port Consultant.

4. Accepts a Gift in any manner other than as provided in Section 6. below.
5. Intentionally uses or discloses information not available to the general public and acquired by reason of his or her Consultant position, which financially benefits the Consultant, his or her Family, friends or others.
6. Accepts secondary employment with any entity in direct competition with the Port, having dealings with the Port or actively seeking to have dealings with the Port; *Provided*, that an Consultant may obtain a written waiver of this provision from the Port with the concurrence of the appropriate Division Director and of the CEO, whenever the Consultant can demonstrate that because of the particular business relationship of the entity to the Port, or the particular position held by the Consultant, or other factors, no actual conflict exists.
7. Employs or retains a former Port employee when such employment would conflict with the Port's Employee Ethics Code that prohibits, among other things, a former employee from accepting employment or receiving compensation when the employment or compensation is, or is reasonably believed to be intended as compensation or reward for the performance or nonperformance of a duty by the former employee during his or her Port employment.

C. Financial Interest Prohibited. No Consultant may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature that is in conflict with the proper discharge of the Consultant's work for the Port.

D. Improper Compensation. No Consultant may, directly or indirectly, ask for or give or receive or agree to receive any Compensation, gift, reward, or gratuity from any source for performing or omitting or deferring the performance of any work required to be performed for the Port by the Consultant except as called for in the Consultant's contract with the Port, unless otherwise authorized by law.

Section 5. Financial or Beneficial Interest.

A. Contracts Prohibited. No Consultant or his or her Immediate Family shall (i) have a Financial or Beneficial Interest, direct or indirect, in any contract which may be made by, through or under the supervision of the Consultant, as part of his or her work for the Port, or (ii) accept, directly or indirectly, any Compensation, gratuity or reward in connection with such contract from any other Person beneficially interested therein.

B. Limitation on Participation.

1. A Consultant shall disclose to the Port the existence of any Financial or Beneficial Interest known to him or her in any entity, which because of its existing or potential relationship to the Port that could create a present or future conflict of interest for the Consultant. A Consultant shall be presumed to have knowledge of any Financial or Beneficial Interest held by his or her Immediate Family.

Section 6. Acceptance of Gifts.

A. Gifts Prohibited. A Consultant may not receive, accept, take, seek, or solicit, directly or indirectly, any Gift if it could be reasonably expected that the Gift would influence the action or judgment of the Consultant, or be considered as part of a reward for action or inaction on behalf of the Port.

B. Acceptance on Behalf of Port of Seattle. A Consultant may accept a Gift of any value for and on behalf of the Port. Any Gift so accepted shall become the property of the Port and not of the Consultant. A Consultant shall report the acceptance of any Gift under this Section to the Port's General Counsel within thirty (30) days of receipt.

C. Limitation on Gifts. In his or her role as a Port Consultant, a Consultant may not accept a gift or gifts, other than those specified in Section 6 E, with an aggregate value in excess of fifty dollars (\$50.00) from any source in

a calendar year. The value of Gifts given to a Consultant's family member or guest shall be attributed to the Consultant for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family member or guest.

D. Items Not Considered Gifts. The following items are excluded from the definition of Gift and may be accepted by a Consultant or member of his/her Immediate Family without constituting a violation of the Code:

1. Items from family or friends where it is clear beyond a reasonable doubt that the item was not given as part of any design to gain or maintain influence in the Port;
2. Items related to the outside business of the Consultant that are customary and not related to the Consultant's performance of his or her work for the Port;
3. Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in the Consultant's official capacity. As used in this Section 6.D.4., "reasonable expenses" are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;
4. Items returned by the Consultant to the donor within thirty (30) days of receipt or donated to a charitable organization within thirty (30) days of receipt;
5. Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento or similar item.

E. Exceptions. The following Gifts are presumed not to influence a Consultant's action or non-action on any matter and, subject to the provisions of Section 6. F., may be accepted without regard to the fifty dollar (\$50.00) limit established by Section 6. B above, without constituting a violation of the Code:

1. Unsolicited flowers, plants, and floral arrangements;
2. Unsolicited advertising or promotional items of nominal value, such as pens and note pads;
3. Unsolicited items received by an Consultant for the purpose of evaluation or review, if the Consultant has no Financial or Beneficial Interest in the eventual use or acquisition of the item by the Port;
4. Informational material, publications, or subscriptions related to the recipient's performance of official duties;
5. Food and beverages consumed at hosted receptions where attendance is related to the Consultant's work for the Port, including admission to, and the costs of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization. *Provided*, that where the Gift exceeds fifty dollars (\$50.00) on a single occasion, it shall be reported to the Port's General Counsel;
6. Unsolicited Gifts from dignitaries from another state or a foreign country and intended to be personal in nature.
7. A Consultant may accept gifts in the form of food and beverage on infrequent occasions in the ordinary course of meals where attendance by the Consultant is related to the performance of his or her work for the Port. Gifts in the form of food and beverage that exceed fifty dollars on a single occasion shall be reported to the General Counsel.

F. Rebuttable Presumption. The presumption that acceptance of the Gifts listed in Section 6. E. above does not influence a Consultant's action or non-action on any matter is rebuttable and may be overcome based on the circumstances surrounding the giving and acceptance of the Gift.

Section 7. Former Consultants. Former Consultants engaging in transactions with the Port shall do so within the standards of ethical conduct and in accordance with this Code.

A. **Special Consideration Prohibited.** A Former Consultant shall not request or otherwise seek special consideration, treatment or advantage from Port staff or Port Commissioners.

B. **Appearance of Special Consideration.** A Former Consultant shall avoid circumstances in which, to a reasonable person might appear, that the Former Consultant is requesting or otherwise seeking or receiving special consideration, treatment or advantage from Port staff or Port Commissioners.

C. **Participation in Contracts with Port of Seattle.** For one (1) year after termination of the Consultant's Port contract, a Former Consultant may not have a direct or indirect Financial or Beneficial Interest in any contract that was made by, authorized or funded by Port action in which the Former Consultant participated in a decision-making, negotiation, review, selection, supervisory or other significant activity during his or her period of work for the Port.

D. **Participation in Competitive Selection Process.** Except as allowed by law, for one (1) year after termination of the Consultant's Port contract, a Former Consultant may not participate as a competitor in any competitive selection process for a Port contract in which the Former Consultant participated in a decision-making, negotiation, review, selection, supervisory or other significant activity in any way during his or her work for the Port.

E. **Use of Confidential Information.** A Former Consultant shall not disclose or use any confidential, privileged or proprietary information gained by reason of his or her work for the Port unless the information is a matter of public knowledge or is available to the public on request.

F. **Employment.** No Former Consultant may accept an offer of employment or receive Compensation from an employer if the Former Consultant knows or has reason to believe that the offer of employment or Compensation was intended, in whole or in part, directly or indirectly, to influence the Former Consultant or as Compensation or reward for the performance or nonperformance of a duty by the Former Consultant during his or her work for the Port.

G. **Appearance of Impropriety in Employment.** No Former Consultant may accept an offer of employment or receive Compensation from an employer if the circumstances would lead a reasonable person to believe the offer has been made, or Compensation given, for the purpose of influencing the performance or nonperformance of duties by the Former Consultant during his or her employment by the Port.

J. **Employer Defined.** As used in this Section 7, "employer" means any Person, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit, or any other entity or business that an individual owns or in which the individual has a controlling interest.

Section 8. Board of Ethics:

A. **Powers.** The Board of Ethics ("Board") shall have the power to: (i) interpret the provisions of this Code and other applicable state law; (ii) investigate and report to the Port Commission on any alleged violation(s) as provided below; (iii) summon witnesses and schedule hearings in connection with any matter under investigation or inquiry; (iv) impose sanctions, including reprimands and monetary penalties, and (v) recommend suspension or removal.

B. **Composition, Terms, Vacancies.** The Board shall be composed of five (5) members ("Board Members"). None of the Board Members shall be a Port Commissioner or Consultant. The term of office for each Board Member shall be three (3) years. Vacancies on the Board, whether occurring by death, resignation, removal or expiration of term, shall be filled by the Port Commission. The Board shall elect a chairperson annually. In filling any

vacancy or making any appointment to the Board, the Port Commission shall strive to select members with diverse perspectives and areas of expertise appropriate to the review of ethical matters, and who are of good general reputation and character.

C. Quorum, Meetings, Procedures. A majority of the Board shall constitute a quorum. The Board shall meet as frequently as it deems necessary. The Board shall adopt procedures consistent with the provisions of this Code governing the conduct of meetings, investigations, hearings and the issuance of opinions and sanctions.

D. Complaints. Any person, including Port Commissioners, Port Consultants and members of the public, may submit a written complaint to the Board specifying one or more violations of this Code. Every complaint must be signed by the person or persons submitting it, and must state the submitter's correct name, an address at which mail can be delivered to the submitter, and a daytime telephone number. Anyone submitting a complaint shall submit to an interview before the Board if the Board so requests, and shall cooperate with the Board in providing all information known to the submitter which forms the basis of the complaint. The filing of a complaint or complaints with the Board shall not subject a Port Consultant to any form of disciplinary action, termination of employment, or discrimination in any future employment with the Port.

1. The Board shall review all written complaints received from any source regarding alleged or suspected violations of this Code. The Board shall inform the Port Commission of the contents of any written complaint which in the opinion of a majority of the Board may have merit.

E. Investigations. Whenever requested by the Port Commission or the CEO, or whenever it deems it in the public interest, the Board shall investigate any suspected or alleged violation of the Code.

F. Opinions. The Board shall render a written opinion at the conclusion of an investigation; provided, however, no opinion may be issued unless the person or entity complained against has had an opportunity to present evidence on its behalf at a hearing before the Board. A copy of any written opinion shall be delivered to the Port Commission. A copy of any written opinion shall also be presented to any person or entity which was the subject of the investigation and, subject to Port Commission discretion exercised pursuant to Section 8. J. below, to the person requesting the investigation or submitting the complaint which led to the investigation.

G. Advisory Opinions. The Board may render written advisory opinions concerning questions of ethics, conflicts of interests, and the applicability of the Code to hypothetical circumstances or situations whenever it deems it in the public interest to do so or whenever requested to do so by a Port Commissioner or by the CEO.

H. Amendments. The Board may propose amendments to this Code to the Port Commission.

I. Disclosure. The Port Commission shall release any written opinion prepared by the Board to the public with any omissions the Port Commission, in its discretion, deems necessary to protect the privacy of Port officials and Consultants, consistent with Chapter 42.56 RCW and other public disclosure laws.

J. Removal of Board Member. A Board Member may be removed for just cause by a majority vote of the Port Commission, after written charges have been served on the Board Member and a hearing has been held by the Port Commission. A public hearing shall be held at the request of the Board Member.

K. Reimbursement. Board Members shall be reimbursed by the Port for reasonable expenses incurred in the exercise of official Board business. The Port shall provide sufficient investigative and administrative support to enable the Board to reasonably carry out its duties hereunder.

ATTACHMENT G



Port of Seattle

Attn: _____

Dept: _____

Address: _____

Equal Benefits Compliance Worksheet

Return this Worksheet, Declaration, and any attached alternate compliance forms to the address above.

Name of Contractor: _____

Contact Person: _____ Phone Number: _____

Fax: _____ E-mail: _____

Approximate Number of Employees in the U.S. _____ Solicitation / Contract #: _____

1. EMPLOYEE INFORMATION

- a. Do you have any employees?..... **Yes** **No**
- b. If 1.a is yes, are they Union, Non-Union, OR both? **Union** **Non-Union**

If the answer to Question 1a is "NO," (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees?
[Paid by employer or not]..... **Yes** **No**
- b. Do you make any benefits available to the spouses of employees?
[Paid by employer or not]..... **Yes** **No**
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees?
(Same-sex and Opposite-sex) [Paid by employer or not]..... **Yes** **No**

If the answers to both Questions 2(b) and 2(c) are "NO," (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.

If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Please indicate which benefits you make available on the list below. This list is not intended to be exhaustive. **Note:** Benefits can also be available indirectly, e.g. sick leave to care for a sick spouse or domestic partner OR legally domiciled member of household (DP/LDMH), and designation of retirement plan beneficiary (joint annuity). Check "Yes" for any benefit that is available, whether you pay for the benefit or not. Check "No" if the benefit is not available.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employee Benefit	Employees	Spouses	DP/LDMH
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Travel	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the “Spouses” and “DP/LDMH” columns match for all non-union and, if any, all union employees (see 5. below), select **Option A** on Page 3 on the attached Declaration. **OR:**

If **ANY** of the checked boxes in the “Spouses” and “DP/LDMH” columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact Port of Seattle Contract Services Section at 206-728-3863.

4. IF YOU HAVE UNION EMPLOYEES

- a. Are any benefits available to the spouses of union employees? Yes No
- b. Are any benefits available to the DP/LDMH of union employees? Yes No

If the answer to either Question 4(a) or (b) is “YES”, continue to Question 5.

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which benefits are available on the list below. This list is not intended to be exhaustive. **Note:** Benefits can also be available indirectly, e.g. sick leave to care for a sick spouse or DP/LDMH, and designation of retirement plan beneficiary (joint annuity). Check “Yes” for any benefit that is available. Check “No” if the benefit is not available.

Employee Benefit	Employees	Spouses	DP/LDMH
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Relocation	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Travel	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If **all** of the checked boxes in the “Spouses” and “DP/LDMH” columns match for all union and, if any, all non-union employees (see 3. above), select **Option A** on Page 3 of this Declaration. **OR:**

If **ANY** of the checked boxes in the “Spouses” and “DP/LDMH” columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact Port of Seattle Contract Services Section at 206-728-3863.

Port of Seattle cannot award a contract until you submit the attached Worksheet and this Declaration.

I, _____ on behalf of _____
(Name) (Contractor Name)

state that the Contractor complies with Port of Seattle Resolution 3549, Equal Benefits and related rules because it:

(Select the Option that applies and sign form below):

Option A

Makes benefits available on an equal basis to all its non-union and union employees with spouses and its employees with a domestic partner OR legally domiciled member of household (same-sex and opposite-sex).

Option B

Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

Has no employees.

Option D

Has received approved authorization from Port of Seattle Chief Executive Officer to delay implementation of equal benefits due to a **Collective Bargaining Agreement, Open Enrollment, or internal Administrative** steps. (Substantial Compliance Authorization Form attached).

ALTERNATE COMPLIANCE OPTION D Instructions

Prior to selecting this Option D, the contractor must complete and return an alternate compliance form to Port of Seattle. Upon approval, the form will be returned to be included as an attachment to this Declaration. **The Substantial Compliance Authorization Form** can be found at: <http://portseattlecontracting.ebidsystems.com/>

Statement of Noncompliance
state that the Contractor does not comply and does not intend to comply with Port of Seattle Resolution 3549 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____, _____
(City) (State)

Signature

Name (please print)

Title

Federal Tax Identification Number

Address

ATTACHMENT H

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.
²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SUSTAINABLE ASSET MANAGEMENT POLICY

EX-15 as of 6/27/07

I. STATEMENT OF THE POLICY:

The Port of Seattle uses a sustainable asset management approach to guide its decisions related to the planning, design, construction, operation, maintenance, renewal, and demolition of its airport, seaport and other facilities. This approach integrates environmentally and economically sustainable development by maintaining a focus on the total cost of ownership and implementing a comprehensive asset management program. This policy is consistent with and reinforces the Port Commission's strategic goals to "ensure Airport and Seaport vitality," "exhibit environmental stewardship through our actions," and "be a high performance organization."

II. PURPOSE

A. Provide an added tool for the Port Commission in the decision making process. The sustainable asset management policy provides a pro-active approach to monitor long term thinking about our facilities development and ownership, focuses on the total cost of facility ownership to better link capital investment and ongoing operating costs, provides clear data on project performance, institutes an industry best management practice that maximizes and links the efficient use of available funds and further integrates environmental and financial performance.

B. Reduce long-term capital and operating costs. The focus on both initial and ongoing costs will help determine the total cost of ownership for a facility over its projected lifetime. This will help us make better decisions on our capital investments. Where these costs are split between the Port of Seattle and its tenants, these *capital investment* decisions need to be evaluated given that business relationship

C. Support environmentally-sustainable development. Sustainable asset management can guide decision-making toward materials and operational practices that have lower impacts on the environment through the entire lifecycle of an asset. Examples of reduced operating impacts are the reduction in green house gases, latent heat, solid waste and waste water. In addition, when a facility has served its useful life, sustainable asset management will guide decision making on disposal of facilities and building materials with consideration about the further usefulness of the materials, opportunities for recycling, or appropriate waste disposal.

D. Conserve resources. Conserving resources is necessary for the long term viability of our businesses and a strategic objective of sustainable facilities management. Evaluating the lifecycles of facilities and their components will enable the Port to maximize the effective life of the resources we have invested in, consistent with the expected useful life of these resources. Taking a long-term view of asset ownership can result in decisions that reduce energy and water consumption, reduce waste generation, maximize use of recycled materials, and conserve other resources. For example, modern lighting systems that provide high quality light at low wattage are increasingly available and can reduce electrical energy use for decades.

III. APPLICABILITY

The requirements of this policy apply to all assets owned, leased, constructed, or otherwise managed by the Port of Seattle.

IV. PRINCIPLES

A. Consider the Total Cost of Ownership When Making Asset Investment Decisions. Total Cost of Ownership is the sum of all recurring and non-recurring capital and expense costs incurred over the life of a facility or system from planning through demolition (does not include furnishings or non-facility specific equipment). Total cost of ownership may also be referred to as "life cycle costs" and can be expressed in real dollars, nominal dollars or net present value. The evaluation must include the established split in responsibilities (e.g. between the Port of Seattle and its tenants) for those cost components. Also note that land values and financing costs are specifically excluded. Total cost of ownership includes five major components:

- Operational

1. Utilities
2. Operations
3. Maintenance and repair

- Capital

1. Initial Cost
2. Component Renewal

B. Perform Comprehensive Asset Management from a Whole Organization Perspective. Comprehensive Asset Management is the identification and prioritization of facility and infrastructure physical, functional, and budgetary needs, spanning a multi-year timeframe. It also includes the process of reinvesting funds into physical assets in support of the Port's mission and driven by the organization's business plans and strategies.

C. Use a Sustainable Development Approach. Using the World Commission on Environment and Development's definition, Sustainable Development is "development that meets the needs of the present without compromising the ability of future generations to meet their own needs." Sustainable development is based on a long-term, systems-thinking point of view and balances environmental, social and economic objectives.

V. DEFINITIONS

A. Utilities: Expenditures for providing utility service associated with the asset.

B. Operations: Expenditures that do not maintain or extend the life of the asset but which enhance or preserve the functionality, such as security and janitorial.

C. Maintenance: Planned and unplanned activities carried out to maintain and preserve the life cycle of the component, system or whole asset (such as painting, caulking, adjusting and lubricating).

D. Repair: Minor corrective actions required to restore or maintain and preserve the life cycle of the component, system or whole asset (such as fixing cracks, repairing holes and any type of damage).

E. Component Renewal: Replacement of a component, system or portion of an asset that has reached the end of its useful or expected life.

VI. COMMENTS

The initial guidance for implementing this policy is provided in the related PROCEDURE EX-15.

For further information contact Michael Feldman, Aviation Division or Wayne Grotheer, Seaport Division.

SUSTAINABLE ASSET MANAGEMENT

EX-15 as of 6/27/07

I. STATEMENT OF THE PROCEDURE:

The purpose of this document is to provide supplemental information and implementation guidance for the Sustainable Asset Management Policy. The Policy addresses the purpose, applicability and principles of sustainable asset management at the Port, while these procedures outline recommended implementing actions. The guidance presented herein is initial by nature and will be refined and amended as more experience is obtained by the Port. The procedures presented are not intended to be all inclusive and must be tailored to meet the specific requirements of each capital improvement project or business initiative.

Recognizing that additional development and refinement will be ongoing, a target date is included at the end of each implementing action indicating a timeframe of when supplemental guidelines will be completed. As additional guidelines are developed, the procedures will be periodically updated to reflect the changes adopted by the operating divisions, Engineering department and other corporate departments.

DEFINITIONS

Current Replacement Value: The total expenditure in current dollars required to replace any facility or facility component at the Port, inclusive of construction costs, design costs, commissioning costs, project management and related administrative costs. Costs for replacement value may be generated using a cost model based upon reference cost databases using building construction type, user and use categories, quality level, building systems and or subsystems/components/units and local experience or other suitable cost models.

Facility Condition Index: A comparative industry indicator/benchmark used to indicate the relative physical condition of a facility, group of buildings, or entire portfolio of facilities and systems independent of building type, construction type, location or cost. The facility condition index (FCI) is expressed as a ratio of the cost of remedying existing deficiencies/requirements (DM), and capital renewal requirements (CR) to the current replacement value (CRV) (i.e., $FCI = (DM + CR)/CRV$). The FCI provides a corresponding rule of thumb for the annual reinvestment rate (funding percentage) to prevent further accumulation of deferred maintenance items, plus projected values of capital renewal requirements. The FCI is represented on a scale of zero to one, or 0% to 100%, with higher FCI values representing a poorer facility's condition. While each asset owner establishes specific standards, a "fair to good facility" is generally expressed as having an FCI of less than 10-15%.

IMPLEMENTING ACTIONS

To implement strategic asset management, the Port will undertake the following actions:

1. **Integrate total cost of ownership measures into capital investment decisions.** Prior to approving a capital project, an analysis of alternatives will be done to evaluate the total costs of ownership (calculated on a net present value basis) for each alternative to ensure that trade-offs between capital costs and future operating

and maintenance costs have been given appropriate consideration in the decision. The level of detail of this analysis will be determined by the capital investment amount and by the time allowed in the project schedule. Alternatives evaluated could include:

- Operating workaround (avoid or delay capital improvement)
 - Run to failure (i.e., delayed replacement or short anticipated useful asset life)
 - "Greenest" approach (lowest environmental impact)
 - Lowest capital cost alternative
 - Use of technology
 - Lowest total cost of ownership (net present value of capital and future operating and maintenance costs)
- (Develop detailed guidelines for stakeholders through 2007)

2. Integrate performance objectives and measures into facility programming and design. In order to clarify expectations for all internal and external parties involved in asset decision-making, planning and design, the Port's operating divisions shall identify clear performance objectives and measures for each proposed facility. The performance measures and objectives shall be linked to the operating divisions' long-term business goals and strategies, and shall be prepared prior to design and construction by the project sponsor, in consultation with key division stakeholders and the Engineering department. The level of detail of this analysis will be determined by the capital investment amount and by the time allowed in the project schedule. Objectives should address asset requirements such as size, operating period, level of sustainable design, and other pertinent factors. Measures may include, but not necessarily be limited to the following:

- Design life (years)
- Construction cost (per unit of measure)
- Environmental (emissions, energy and water consumption, use of recycled building materials, waste reduction, etc.)
- Life-cycle costs (per unit of measure)
- Utility cost (per unit of measure)
- Operating cost (per unit of measure)
- Maintenance cost (per unit of measure)

(Develop detailed guidelines for stakeholders through 2007)

3. Develop and maintain monitoring and reporting tools. Each operating division shall develop and maintain a total cost of ownership balance sheet that tracks the upfront and long-term costs associated with the full range of their assets. The divisions shall strive for a consistent reporting format. The level of detail of this analysis will vary with the asset value.

(Develop detailed guidelines for stakeholders through 2008)

4. Manage performance measures through asset lifecycles. As part of facility planning and programming, the operating divisions shall define appropriate levels of operations and maintenance expenditures, setting out maintenance schedules and determining component renewal expectations.

(Develop detailed guidelines for stakeholders through 2008)

5. Modify design and construction documents to consider Total Cost of Ownership. Construction is a critical element for sustainable facilities management, since decisions with long-term implications need to be made quickly. Construction changes and material substitutions can present key challenges. Contractors, who are often far removed from policy decisions on asset management, can make well-meaning suggestions that could have long-term cost implications. Contract documents allowing substitutions of components or material may not be consistent with total cost of ownership considerations. The operating divisions and the Engineering department shall coordinate to standardize contract documents, including required submittals, such as

operations and maintenance date (O&M), warranty and training manuals, and contractor substitution requests which consider the total cost of ownership.

(Develop detailed guidelines for stakeholders through 2008)

6. Validate performance measures during project design and construction. The asset design and construction phases provide opportunities for ensuring that performance objectives are implemented. The commissioning and activation phase of a project is critical in validating project performance measures have been met. Asset activation and start up shall be used to finalize the appropriate levels of training, operations and maintenance expenditures, as well as the maintenance and component renewal schedules, identified during planning and programming. It is widely recognized that the activation could extend well beyond commissioning.

(Develop detailed guidelines for stakeholders through 2008)

7. Educate all parties on sustainable asset management requirements. The operating divisions shall collaborate with the Engineering department to ensure that all appropriate staff, as well as external consultants and service providers, are educated on sustainable asset management practices and informed about the Port's objectives. The purpose of institutionalizing sustainable asset management practices is not intended to add another level of decision making but to allow the existing process to measure success and make decisions based on a project's stated performance objectives that have been identified previously.

(Develop detailed guidelines for stakeholders through 2009)

8. Incorporate sustainable asset management concepts into the Commission review and approval process. When seeking Port of Seattle Commission review and approval for proposed capital projects, the evaluation of alternatives considered will include the total cost of ownership of each alternative. The level of detail of this analysis will be determined by the capital investment amount and by the time allowed in the project schedule. In addition, project sponsors shall incorporate discussion and evaluation of how the project will be planned, designed, constructed, operated, maintained, renewed and demolished. Cost estimates shall be provided, as part of estimated total cost of ownership for the facility.

More specifically:

- When seeking authority for design funds the project sponsor will identify the potential opportunities for sustainable design, energy savings, and the related project objectives.
- When seeking authority for construction the project sponsor will identify the projects metrics for success and the estimated total cost of ownership.

(Develop detailed guidelines for stakeholders through 2007)

9. Implement an asset management system to help guide reinvestment decisions. A strategic approach to capital asset management will be developed to meet accounting, engineering, project management and facility management needs. This will be based on an inventory of all physical assets required to produce and calculate a facility condition index which will be developed over time for existing assets. Each operating division may establish an FCI target for use in managing their portfolio assets and establishing annual O&M and renewal budgets. Additionally, all operating divisions shall incorporate a formal approach to asset management.

(Develop detailed guidelines for stakeholders through 2009)

10. Establish a regional benchmarking coalition. Develop partnerships with other major facility operators and owners who have similar facilities and asset management programs in order to provide

benchmarks for future decision-making. This would allow the Port of Seattle to share information and compiled data with industries like The Boeing Company, Puget Sound Energy, Weyerhaeuser, Fred Hutchinson, Microsoft, the University of Washington and others as appropriate.

(Current and ongoing)

II. COMMENTS

See related POLICY EX-15

For further information contact Michael Feldman, Aviation Division or Wayne Grotheer, Seaport Division.