



Solicitation 00321846
Industrial Wastewater Treatment Plant (IWTP) Controls and
Improvements (Facility) Combined Design

Proposals Due
May 10, 2024
12:00 PM PT

The Port is pursuing EPA WIFIA Program funding for the construction phase of this project, some elements of the design may be impacted by EPA WIFIA Program requirements to ensure funding eligibility during the construction phase.

Port of Seattle
Central Procurement Office
2711 Alaskan Way
Seattle, WA 98121

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List of Exhibits

Proposers should become familiar with each of these attachments. Understanding these documents will become part of/or referenced when developing and signing the Service Agreement (the “Agreement”), and any future amendments, for services with the Port of Seattle (“PORT”). These documents are available in electronic format with the solicitation on the PORT’s VendorConnect system.

Exhibit 1: Scope of Work

Exhibit 2: Service Agreement Terms and Conditions

Attachment A – Scope of Work

Attachment A-1 – Schedule of Design Milestone Deliverables

Attachment B – Fee Schedule

Attachment B-1 – High Level of Effort

Attachment B-2 – Other Direct Costs (ODCs)

Attachment C – Company Information

Attachment D – Diversity in Contracting Inclusion Plan

Attachment E – Title VI Provisions

Attachment F – Consultant Ethics and Conflict of Interest, CC-2

Attachment G – Third Party User Access Policy, CC-7a

Attachment H – Contracted Worker Guidance, EX-10

Exhibit 3: Diversity in Contracting Inclusion Plan

Exhibit 4: Company Information

Exhibit 5: Basis of Design Report SEA IWTP Expansion



Solicitation 00321846

IWTP Controls and Improvements (Facility) Combined Design

The PORT invites written proposals from qualified firms, or teams of firms, interested in providing **IWTP Controls and Improvements (Facility) Combined Design** services.

The PORT intends on issuing one (1) project-specific contract as a result of this solicitation. The initial period of performance of any Agreement resulting from this solicitation is expected to be six (6) years.

Project Authorization and Project Delivery

The PORT does not have the authority to move to Phases II or III of this program until PORT Commission authorization is obtained. A decision will be made as to the program after completion of the Project Definition Document (PDD) and up until receipt of a 30% milestone design regarding moving forward with the following phases. Assuming these design milestones are complete and Commission authorization is obtained, there is no guarantee that the Port will proceed beyond Phase I.

The outline of Phases I – III is as follows:

Phase I:

1. Project Validation
2. 30% Design Development

Phase II:

1. 60% Design Development
2. 90% Design Development
3. 100% Design Development
4. Permit Document Set & "Issued for Construction" Conformed Documents Design Development

Phase III:

1. Design Support During Construction
2. Commissioning
3. Operations Training & Support

I. Overview of Project

The Port of Seattle (Port) is developing plans to implement enhancements to the Industrial Wastewater Treatment Plant (IWTP) at the Seattle-Tacoma International Airport (SEA). The IWTP

Enhancements project is primarily driven by significant reductions in the allowable mass loading of deicing chemicals, characterized as Biochemical Oxygen Demand (BOD), that can be discharged to the sanitary sewer system in stormwater runoff collected from SEA’s Industrial Wastewater System (IWS). The reduced allowable loadings are identified in the Port’s Industrial Waste Discharge (IWD) Permit issued by the King County Industrial Waste Program (KCIW). Secondary factors in the IWTP Enhancements project include future increases in flight operations and future changes in the IWS drainage configuration associated with planned SEA redevelopment.

To adapt to the moderate increases in industrial wastewater runoff volume and deicer from future SEA development, plus the significant reductions in allowable discharges of BOD mass load to the sanitary sewer, the Port is planning to increase storage capacity for high concentration BOD industrial wastewater and add a deicer treatment system to reduce BOD content through the IWTP Enhancements project. Without the added storage and BOD treatment capacity, the Port’s risk of non-compliance with either its National Pollutant Discharge Elimination Permit (NPDES) conditions or its IWD Permit conditions would reach unacceptable levels.

The IWTP Enhancements project will provide significant increases in capacity and operational flexibility to adapt to changing weather and deicing conditions and allow IWD and NPDES permit conditions to be met. The expansion will also require extensive changes to both the infrastructure and operations of the IWTP.

Detailed information about the Scope of Work may be found in Exhibit 1 of this solicitation.

II. Estimated Project Fee

The Estimated Project Fee applies to all Phase I tasks identified in Exhibit 1, Scope of Work.

The fee for this Agreement is not to exceed (NTE) \$6,000,000 for the initial (authorized Phase I) period of performance of the Agreement.

III. Solicitation Schedule

The solicitation schedule is outlined below. The PORT intends to maintain this schedule and requests the same of firms interested in submitting a response to this solicitation. The PORT does, however, reserve the right to modify the schedule as circumstances warrant.

| <u>Description</u> | <u>Date, Time</u> |
|-----------------------------|----------------------------------|
| Advertisement | April 12, 2024 |
| Pre-Proposal Conference | April 19, 2024, 1:00 PM PT |
| Last Day to Ask Questions | April 23, 2024, 12:00 PM PT |
| Proposals Due | May 10, 2024, 12:00 PM PT |
| Shortlist Notification | Week of May 20, 2024 |
| Interviews | May 23, 2024 & May 24, 2024 |
| Notice of Selection | Week of May 27, 2024 |
| Negotiation Kickoff Meeting | June 4, 2024 |
| Execute Agreement | Week of July 29, 2024 |

IV. Questions

All questions must be submitted in writing through the PORT's VendorConnect website (<https://hosting.portseattle.org/sops>) by April 23, 2024, 12:00 PM PT, in order to allow adequate time for preparation of a response. Questions are to be posted on the Questions tab of the solicitation on VendorConnect. Questions received after this deadline may not be considered.

V. Pre-Proposal Conference

The PORT intends to conduct a Pre-Proposal Conference to answer questions regarding this solicitation on the following date and location:

The PORT will **not** be offering an in-person Pre-Proposal Conference for this solicitation and intends to conduct a Pre-Proposal Presentation regarding this solicitation on the following date via **Microsoft Teams**:

April 19, 2024

1:00 PM PT

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 281 585 115 206

Passcode: Mh6SWS

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 [425-660-9954](#),,44111589# United States, Seattle

Phone Conference ID: 441 115 89#

[Find a local number](#) | [Reset PIN](#)

This meeting is not mandatory, but interested firms are strongly encouraged to attend.

VI. Communications

Communication with the PORT regarding this procurement shall be directed to the assigned Contract Administrator listed below. The PORT maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on its behalf, with any PORT elected official or employee other than the PORT assigned Contract Administrator, may result in the rejection of that Proposer's response.

Contract Administrator: **Matt Macomber**

Email: **Macomber.m@portseattle.org**

VII. Diversity in Contracting Program

- A. The PORT promotes equitable opportunities for all businesses to participate in the performance of its contracts. It is the intention of the PORT that consultants, contractors, subcontractors, sub-subcontractors, subconsultants and suppliers shall afford equal opportunity while providing materials, supplies, and services for and to the PORT.
- B. It is a priority for the PORT to affirmatively expand its efforts to increase WMBE and other diverse participation in PORT contracts and develop tools to ensure that WMBEs and other diverse entities are afforded fair and equitable opportunity to compete for PORT contracts and succeed as consultants, contractors, subcontractors and subconsultants. One of the PORT's Century Agenda Strategic Objectives is to use its influence as an institution to promote diverse business growth and workforce development.

VIII. Proposal Submission Process

- A. The PORT is requiring electronic proposals for this solicitation. Hard copy or linked (including but not limited to file hosting services such as Citrix Files and DropBox) proposals will not be accepted.
- B. The PORT reserves the right to reject any and all late proposals.
- C. Proposals must be delivered through email to e-submittals-sa@portseattle.org. It is the responsibility of the Proposer to ensure timely delivery of proposals.
 - 1. The proposal email subject line shall include the solicitation number, firm name, and solicitation title.
 - a. Proposal shall be submitted as a separate PDF attachment in the same email.
 - b. Exhibit 3A: Diversity in Contracting Inclusion Plan shall be submitted as a separate Word document attachment in the same email.
 - c. Exhibit 3B: Diversity in Contracting Evidence of Agreement shall be submitted as a separate PDF file attachment in the same email.
 - d. Exhibit 4: Company Information shall be submitted as a separate Excel file attachment in the same email.
 - e. Appendix: Resumes shall be submitted as a separate PDF file attachment in the same email.
 - 2. The PORT's email server will not accept files larger than 10MB. If the Proposal file is larger than 10MB it shall be sent in multiple emails and be labeled "Email 1 of 5," "Email 2 of 5," etc.
 - 3. The PORT's email server will not accept compressed files. By PORT security policy, all compressed files, including .ZIP file attachments, are removed at the email firewall and will not be accessible as part of your Proposal submittal.
 - 4. The PORT may use the time stamp on the proposal email(s) to determine timeliness.
 - 5. The PORT is not responsible for Proposers' technical difficulties in submitting electronically.
- D. Proposal shall meet the following requirements:
 - 1. Proposals shall be formatted in searchable PDF format.
 - 2. Proposals shall be named with the company name and the solicitation number (e.g. 123Consulting_003XXXXX). Do not use any special characters in the file name.
 - 3. The body of the proposal shall be organized in accordance with the Evaluation Criteria.
 - 4. The body of the proposal shall be limited to **10** pages of content and with legible font. Pages shall be 8.5" x 11" in size. In the event that the body of the proposal exceeds the page limitation, excess pages will not be considered. After removal of the excess pages, the

proposal may further be rejected as unacceptable or uncompetitive if the PORT concludes that it would not have reasonable chance for award or is outside the competitive range.

- E. The following required items are not included in the page count limitation:
1. Cover page and tables of contents.
 2. To conserve paper, Proposers should not use separator pages. If included, separator pages are not included as part of the total page count.
 3. Letter of Interest. Include a 1 page, single-sided Letter of Interest. Include the name, phone number, email address, and mailing address of the point of contact for this solicitation.
 4. Exhibits
 - a. Exhibit 3A – Diversity in Contracting Inclusion Plan
 - b. Exhibit 3B – Diversity in Contracting Evidence of Agreement
 - c. Exhibit 4 – Company Information
 5. Appendix – Resumes

IX. Overview of the Procurement Process

- A. Compliance with Legal Requirements
1. The procurement of these consultant services will be in accordance with applicable federal, state, and local laws, and PORT policies and procedures, to include, but not limited to, active Unified Business Identifier (UBI) and Labor & Industries (LNI) certifications. The PORT reserves the right to reject any and all proposals.
 2. The PORT will evaluate the proposals in accordance with the provisions set forth herein. If the PORT makes a selection, it will select the Proposer it determines to be the most highly qualified on the basis of its evaluation.
 3. The PORT maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on its behalf, with any PORT elected official or employee other than the PORT assigned Contract Administrator, may result in the rejection of that Proposer's response.
- B. Addenda
1. All changes shall be documented via addenda. Proposers are advised to not rely on verbal information or direction. Email notification of addenda will be provided to all firms on the VendorConnect planholders list. Interested firms are responsible for ensuring that current registration information is on the VendorConnect planholders list.
- C. Minor Informalities and Cancellation
1. The PORT reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement.
- D. Costs Borne by Proposers
1. All costs incurred in the preparation of a proposal, and participation in this solicitation and negotiation process shall be borne by the Proposers.
- E. Public Disclosure
1. 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 including the Public Disclosure Act (RCW 42.56). The PORT will determine whether requested documents may be disclosed. In no event shall the PORT be liable for any disclosure of documents and information it deems necessary to disclose under the law.

F. Service Agreement Terms and Conditions

1. A copy of the PORT's Service Agreement Terms and Conditions is contained in Exhibit 2. **By offering a proposal, the firm represents that it has carefully read the Service Agreement Terms and Conditions and agrees to be bound by them.** Specific insurance requirements for this Agreement are contained in the attachment.

G. Conflict of Interest

1. Proposers have a duty to disclose all potential situations that could present a real or perceived conflict of interest to the PORT. A conflict of interest may exist when a proposing firm has a business relationship with another entity if those services (1) potentially adversely impact the PORT or (2) require or result in disclosure of confidential information. See Consultant Ethics and Conflict of Interest—CC-2 contained in Exhibit 2.
2. The PORT will evaluate whether a Proposer has a relationship, contract, or other activities that may result in the Proposer (1) having a financial interest in a competing business; (2) being unable, or potentially unable to render impartial assistance or advice to the PORT, or (3) having impaired objectivity in performing the contract. If a conflict of interest exists and the PORT is unwilling to waive the conflict, the PORT will not enter into an Agreement with the Proposer.
3. A Proposer may be precluded from competition if the Proposer has performed prior work for the PORT related to the scope of this solicitation and the PORT determines there is an unfair competitive advantage. A competitive advantage determination may depend on factors such as what prior work was performed, the knowledge and information gained through that work and if that knowledge gives Proposers any advantage over others in proposing on future work that cannot be appropriately mitigated.

H. Protests

1. Protest procedures can be found here: <https://www.portseattle.org/page/procurement-documents>.

X. Selection Process

A. Evaluation

1. Proposals and interviews, if conducted, will be evaluated in accordance with the criteria established in this solicitation. The result of the evaluation will be a comparative rating of Proposers.
2. The PORT may seek clarifications and/or ask for additional information through a request for revised proposal(s). Responses to such requests may be considered in evaluating the proposal.

B. Evaluation Rating

1. The Evaluation Criteria rating reflects the degree to which the written proposal meets or does not meet the minimum performance or capability requirements through an assessment of

strengths, weaknesses, deficiencies, and risks of a proposal. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased oversight, or the likelihood of unsuccessful contract performance. If shortlisted for interviews, the same criteria rating applies.

| Rating | Description |
|---------------------|--|
| Outstanding | Indicates an exceptional approach and understanding of the requirements and contains multiple strengths that far outweigh any weaknesses. Risk of unsuccessful performance is low. |
| Good | Indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low. |
| Acceptable | Meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| Marginal | Has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Unacceptable | Does not meet requirements and therefore contains one or more significant weaknesses or deficiencies, and/or risk of unsuccessful performance is unacceptable. |

Refer to Section XII for additional definitions.

C. Interviews

1. If an award is not made based on the written evaluations alone, the PORT may conduct interviews with Proposers in the competitive range following evaluations of the proposal.
 - a. Interview questions may include topics from the Evaluation Criteria and Scope of Work.
 - b. Proposers may be given questions in advance of the interviews.
 - c. Formal presentations are generally not allowed unless specifically requested by the PORT.
 - d. Failure to participate in the interview process may result in the Proposer's disqualification from further consideration.

D. Discussions

1. The PORT, at its option, may elect to conduct discussions regarding the technical proposal and/or Diversity in Contracting Inclusion Plan. During discussions, the PORT will identify any material weaknesses and have an opportunity to ask questions about the proposal. This will be an informal conversation and will not be rated.
 - a. Based on the information acquired during the discussion, the PORT may issue an addendum requesting a revised proposal(s).
 - b. Proposers may have the opportunity to revise its proposal in response to the additional information provided by the PORT. Proposer shall submit the information detailed in the addendum and by the time and date specified.

E. Notice of Selection

1. The PORT Notice of Selection will be made to the highest rated firm(s).
2. Within five (5) business days of the negotiation kickoff meeting, the selected firm(s) shall provide the following:
 - a. Firm Input Sheet – The selected firm shall submit a list of all anticipated personnel, including subconsultant personnel and proposed fully-burdened hourly billing rate. Please see the “Professional Rate Negotiation Process” document in the Service Agreements section of the PORT’s Procurement Documents webpage (<https://www.portseattle.org/page/procurement-documents>). An overview of the rate negotiation process and an example of the firm input sheet, along with instructions, is provided for reference. Refer to Section V.E of the Service Agreement Terms and Conditions for the annual rate escalation clause, as applicable.
3. If the PORT does not receive the Firm Input Sheet within the specified time frame or is unable to finalize an Agreement with the top-rated firm, the PORT may either enter into negotiations and contract with the next rated firm or cancel the procurement.

XI. Evaluation Criteria and Proposal Information

The evaluation criteria will be used to rate the proposals with Criteria A more important than B, and B more important than C. If conducted, interviews are of equal importance to Criteria A.

All criteria are important, however, and Proposers should provide equal attention to thoroughly responding to each criterion. In responding to the evaluation criteria, proposals should be organized so that the Proposer’s qualifications are clearly illustrated in each of the categories, using the proposal requirements for each criterion.

As part of the evaluation of all criteria, the PORT will consider the overall quality of the material presented, such as formatting and proposal layout; spelling and grammatical accuracy; legibility of figures and chart information; quality and relevance of graphical presentations; coherent and logical flow of written responses; and accuracy of information presented.

A. Specialized Experience and Technical Competence of Key Individuals/Firm

The PORT will evaluate:

1. The specialized experience and technical competence of the key individuals who will provide the requested services as detailed in the Scope of Work, including but not limited to the proposed project manager, major subconsultants, and key staff from each firm.
2. The proposed firm’s recent experience and expertise in providing services similar in scope and complexity as those detailed in the Scope of Work.
3. Projects similar in scope and complexity. Areas of interest include:
 - a. Wastewater treatment and management (experience with aerated gravel beds desired).
 - b. Civil work including dam design and/or lagoon storage.
 - c. Control infrastructure design using Programmable Logic Controllers (PLCs).

Proposal Requirements:

1. Include brief resumes of the key individuals who will provide the requested services as detailed in the Scope of Work. Brief resumes shall include, at a minimum, the following information:
 - a. Full name.
 - b. Proposed title and position on the project.
 - c. Relevant employment history, education, and professional licensure(s).
2. Include a representative list of past or current projects performed by the key individuals or firm who will provide the requested services. Proposals shall include information about the project manager, major subconsultant staff, and other key staff. Proposals shall include, at a minimum, the following information:
 - a. Project name, location, duration, and dates key staff worked on the project.
 - b. Brief description of the key staff's role on the project and how that role relates to the project detailed in the Scope of Work.
 - c. Contract/Project value.
3. Appendix – Resumes: Include full (one-page per person) resumes of the key individuals who will provide the requested services as detailed in the Scope of Work

B. Project Approach

The PORT will evaluate:

1. Proposer's problem identification and proposed approach to accomplish the work as described in the Scope of Work and, appropriate, demonstrated capability to explore and develop innovative project recommendations.
2. Proposer's approach will be evaluated for comprehensiveness, accuracy of understanding of key issues and risks, and cogency of strategic thinking. Innovative approaches to mitigating predicted risks, where appropriate, will be rated favorably.

Proposal Requirements

1. Organizational Chart showing key Individuals/Firms and the reporting structure.
2. Expand on perception of project considerations and key challenges, including special problems and risks.
3. Expand on approach to meeting key challenges and identify potential mitigating measures to address special problems and risks.
4. Recommend methodology or approach for addressing the Scope of Work.
5. Comment on adequacy of the PORT's schedule/timetable for completing the Scope of Work.

C. Diversity in Contracting Inclusion Plan

The PORT will evaluate:

1. The firm's inclusion plan detailing the anticipated diverse business participation, inclusion strategy, team composition; and affirmative efforts in seeking to meet or exceed the PORT's Diversity in Contracting aspirational goal of **15%**.
2. Answers to Questions 1 through 7 of Exhibit 3, Section VII, Affirmative Efforts/Business Support Strategies.
3. The firm's commitment to track goal attainment, including but not limited to, submitting monthly payment information for tracking purposes and meeting monthly with the PORT to discuss progress.

Proposal Requirements

1. Exhibit 3A – Diversity in Contracting Inclusion Plan (Word Document)
2. Exhibit 3B – Diversity in Contracting Evidence of Agreement (PDF)
3. Exhibit 4 – Company Information (Excel Workbook)

D. Interview

If conducted, the interview will consist of a question and answer meeting. The PORT will evaluate:

1. The Proposer's response to questions regarding experience, past projects, collaboration with clients.
2. The Proposer's effectiveness to communicate verbally, and ability to answer questions clearly, concisely, and with specific examples.

XII. Definitions

The following definitions shall apply throughout this solicitation.

- A. Best Value means the expected outcome of a procurement that, in the PORT's estimation, provides the greatest overall benefit in response to the requirements.
- B. Deficiency is a material failure of a proposal to meet a requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- C. Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- D. Strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous during contract performance.
- E. Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- F. Women or Minority Business (WMBE) is an umbrella term that includes MBE, WBE, CBE and MWBEs
- G. Minority Business Enterprise (MBE) is a business that is at least 51 percent (51%) owned and controlled by minority (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.

- H. Women Business Enterprise (WBE) is a business that is at least 51 percent (51%) owned and controlled by women.
- I. Minority Women Business Enterprise (MWBE) is a business that is at least 51 percent (51%) owned and controlled minority women (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.
- J. Combination Business Enterprise (CBE) is a business that is 51% owned and controlled by a combination of minorities or women that would not otherwise meet the definition of MBE, WBE, MWBE.
- K. Small Business Enterprise (SBE) is a business that meets the applicable size standards adopted by the U.S. Small Business Administration. An SBE may be either a Certified Small Business or a business that is self-declared to meet the applicable U.S. Small Business Administration size standard. NAICS codes commonly used along with the applicable Small Business Administration size standards can be found at the following web address:
<https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards/table-small-business-size-standards>
- L. Veteran Business Enterprise (VOB) is a business that is at least 51% owned and controlled by a veteran or service member.
- M. LGBTQ Business Enterprise (LGBTQBE) is a business that is at least 51% owned and controlled by one or more individuals who identify as LGBTQ.

Exhibit 1

Scope of Work

Background

The Port of Seattle (Port) is developing plans to implement enhancements to the Industrial Wastewater Treatment Plant (IWTP) at the Seattle-Tacoma International Airport (SEA). The IWTP Enhancements project is primarily driven by significant reductions in the allowable mass loading of deicing chemicals, characterized as Biochemical Oxygen Demand (BOD), that can be discharged to the sanitary sewer system in stormwater runoff collected from SEA's Industrial Wastewater System (IWS). The reduced allowable loadings are identified in the Port's Industrial Waste Discharge (IWD) Permit issued by the King County Industrial Waste Program (KCIW). Secondary factors in the IWTP Enhancements project include future increases in flight operations and future changes in the IWS drainage configuration associated with planned SEA redevelopment.

To adapt to the moderate increases in industrial wastewater runoff volume and deicer from future SEA development, plus the significant reductions in allowable discharges of BOD mass load to the sanitary sewer, the Port is planning to increase storage capacity for high concentration BOD industrial wastewater and add a deicer treatment system to reduce BOD content through the IWTP Enhancements project. Without the added storage and BOD treatment capacity, the Port's risk of non-compliance with either its National Pollutant Discharge Elimination Permit (NPDES) conditions or its IWD Permit conditions would reach unacceptable levels.

The IWTP Enhancements project will provide significant increases in capacity and operational flexibility to adapt to changing weather and deicing conditions and allow IWD and NPDES permit conditions to be met. The expansion will also require extensive changes to both the infrastructure and operations of the IWTP. Those changes are described in the Basis of Design Report SEA IWTP Expansion dated June 23, 2023.

The initial period of performance of the contract is for Phase I only which is defined below. Port staff plans to return to Commission to seek approval, without guarantee, for authorization of Phases II and III as identified below. There is no guarantee that the Port will proceed beyond Phase I. The work as identified in these phases will be issued through Service Directives.

Scope of Work Description

Refer to the Basis of Design Report SEA IWTP Expansion dated June 23, 2023 for a detailed description of the project scope, as currently conceptualized. Aerated gravel beds (AGBs) have been chosen as the primary glycol treatment technology based on permit requirements and geological features near the airport. The consultant will have an opportunity to review and validate this Basis of Design before proceeding with the 30% Design.

The Design Consultant's scope of work will include, but not be limited to: validation of the Basis of Design Report, preparation and completion of design development documents as identified within the Tasks and Deliverables section below that meet Port standards and Rules for Airport Construction (RAC), commissioning activities, development of Operations & Maintenance Manuals, and construction support services for the following project scope of work for the IWTP Enhancements project:

General Services to be Provided:

- A. Project coordination
- B. Site investigations
- C. Review existing project drawings and documentation

- D. Code and Permit review
- E. Design
- F. EasyPower system study
- G. Project and committee specific meeting attendance and contribution
- H. Construction documents
- I. CAD management and support
- J. Cost estimating
- K. Scheduling
- L. Cost Management
- M. Sustainability
- N. Quality Assurance/Quality Control (QA/QC)
- O. Design Support During Construction

Sites:

AGB Site - The AGB Site is the location of the BOD treatment process as well as a portion of high BOD storage.

1. BOD treatment system structures to be installed to be near or below grade:
 - A. AGB (aerated gravel bed) biological treatment cells
 - B. Pump stations
 - C. Hydraulic control structures and vaults
 - D. IWS conveyance piping
2. BOD treatment system supporting components:
 - A. Control and utility building, constructed aboveground with the lowest building height that can house the blower system
 - B. Control hardware
 - C. Extension of existing electrical power supply and installation of new electrical panels
3. AGB storage tank
 - A. Side walls completely buried
 - B. Dome roof aboveground
 - C. Currently sized at 5 million gallons
 - D. Leak detection system
4. Medium Intensity Approach Light System with Runway Alignment (MALSR) indicator lights
 - A. The current Basis of Design assumes that the AGB cells will be constructed around the existing MALSR lights
 - B. As part of the Project Validation and 30% Design efforts, the Design Consultant will target a full replacement of these MALSR lights
5. New utility connection and service lines:
 - A. Sanitary
 - B. Potable water and fire water
 - C. Natural gas
 - D. Stormwater
 - E. Telecommunications
6. Additional site features include:
 - A. Site stormwater runoff controls

- B. Access roads
- C. Road vehicle parking

IWTP Site - The IWTP Site is the location of existing and planned IWTP treatment and storage components.

1. The IWTP Site will continue to include the following elements of the existing IWTP system:
 - A. IWS conveyance piping
 - B. IWS diversion structures
 - C. Lagoon 1 and Lagoon 2
 - D. IWTP DAF Building
 - E. IWS Pump Station Building
2. Planned modifications at the IWTP Site include:
 - A. IWS conveyance piping
 - B. Flow control structures
 - C. New DAF units and associated tanks and equipment
 - D. New solids handling and storage equipment
 - E. Renewal and replacement of Pumps 500, 501 and 502 in the IWTP pump house; the new pumps must also be aligned and centered with the existing piping
 - F. Extension of existing electrical power supply and installation of new electrical panels
 - G. Installation of three (3) new closed-circuit television (CCTV) video cameras
3. Expansion of the existing IWTP control building
 - A. New building construction expanding the existing building - roughly 40' x 40' footprint
 - B. Will include new operations / control room, office space, and locker room
 - C. Existing control room and chemical addition room to be repurposed per needs of project and Port Maintenance staff

Lagoon 3 Site - The Lagoon 3 Site is the location of over 30 Mgal of additional high BOD storage, accomplished by expanding northward the footprint of existing Lagoon 3 and constructing a berm to create two separate storage units for low BOD and for high BOD industrial wastewater.

1. The Lagoon 3 Site will continue to include the following elements of the existing Lagoon 3 system:
 - A. Lagoon 3 (partial)
 - B. Lagoon 3 Pump Station, associated vaults, and force main
 - C. Lagoon 3 mechanical screen
 - D. Lagoon 3 emergency generator
 - E. Existing road (partial) and access ramp
 - F. Lagoon 3 emergency spillway and emergency drain pipe
 - G. Lagoon 3 Underdrain Pump Station and force main
 - H. Lagoon 3 effluent structure
 - I. Lagoon 3 underdrain system (partial)
 - J. IWS trunk line (partial)
2. Planned modifications at the Lagoon 3 Site include:
 - A. Lagoon influent piping
 - B. New diversion structure
 - C. New TOC monitoring shelter
 - D. New mechanical screen
 - E. Berm to divide lagoon into two separate lagoons
 - F. New discharge pump station and associated vaults
 - G. Partial replacement of underdrain system

- H. New underdrain pump station and force main
- I. New leak detection system and pump station
- J. Partial replacement and extension of existing access road
- K. New access ramp
- L. Expansion and replacement of liner system and concrete floor
- M. Expansion and replacement of bird deterrent netting system
- N. Realignment of existing gravity pipe to Puget Sound outfall
- O. Extension of existing electrical power supply and installation of new electrical panels

Systems:

Oil Water Separator - Influent Oil water separator.

Monitoring and Controls Systems - The Supervisory Control and Data Acquisition (SCADA) system will be a network of Programmable Logic Controllers (PLCs). Satellite PLCs will be located at strategic points in the system and will be connected to the main PLC located at the AGB treatment system. The satellite PLCs will be the connection points for equipment and instruments and will be programmed to perform control of local processes. The satellite PLCs will be connected to the main PLC through fiber optic connections and will communicate status. The main PLC will control system-wide processes and will have the main operator interface. The data historian, which saves the system data, will be attached to the main PLC.

Stormwater flows will be monitored using Total Organic Carbon (TOC) monitors to determine which lagoon to the flows will be routed. Once the flows are in the lagoons, operator grab samples will be used to determine the loadings of BOD in the lagoons. These results will be used to determine flow rates that will be allowed into the DAF treatment and AGB treatment. Effluent monitoring of the treatment units will determine compliance with the regulated discharges.

The existing SCADA / PLC system (located at the IWTP Site) hardware is reaching the end of its design life. The scope of this project will include:

1. Replacement of existing PLC hardware at IWTP Site
2. Installation of required PLC hardware at AGB and Lagoon 3 sites (See Attachment A, Section 9.3)
3. Software programming of overall IWTP SCADA system
 - A. Generate PLC programming and HMI graphics
 - B. Review programming and graphics with Port stakeholders at each design completion milestone
 - C. Assist Port staff with procurement of hardware, software, and commissioning services, as necessary
4. Phasing plan for implementation of new SCADA software and hardware in conjunction with IWTP building modifications and other construction activities

Collaborative Design Development

The Port plans to utilize a General Contractor / Construction Manager (GC/CM) delivery for this project. Design development is an iterative process, and it is expected that the designer and GC/CM will work in a collaborative nature to design to budget. There will be project design review sessions at each design milestone (Project Validation, 30%, 60%, 90%, etc.). The purpose of the project design review sessions are to (1) assure consistency with the design intent; (2) ensure complete, coordinated, constructible, and cost effective designs for all disciplines; (3) assure that the design documents are code compliant; (4) endeavor to confirm that all work has been included and described in sufficient detail to assure complete pricing of work; (5) allow for phased construction; and (6) identify errors and omissions.

Construction phasing will play a significant role in the success of this project. While the GC/CM will lead the development of a phasing plan, the design team is expected to contribute to this phasing plan and support the Port's efforts to reduce operational impacts as part of the design.

Federal Funding for Construction Phase – Potential Design Impacts to Ensure Eligibility

The Port is pursuing EPA WIFIA Program funding for the construction phase of this project, some elements of the design may be impacted by EPA WIFIA Program requirements to ensure funding eligibility during the construction phase.

System Performance Targets

The current BOD mass loading limits under the Port's IWD Permit are 45,000 lbs/day (daily maximum) and 27,500 lbs/day (monthly average), with a reduction currently planned for July 2026. The Port is currently engaged with KCIW regarding the schedule for this reduction, as the permit is not aligned with the current construction schedule of the IWTP Enhancements project.

The anticipated reduction in allowable BOD mass loading limits to 15,000 lbs/day (daily maximum) and 10,000 lbs/day (monthly average) is the primary driver for the IWTP Enhancements project. The reduction in BOD load limits affects both the needed BOD treatment capacity and the minimum required high BOD storage capacity. For all practical purposes, the 10,000 lb/day monthly average limit serves as the maximum allowable discharge to the sanitary sewer under any conditions and was assumed to be the maximum allowable discharge to the sanitary sewer in the IWTP Enhancements design basis (Basis of Design Report SEA IWTP Expansion dated June 23, 2023). This will continue to be the guiding design basis for this Contract.

The 10,000 lbs BOD/day cap is a six-fold reduction from a 60,000 lb/day limitation in IWD permits prior to 2021 and a 2.75-fold reduction from the effective maximum of 27,500 lbs BOD/day in the current IWD Permit.

The onsite BOD treatment system to be designed as part of this scope mitigates the reduction of the King County BOD permit levels. The ability to treat high BOD stormwater onsite to concentrations less than the NPDES BOD limits effectively increases the IWTP flow throughput capacity. Additional high BOD industrial wastewater storage capacity provides the remainder of the overall IWTP capacity needed to counterbalance the reduction BOD mass loading for discharges to the sanitary sewer.

At the current stage in the project, the Port plans to evaluate feasibility of adherence to the Envision Sustainable Infrastructure Framework for the IWTP Enhancements construction. As such, the Port desires that the design team have at least one Envision Sustainability Professional (ENV SP) assigned to the project. It is expected that the Consultant will prepare recommendations for sustainable design improvements or project approaches per the Envision Framework and work collaboratively with SEA staff to integrate sustainable practices.

Project Authorization and Project Delivery

The Port of Seattle (Port) does not have the authority to move to Phases II or III of this program until Commission authorization is obtained. A decision will be made as to the program after completion of the PDD and up until receipt of a 30% milestone design regarding moving forward with the following phases. Assuming these design milestones are complete and Commission authorization is obtained, there is no guarantee that the Port will proceed beyond Phase I.

The outline of Phases I – III is as follows:

Phase I:

1. Project Validation
2. 30% Design Development

Phase II:

1. 60% Design Development
2. 90% Design Development
3. 100% Design Development
4. Permit Document Set & "Issued for Construction" Conformed Documents Design Development

Phase III:

1. Design Support During Construction
2. Commissioning
3. Operations Training & Support

Tasks**1. Project Coordination and Meetings**

- 1.1. The Consultant shall attend and participate in regular meetings during the Project. Assume weekly meetings for the project duration. The Consultant's Project Manager shall meet with the Port's Project Manager (PM) when requested and with other organizational representatives as required for the successful completion of the project.
- 1.2. Assume one formal workshop per month, including but not limited to; Port investment committee meetings, meetings with agencies having jurisdiction, and other meetings that may be required by the Port or regulatory agencies (assumes up to 12 workshops). Workshops will include the following three separate groups depending on the stage of the project: the stakeholders, the Steering Committee or Governance board, and the Investment Committee/Port of Seattle Commission. It is assumed that these workshops will be held remotely over MS Teams.
- 1.3. Consultant will prepare presentation materials to support presentations at stakeholder meetings. The Consultant will provide a presentation draft four (4) business days prior to meetings/workshops for Port review and consultant comment resolution.
- 1.4. The Consultant will prepare for and attend meetings, two meetings each at the Port's discipline-specific oversight and review committees prior to completion of each design phase.
- 1.5. The Consultant shall confirm with summary notes all conference, telephone conversations, consultations, and meetings that resolve or establish a question of scope, a design element, or other project development consideration and provide copies to the Project Distribution List within seven (7) calendar days.
- 1.6. The Consultant shall have a formal, structured Quality Assurance and Quality Control (QA/QC) Program that governs the design work.

Deliverables

- A. Project coordination meeting notes or minutes.
- B. Stakeholder meeting presentation materials.
- C. Oversight and Review Committee meeting materials.
- D. Summary notes from decision making meetings.
- E. QA/QC program plan.

2. Project Schedule and Progress Reports

- 2.1. The Consultant shall submit a Project Schedule at each Design Review Submittal to the Port PM for approval and in a format that is compatible with the Port's Program Master Schedule and based on the information developed by the Consultant and provided by the Port and others involved with the project. The schedule shall use a Critical Path Method including milestones with logic interrelationships between activities. It shall include but not limited to:
 - 2.1.1. All phases of design.
 - 2.1.2. Design reviews.
 - 2.1.3. Procurement schedule impacts of long-lead items.
 - 2.1.4. Construction and construction phasing.
 - 2.1.5. Licenses, permit, and other governmental and regulatory approvals (including the date/time sequence pertaining to each application for both owner and contractor filed applications.)
- 2.2. By the tenth (10) day of each month during the design, the Consultant shall provide the Port PM with regular progress reports. These reports shall describe but are not limited to:
 - 2.2.1. Progress made in the prior month.
 - 2.2.2. Critical items requiring attention.
 - 2.2.3. Attach an Updated project Schedule showing the actual schedule status.
 - 2.2.4. Requests for information (RFI).
 - 2.2.4.1. Request for Information (RFI's) will be submitted by the consultant to the Port PM in a formalized manor and format with one RFI per submittal.
 - 2.2.4.2. The Consultant will track each RFI on a submittal log by number. The RFI log will include date submitted to the Port, a requested response date, a brief outline of the RFI, and the date the port responded to the RFI. An updated RFI log must be submitted with each RFI.

Deliverables

- A. Project Schedules.
- B. Monthly progress reports, including RFI log.

3. Permit Assistance, Regulatory Compliance, and Sustainability

- 3.1. The Consultant shall assist the Port with preparing Permit applications and other permit-related activities as needed. Work may include the following:
 - 3.1.1. Provide all required data, support documents, and drawings and assist with preparation of Building Permit applications to the Port's Building Department.
 - 3.1.2. Provide all required data, support documents, and drawings to support Port communications with King County, Department of Ecology, and other public agencies related to permits and regulatory compliance.
 - 3.1.3. Participate in a Preliminary Design Review Conference. Develop and complete a Design review checklist.
- 3.2. The Consultant shall assist the Port with identification of permits including construction permits that will be the responsibility of the General Contractor.

- 3.3. Upon completion of the permit review by the permitting agencies the Port will provide the consultant with comments received for the consultant to review and correct as required to obtain a permit.
- 3.4. The Consultant shall provide a feasibility study for eligibility to Envision Framework requirements.
- 3.5. The Consultant shall prepare and submit all applicable documentation to apply for verification of Envision Framework sustainability requirements.

Deliverables

- A. Permit supporting data, documents, and drawings.
- B. Desing review checklist.
- C. List of construction permits identified.
- D. Permit review comments and revised submittals.

4. Design through Permitting

- 4.1. Perform modelling of the existing IWS to evaluate flows under design basis constraints, events, etc. Analyze operational impacts resulting from installation and phasing of the treatment system. Analyze existing system capacity to determine the necessity for storage alternatives, if necessary.
- 4.2. Develop power system studies using EasyPower modeling software. Study shall include selective coordination, short-circuit analysis and arc flash study. A preliminary Arc Flash Study Report shall be provided to the Port.
- 4.3. The Consultant shall attend Port Planning meetings as required to obtain input and comments from Facilities and Infrastructure (F&I) Group, Port Operations, Maintenance, and tenants and other stakeholders.
- 4.4. The Consultant shall secure and review reports and other documents, research as-built drawings, conduct field investigations, and take any other necessary action to develop a definitive project scope. This will include verification of field conditions including equipment types, manufacturers, age, operational condition, etc.
- 4.5. Where applicable, the Consultant shall document field conditions pertaining to the completed design prior to construction using the “Plan in Hand Survey” method. This will involve field verification of conditions that could potentially affect construction and as far as possible eliminate “varying site conditions” uncovered during construction. Each panel that will be connected to the extended network will need to be located and pathways walked down to identify potential interferences.
 - 4.5.1. Field verification will be required. The Consultant shall coordinate with the Port PM at minimum 48 hours in advance to plan.
- 4.6. The Port will provide “Regulated Materials Good Faith Surveys.” The design of regulated abatement (asbestos, lead, PCB's, etc..) if required may be performed by others. The Consultant shall review and document areas for concern or follow up.
- 4.7. The Consultant shall develop a project schedule and implementation plan to be included with the 60, 90, 100% design submittals.
 - 4.7.1. Show predecessors, float, and critical paths, and finish dates.
 - 4.7.2. Sequence work according to construction constraints and the need to keep the airport and IWS in operation at all times. Phasing requirements and limitations are to be included in the design documents. The work schedule will be closely coordinated with Airport operations and affected stakeholders.

- 4.7.2.1. Support the GC/CM in the preparation of a detailed construction phasing plan to ensure continuous operation of airport facilities while equipment is being replaced or upgraded.
 - 4.7.2.2. Document any potential impacts to gates, airport operations, or full operation of the existing IWTP with the implementation process of the project. Provide recommendations and design for phasing, limitations on shutdown times and any temporary solutions to mitigate outage impacts.
- 4.7.3. Project will be commissioned by the Design Consultant with oversight and verification by the Port and the GC/CM. Consultant to develop a project commissioning plan as a specification in the design documents.
- 4.8. The Consultant shall develop project a detailed Estimated Construction Cost (ECC) at 30, 60, 90, and 100% design submittals.
 - 4.8.1. The estimate shall be in a format and extent to the satisfaction of the Port PM.
 - 4.8.2. The ECC shall include, at a minimum, a breakdown of significant construction elements including quantities and unit prices, and detailed estimates for lump sum items.
 - 4.8.3. The ECC shall be based on the current, local bidding client with an identified estimate of inflation to the midpoint of the construction schedule.
 - 4.8.4. Upon approval by the Port PM, the initial ECC will become the basis for the project cost estimate review. The Consultant shall continuously monitor the ECC during the design project and provide timely notification to the Port PM of variances (either positive or negative) to the approved ECC.
 - 4.8.5. Changes to the design that have caused an increase or decrease to the ECC must be clearly identified and approved By the Port PM.
 - 4.8.6. The Port PM may approve increase(s) to the ECC that clearly result from design changes requested by the Port or from reasonably unforeseeable circumstances (i.e., situations that could not have been anticipated in the normal practice of the profession).
 - 4.8.7. If the Port PM does not approve adjustments to the ECC or if the lowest responsive construction bid exceeds the ECC as adjusted by all contingencies and changes by more than 10 percent (10%), the Port PM will require the Consultant to redesign the project at the Consultant's own cost (non-reimbursable) through Value Engineering, or other approved process to the extent that the approved ECC can be shown to be achieved in a reasonable manner. This requirement is commonly referred to as "design to cost."
- 4.9. The Consultant shall develop project documents (plans and technical specifications) for this project. The Port and the Consultant shall review the Port's Design Submittal Requirements attached to this agreement and agree on number and levels of review submittals and specific requirements. Refer to Attachment A-1 for a listing of milestone deliverables and general requirements for each design phase.
 - 4.9.1. Project Validation Report
 - 4.9.2. 30% submittals, cost estimate, schedule
 - 4.9.3. 60% submittals, cost estimate, schedule
 - 4.9.4. 90% submittals, cost estimate, schedule
 - 4.9.5. 100% submittals, cost estimate, schedule

Deliverables

- A. Modeling of the existing IWS.
- B. Power system studies.

- C. Port planning meeting minutes or summary notes.
- D. Review of reports and other documents and verification of field conditions.
- E. Plan in hand survey.
- F. Areas of concern from review of Regulated Materials Good Faith Surveys.
- G. Project schedule and implementation plan at 60%, 90%, and 100% Design submittals.
- H. Work sequencing plan, including any operational impacts.
- I. Project commissioning plan.
- J. Detailed ECC at 30%, 60%, 90%, and 100% design submittals.
- K. Project validation report.
- L. 30%, 60%, 90%, and 100% submittals, cost estimates, and schedule.

5. Drawing Standards

The Port will assign drawing identification numbers to these projects, which shall be indicated on all construction drawings prepared by the Consultant. Additionally, all contract documents including the Project Manual shall reference the project number.

All drawings shall be prepared in strict compliance with the Port's CAD Standards Manual and the Aviation Consultants' and Contractors' User Guide to the Port's Drafting Standards. Additionally, the drawings shall comply with the Revised Code of Washington and Washington Administrative Code requirements for Professional Engineers and Registered Architects. The standard Port cover sheet and title block shall be used, and each drawing shall be appropriately stamped with the professional seal of each design discipline. The Port will provide the Consultant with the current Drafting Standards Manual and AutoCAD diskettes with the standard Port of Seattle title block. The Consultant shall advise the Port of drafting concerns or issues. Deviation from these requirements shall not occur unless prior authorization is received in writing from the Port PM.

The use of existing Port provided Drawings in the preparation of Construction Documents for this project shall not be permitted unless approved in advance by the Port PM.

- 5.1. The Consultant shall manage and coordinate all activities related to the preparation of the construction drawings.
- 5.2. The Consultant shall provide the Port with half-size and full-size drawings at each phase of design.
- 5.3. The Consultant shall provide two (2) copies of CAD diskettes (or other approved media) in AutoCAD containing all electronic data necessary to create all project construction drawings at completion of design. The Consultant shall also provide the PORT with a set of original drawings on bond paper, stamped and signed by the designer). All of these shall be submitted to the Port's CAD manager by way of the Port PM.

Deliverables

- A. Half-size and full-size drawings at each phase of design.
- B. Two (2) copies of CAD diskettes.
- C. Original drawings on bond paper, stamped by designer.

6. Project Manual and Specification Standards

- 6.1. In preparing the Project Specifications (the "Project Manual"), the Consultant shall use the Port's Master Specifications as guide specifications. These are organized according to the uniform construction specification index under Construction Specifications Institute (CSI) Master Format 2014 Edition for Divisions 1 through 50, and the Port's Division 0 index for General and Supplemental Terms and Conditions. The Project Manual shall include all Divisions and Sections required for bidding and

construction of this project. If no Port guide specifications are available, the Consultant shall prepare the appropriate specifications in CSI section and page format. The Port will provide electronic copies (in Microsoft Word release format) of its Master Specifications for use by the Consultant. In developing the project specifications from the Port Master Specifications and preparing them for review, the Consultant shall hand-write changes on the guide specifications or otherwise “track changes” proposed with the Revisions feature of Microsoft Word or other electronic system in such a way that they can be easily reviewed and approved. Final specifications, free of edits, shall not be prepared until they have been reviewed and approved by the Port Project Manager.

Specifications shall be edited from the Master Specifications in “Revision Mode” and be printed in an 8-1/2" x 11" format, bound on the left side and printed on both sides of the paper. Specifications shall be organized in accordance with the format of the Uniform Construction Index established by the Construction Specifications Institute or Port standards. The Consultant’s submittal for Bidding Documents shall be Word document electronic files and a hard copy signature page consisting of the original, stamped signatures on bond paper.

Federal, FAA, PORT, CBP, or military specifications may be used with the approval of the Port. However, note that FAA specifications or approved specifications may be required on projects funded all or in part by Federal Grant Agreements and Assurances.

- 6.2. Experimental systems, products, or equipment shall not be specified unless review and approval has been obtained from the Port. The Consultant shall provide manufacturer’s data and experience records for all such items/systems.
- 6.3. Consultant shall provide to the Port, a list of the submittals required in the Project Specifications. At a minimum, the submittal list shall reference the Specification designation (Division and Section) and the permit or regulatory requirements or quality control checks. Additionally, the Consultant shall provide a listing, including Drawing and Specification references, of all testing requirements.
- 6.4. The Consultant shall arrange for signature and Stamping by the responsible design professional, the hard-copy original of the final Project Manual, including a Stamp on each Specifications section that has been developed or modified by the Consultant.

Deliverables

- A. Draft and Final Project Manual.
- B. Manufacturer’s data and experience records for experimental systems, if applicable.
- C. List of Project Specifications submittals.
- D. Stamped copy of the final Project Manual.

7. Design Support During Construction

- 7.1. The Consultant shall assist the Port’s Resident Engineer / Port’s Construction Manager by providing timely technical Construction Support Services including the following:
 - 7.1.1. Attend Pre-Construction Meetings and respond to questions about the Project Design.
 - 7.1.2. Review and approve submittals, shop drawings, and requests for substitution.
 - 7.1.3. Prepare Requests for Proposal for changes to the Project including designs, drawings, sketches, cost estimates, and supporting explanatory information according to formats required by the Port; review Contractor’s change order proposals and provide recommendations to the Port.
 - 7.1.4. Respond to requests for clarification or information within a time frame necessary to maintain the project on schedule and not impede the construction contractor’s work.

- 7.1.5. Coordinate and communicate with governmental organizations and agencies as requested by the Port to assist with permitting issues and requirements.
- 7.1.6. Assist the Port with resolution of contractor claims for extra costs resulting from the Construction Documents including site visits, support Port during negotiations.
- 7.1.7. Attend construction coordination meetings.
- 7.1.8. Provide on-site inspection of conditions related to resolution of Project design questions as requested by the Resident Engineer / Construction Manager.
- 7.1.9. Participate in the technical review for commissioning.
- 7.1.10. Assist Port PM in preparing GC/CM contractual documents to support final construction.
- 7.1.11. Finalize the Arc Flash Study Report using the equipment procured and installed by the Contractor. Provide arc flash labels for all equipment in this project.
- 7.2. By directing the Consultant to provide Construction support services, the Port acknowledges that the Consultant shall have no control over or charge of and shall not be responsible for any of the construction means, methods, techniques or procedures, or for the sequence of installation of any part of the Work, or Work or for any failure on their part to perform the Work in accordance with all Contract requirements and all other applicable laws and Codes.

Deliverables

- A. Responses to questions about project design.
- B. Responses to requests for clarification and RFIs.
- C. Final Arc Flash Study report.
- D. Meeting and on-site inspections notes or minutes, if applicable.

Assumptions

- 1. The Port will provide Consultant with a copy of the Basis of Design Report SEA IWTP Expansion dated June 23, 2023.
- 2. The Port and the Consultant will mutually agree on the project schedule identifying the specific dates for all design phases applicable to the project including milestones and required completion dates.
- 3. Port will provide access to rooms and work sites as needed. The Consultant shall coordinate with the Port PM for access at minimum of 48 hours in advance.
- 4. The Port will provide all existing as-built information that is available for the project sites. Geotechnical surveys are currently underway for the AGB Site. Recent field surveys have been performed for all areas included in this scope.
- 5. The Port will provide consultant with AutoCAD files ("X-refs") of the diagrams as needed.
- 6. The Port will be the primary contact with all governmental agencies and will apply for and obtain all permits. Permit activities and submittals shall be consistent with and in compliance with existing inter-agency and inter-local agreements. The Consultant will not contact permit or regulatory agency personnel unless directed by the Port to clarify technical issues.
- 7. The Port will provide project electronic base maps in the Port's current version of AutoCAD or in response to survey requests.
- 8. All drawings will be reviewed and approved for CAD compliance by the Port's CAD manager prior to Notice to Proceed for construction.



SERVICE AGREEMENT

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THIS document is an AGREEMENT by and between the Port of Seattle, State of Washington (hereinafter referred to as the "PORT") and **TBD** (hereinafter referred to as the "CONSULTANT"), for the furnishing of services for the **Industrial Wastewater Treatment Plant (IWTP) Controls and Improvements (Facility) Combined Design** (hereinafter referred to as the "Project").

The PORT and the CONSULTANT mutually agree as follows:

I. SCOPE OF WORK

CONSULTANT shall perform all necessary actions to accomplish the work specified in this Agreement, or which may hereafter be requested by the PORT.

II. PROJECT MANAGEMENT

A. The PORT shall designate a Project Manager to coordinate and review the work of CONSULTANT. The Project Manager for the PORT is **TBD**. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.

B. CONSULTANT has designated **TBD** as Project Manager for the Project. This designation shall not be changed without the prior written approval of the PORT.

III. COMPENSATION

A. The PORT agrees to pay CONSULTANT a not to exceed total price of **SIX MILLION** dollars (\$6,000,000).

B. Work will be issued through Service Directives (SD). The SD will identify if compensation will be on a firm fixed price (lump sum) or time and expense (billing rate) basis. This amount shall constitute complete compensation for all services provided under the SDs.

C. If an SD is written on a lump sum basis;

1. CONSULTANT shall submit a monthly request for payment for milestones completed within the billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. 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.: **TBD**, 17900 Int'l Blvd, #402, Seattle, WA 98188-4232. Invoices must reference the Agreement number.
2. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the PORT's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a Minority/Women/Disadvantaged business, and amounts paid, including taxes, if any, to each subconsultant. If no payment was made to a subconsultant, indicate zero dollars. At the conclusion of this Agreement, CONSULTANT shall submit a final payment request and a final MAP including all total amounts paid to all subconsultants for the term of the Agreement.
3. Within ten (10) business days of receipt of payment by the PORT, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
4. Markups shall be limited to the billing rates, and lab services. Markup on work performed by the first tier subconsultants shall not exceed four (4%) percent. Markups on second tier subconsultants are not allowed. Markups shall not be applied to travel costs, materials, supplies or other direct costs, with the exception of lab services.

D. If an SD is written on a billing rate basis;

1. Compensation will be made only to the extent to which CONSULTANT presents documented evidence of fees earned in proportion to progress in accomplishing the scope of services, and expenses incurred during the period for which payment is requested. In no case shall the total compensation exceed the sum set forth herein.
2. CONSULTANT shall submit a monthly invoice for services provided during that billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. 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.: **TBD**, 17900 Int'l Blvd, #402, Seattle, WA 98188-4232. Invoices must reference the Agreement number.

3. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the PORT's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a Minority/Women/Disadvantaged business, and amounts paid, including taxes if any, to each subconsultant. If no payment was made to a subconsultant, indicate zero dollars. At the conclusion of this Agreement, CONSULTANT shall submit a final payment request and a final MAP including all total amounts paid to all subconsultants for the term of the Agreement.
4. Within ten (10) business days of receipt of payment by the PORT, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
5. Markups shall be limited to the billing rates and lab services. Markup on work performed by the first tier subconsultants shall not exceed four (4%) percent. Markups on second tier subconsultants are not allowed. Markups shall not be applied to travel costs, materials, supplies or other direct costs, with the exception of lab services.
6. The PORT may require additional tasks be performed by the CONSULTANT related to this contract. A task is established to set up a contingency for those services. CONSULTANT shall not use or bill against this task without specific written direction from the PORT. Such direction will be sent either via letter or email from the PORT Project Manager. The specific scope of work, deliverables, level of effort, and not to exceed value will be established in the letter or email.
7. Hourly rates include all of CONSULTANT'S routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services with the following exceptions:
 - a) Allowable field equipment as approved by the PORT project manager in advance and in writing.
 - b) SEA badging fees which include the initial new company agreement set up fee; and new/renewal badge fee. The Port will not reimburse for lapsed company agreement fees and/or lost or stolen badges.
 - c) Key fees as approved by the PORT project manager for project access in advance and in writing.
8. The PORT will not separately reimburse CONSULTANT for routine overhead expenses or administration including but not limited to:
 - a) Computer hardware or software usage
 - b) Digital camera or recording equipment
 - c) Communication Equipment – including phone, radio, walkie talkie, internet, and fax.
 - d) Postage and courier services
 - e) Routine reproduction except for documents reproduced by an outside vendor
 - f) Small tools and expendables
 - g) Personal protective equipment
 - h) Federal, state, or local taxes
 - i) B&O Taxes
 - j) Safety training and equipment
 - k) Time devoted to Agreement negotiation, invoicing, and/or dispute resolution; and/or
 - l) Time devoted to development or refinement of scope of work, unless directed by the PORT through a Service Directive.
9. CONSULTANT shall obtain advance written approval of travel status to qualify for travel reimbursement. CONSULTANT shall notify the PORT Project Manager and provide the PORT Project Manager a not to exceed estimate of travel expenses. Reimbursement of travel expenses shall be at cost, without markup, and in accordance with the following standards:
 - a) Air travel shall be by coach class at the lowest available commercial price;
 - b) Vehicular travel costs shall not exceed the current IRS Standard Mileage Rates;
 - c) Rental car reimbursement is allowed only when required by the scope of work, and in conjunction with air travel and then at compact car rental rates;

- d) Maximum reimbursement for meals and incidental expenses (M&IE) shall be reimbursed at the per diem rates for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.
- e) Maximum reimbursement for lodging shall be reimbursed at cost, no greater than the rate for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.
- f) Receipts shall be required in order to receive reimbursement for air travel, rental car, parking fees, meals, and lodging.
- g) Travel shall be limited for the purpose of the work of this Agreement.
- h) CONSULTANT will not be compensated for travel time.

IV. AGREEMENT DURATION

- A. CONSULTANT shall complete all specified work, including submission of reports and/or other required documentation, within the time periods set forth in this Agreement and related documents. Time is of the essence in each and every portion of this Agreement.
- B. The Agreement shall expire Six (6) years after execution of this Agreement; provided however, at the PORT'S sole discretion, this Agreement may be extended. If the PORT determines to extend this Agreement as described herein, the PORT shall issue an amendment extending the Period of Performance. Execution of Agreement is the date the PORT signs this Agreement.

V. CHANGES

- A. The PORT may, at any time, by written amendment, direct changes in the scope of work specified in this Agreement. The PORT may, at any time, by written service directive modification, direct changes in the scope of work specified in the service directive.
- B. Any direction from the PORT to perform work that results in an increase or decrease in scope of work, changes to the compensation, performance period, or Agreement duration shall be made by written amendment or service directive modification, executed prior to the work being performed. Work performed pursuant to an amendment, prior to execution of an amendment by the PORT is not compensable.
- C. In the event CONSULTANT identifies direction, actions or potential actions by the PORT that may impact the scope of work, compensation, performance period, or Agreement duration, CONSULTANT is obligated to notify the PORT, in writing, identifying all possible impacts. The PORT will review CONSULTANT's request.
 - 1. If the PORT concurs, the direction or action requires a change to the Agreement; the PORT will execute an amendment or service directive modification authorizing the change prior to the work being performed.
 - 2. If the PORT determines the direction or action does not require execution of an amendment, the PORT will issue a written determination that an amendment is not required, and CONSULTANT shall perform the work.
- D. If CONSULTANT believes there is entitlement for time or money for the work performed, CONSULTANT shall be obligated to notify the PORT Project Manager, in writing, within seven (7) days of the PORT's written determination that the work identified does not require additional time and/or compensation.
- E. Billing rates shall be annually adjusted (365 days after the initial contract performance date, and every 365 days thereafter).
 - 1. The billing rate adjustment shall be the twelve (12) month average of the Employment Cost Index (ECI), wages and salaries, private industry workers, Seattle-Tacoma-Olympia, Wash. CSA., for the twelve (12) months preceding the year of the rate adjustment request.
 - 2. Any change shall be effective after execution of an amendment to change the billing rates.
 - 3. Changes to billing rates will apply to existing service directives.
- F. For Other Direct Costs (ODCs) included at the Service Directive level, an updated price list may be submitted for Port consideration on an annual basis. If accepted, the Port shall issue a service directive modification. Price list adjustments are not applicable to ODCs included in the Agreement.

VI. ADMINISTRATION OF THE WORK THROUGH SERVICE DIRECTIVES

- A. Attachment A identifies the general scope of work for this Agreement. The work will be authorized on a task basis by means of Services Directives (SD). SDs may be issued on a firm fixed price (lump sum) or billing rate (time and expense) basis.
- B. The PORT Project Manager will prepare SDs for specific scopes of work for the CONSULTANT. The PORT and CONSULTANT will negotiate a final scope (with tasks and deliverables) and Level of Effort (LOE) for each SD.
 - 1. CONSULTANT shall not perform any work prior to execution of the SD. A PORT executed SD serves as the Notice to Proceed for the services or tasks identified therein.
 - 2. The PORT shall not compensate the CONSULTANT for any work performed by the CONSULTANT or its subconsultants of any tier for work performed that:
 - a) Has not been authorized by an executed SD, or SD modification;
 - b) Is out of scope,
 - c) Exceeds the not to exceed dollar value; and/or
 - d) Is completed after expiration of Agreement Duration
- C. SDs and SD Modification shall include the following elements:
 - 1. A scope of work with a description of tasks and deliverables;
 - 2. A schedule for receipt of deliverables;
 - 3. A schedule for completion of the SD;
 - 4. A maximum allowable not to exceed sum, supported by a level of effort identifying CONSULTANT staff and/or job classifications, hours, rates, and other direct costs that supports a maximum allowable not to exceed sum and, a schedule for receipt of deliverables OR;
 - 5. An agreed upon firm fixed price for performance of the work and a milestone payment or deliverable(s) schedule whereon the lump sum amounts should be paid.
 - 6. The PORT may require additional tasks be performed by the CONSULTANT related to this contract. A task is established to set up a contingency for such tasks. CONSULTANT may not use or bill against this task without specific written direction from the PORT. Such direction will be sent either via letter or email from the PORT Project Manager. The specific scope of work, deliverables, level of effort, and not to exceed value will be established in the letter or email.
- D. Service Directive (SD) Modifications
 - 1. An SD modification documents changes to the SD if the CONSULTANT and/or the PORT determine that;
 - a) The work of the SD requires additional time, scope, and compensation; and/or
 - b) Job Classifications are added to or deleted from the SD
 - 2. If the PORT agrees that the changes to the SD identified by the CONSULTANT or the PORT are required, the changes will be documented in an SD modification.

VII. 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. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.
- B. The PORT shall furnish master specifications and standards for the preparation of the final plans and specifications for the Project. The PORT shall furnish 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. Except as identified in Sections XXXII through XXXV of this Agreement, such information shall be provided "as-is" for general guidance only, and the PORT in no way warrants its sufficiency, adequacy or correctness, or any interpretation, deductions or conclusions derived there from. 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 may furnish property, topographic, and construction surveys, for the Project. CONSULTANT 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 or any construction contractor's failure to perform its services in accordance with any contract documents.

VIII. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall, with due diligence, furnish all necessary qualified personnel, material, and equipment, managing and directing same to complete the service described in this Agreement.
- B. All personnel used in performance of services shall be qualified and shall be authorized under State and Local law to perform such services.
- C. CONSULTANT will supply the PORT with any work product produced during the course of the Agreement on electronic media as directed by the PORT Project Manager.
- D. 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.
- E. No Party shall be liable to any other Party for breach of this Agreement as a result of a failure to perform or for delay in performance of any provision of this Agreement if such performance is delayed or prevented by force majeure.
 - 1. The term "force majeure" means any unforeseen or unavoidable cause reasonably beyond the affected Party's control. Force majeure may include but is not limited to natural events, labor or civil disruption, or orders of any court or agency having jurisdiction of the Party's actions.
 - 2. The Party whose performance is affected by force majeure shall notify the other Party in writing within 7 business days after becoming aware of any event that such affected Party contends constitutes force majeure. Such notice will identify the event causing the delay or anticipated delay, estimate the anticipated length of delay, state the measures taken or to be taken to minimize the delay, and estimate the timetable for implementation of the measures.
 - 3. The affected Party shall make all reasonable efforts to promptly resume performance of this Agreement and, when able, to resume performance of its obligations and give the other Parties written notice to that effect.
 - 4. The PORT is not obligated to pay CONSULTANT for any costs relating to delays due to force majeure. Delays in performance prevented by force majeure are not compensable.
- F. CONSULTANT shall comply with the PORT'S Computer-Aided Design (CAD) Standards:
 - 1. All drawings shall be prepared in strict compliance with the PORT's CAD Standards, current edition, which can be found at <https://www.portseattle.org/page/design-standards>. Additionally, the drawings shall comply with the Revised Code of Washington and Washington Administrative Code requirements for Professional Engineers and Registered Architects.
 - 2. All drawings must be submitted to the PORT's Design Quality Control ("QC") department by way of the PORT Project Manager for review and approval of CAD compliance prior to any publication for uses such as contract advertisement and finalization of as-builts. Such approval shall be in the PORT's sole discretion.
 - 3. Reuse of existing drawings in the preparation of Construction Documents for this project shall not be permitted unless approved in advance in writing by the PORT Project Manager.
- G. CONSULTANT shall use the PORT's Guide Specifications as a base document set in preparing the Project Specifications (the "Project Manual"). The PORT's Guide Specifications are available at <https://www.portseattle.org/page/guide-specifications>, and are organized according to the uniform construction specification index under Construction Specifications Institute (CSI) Master Format 2014 Edition for Divisions 1 through 50, and the PORT's Division 0 index for General and Supplemental Terms and Conditions. The Project Manual shall include all Divisions and Sections required for bidding and construction of the project. If no PORT guide specifications are available for an element of project content, the CONSULTANT shall prepare the appropriate specifications in CSI section and page format.

IX. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. CONSULTANT 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 complies with State and Federal law, including those included in Exhibit E.
- B. It is the basic policy of the PORT to provide equal opportunity to the users of all PORT services and facilities and all contracting entities. Specifically, the PORT will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state, and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the PORT's employees, customers, consultants, contractors, and vendors to the extent possible as required by law.

X. ACCEPTABLE WORKPLACE ENVIRONMENT

- A. An Acceptable Workplace Environment encourages inclusive, productive, and safe behaviors and procedures; focuses on positive relationships between employers and employees, and among employees; and is free from bullying, hazing, harassment, and discrimination.
- B. The CONSULTANT shall promote an Acceptable Workplace Environment. Any behavior(s) that demonstrates hostility related to race, gender or sexuality, inappropriate conduct or comments intended to harm another individual, and/or hostile or discriminatory actions against another individual are strictly prohibited.

XI. ETHICS AND INTEREST OF CONSULTANT

- A. CONSULTANT covenants on behalf of itself and its subconsultants, that the firms performing work on this Agreement currently have 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.
- B. CONSULTANT certifies by executing this Agreement that CONSULTANT and subconsultants have reviewed and shall comply with the PORT's Consultant Ethics and Conflict of Interest, CC-2, attached hereto.

XII. SUBCONTRACTS

- A. The PORT authorizes the CONSULTANT to subcontract, as necessary for services related to the CONSULTANT's performance under this Agreement and as specified by this Agreement.
- B. CONSULTANT shall require subconsultant to be bound by the terms of this Agreement and to assume all obligations and responsibilities that CONSULTANT assumes toward the PORT via subcontract with CONSULTANT. However, if scope of subcontracted services is limited or shorter in duration, Section XXIII. Insurance may be modified as needed to reflect the actual work of the subcontracted services.
- C. The PORT must review and approve CONSULTANT's utilization of subconsultants, and any and all billing rates for all subconsultant(s) proposed to be added to the Agreement prior to any work being performed by such subconsultant(s). Such approval will be in writing, through an executed amendment.

XIII. DIVERSITY IN CONTRACTING INCLUSION PLAN

- A. The PORT has determined that this Agreement has opportunities for participation by WMBE firms and CONSULTANT has established the following commitment for WMBE participation: **TBD%** of the total amount paid, including amendments. The CONSULTANT must perform affirmative efforts to develop and achieve this commitment in accordance with the Inclusion Plan included as Attachment D. The Inclusion Plan becomes a material part of the Agreement upon execution.
- B. The CONSULTANT is required to monitor and report its progress on a monthly basis. CONSULTANT shall use the firm(s) proposed for the work identified in Attachment A, Scope of Work to this Agreement. The PORT shall monitor compliance through monthly check-in meetings with the CONSULTANT and the CONSULTANT'S submission of MAPs as defined in Section III., Compensation.
- C. If the CONSULTANT proposes to substitute a diverse business identified on Attachment D with a different diverse business, CONSULTANT shall request such substitution in writing, and the PORT may verify the proposed firm's status and must provide written concurrence prior to such substitution.
- D. If the CONSULTANT proposes to substitute a diverse business with a non-diverse business, the CONSULTANT shall demonstrate the steps it took to locate another qualified firm and why it was unsuccessful in securing the services of a diverse business in writing to the PORT for approval. The CONSULTANT will still be required to comply with the commitment included in Attachment D unless CONSULTANT can demonstrate a sound basis for the substitution and that no other diverse businesses have the capacity and qualifications to perform the work, and the PORT, in its sole discretion, may issue an amendment reflecting the change. The PORT shall not be responsible for any costs resulting from substitution of Sub-Consultants.
- E. The commitment will apply to amendments that add scope and/or increase the total price of this Agreement. If the Agreement price is decreased as a result of an Amendment that reduces or deletes any of the scope of work, the WMBE commitment will be reduced only to the extent that such work was being performed by a WMBE.
- F. Failure to comply with the affirmative efforts to develop and achieve the commitment may impact selection decisions on future opportunities with the PORT.
- G. The PORT reserves the right to publicly publish the Diversity in Contracting utilization data on this contract on the PORT's website or any other public communication forums.

XIV. CONSULTANT PERSONNEL

- A. CONSULTANT will ensure that individuals who are specifically identified in this Agreement shall perform the work assigned in Attachment A. CONSULTANT will take appropriate action with respect to any individuals that are not performing satisfactorily within five (5) business days of the CONSULTANT being made aware of such non-satisfactory performance or conduct. CONSULTANT will not charge the PORT a fee to make any replacement, and any replacements shall have equal or better skill and experience and be provided to the PORT at the same or lower rate.
- B. CONSULTANT agrees not to replace or remove any individuals who are specifically identified in this Agreement, unless unavoidable, such as due to serious illness, death, or termination of employment. Assigned individuals shall remain assigned until completion of services. CONSULTANT may request that a particular individual be replaced with a person of equal or better skill and experience and, if agreed by the PORT by written consent, the period of time required to orient and familiarize the replacement with the services being performed will be provided at no charge to the PORT. Key Personnel, if any, are identified in Attachment B of this Agreement.

XV. INDEPENDENT CAPACITY OF CONSULTANT

In performance of this Agreement, CONSULTANT, and any agents, employees of CONSULTANT and subconsultants are acting as independent consultants and not in any manner as officers or employees or agents of the PORT. Payment of any income, payroll, or similar taxes due under federal, state, or local law shall be the sole responsibility of CONSULTANT and its subconsultants.

XVI. CONFIDENTIALITY

- A. CONSULTANT shall not use or disclose Confidential Information for any purpose not directly connected with performance of the scope of work of this Agreement except with prior written consent of the PORT or as may be required by law.
- B. Confidential information includes, without limitation, any information in any form that the PORT considers to be confidential and proprietary. CONSULTANT shall not use confidential information for the benefit of the CONSULTANT or a relative. CONSULTANT shall not use or disclose confidential information, or any other information learned by CONSULTANT relating to operations or business practices of the PORT to any third party or in any manner that is detrimental to the PORT.
- C. CONSULTANT shall not:
 - 1. Allow for the release, distribution or dissemination or disclosure of any documentation obtained in any manner pursuant to this Agreement;
 - 2. Allow the release distribution or dissemination of information or disclosure of any documentation obtained in any manner that relates to the business activities of the PORT pursuant to this Agreement; and/or,
 - 3. Disclose to third party any notes, reports, electronic files, including emails or any other materials, information.
- D. CONSULTANT may not use the PORT logo except on work products produced for the PORT or on a proposal/submittal to the PORT. Use of PORT name or logo that implies PORT endorsement of the entity is prohibited unless written consent is provided by the Director of Public Affairs or Manager, Corporate Communications.
- E. CONSULTANT acknowledges that monetary damages may not be a sufficient remedy for a breach of this Section XVI and that the PORT shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

XVII. AUDIT AND ACCESS TO RECORDS

- A. CONSULTANT shall maintain books, ledgers, records, documents, or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs, and charges.
- B. With regard to the records, CONSULTANT shall do and require its employees, agents and subconsultants to do the following:
 - 1. Make such records open to inspection or audit by representatives of the PORT during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
 - 2. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.

3. Provide adequate facilities reasonably acceptable to representatives of the PORT conducting the audit so that such representatives can perform the audit during normal business hours.
4. Make a good faith effort to cooperate with representatives of the PORT conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the PORT's representatives. If CONSULTANT cannot make at least some of the relevant records available for inspection within seven (7) days of the PORT's written request, cooperation will necessarily entail providing the PORT with a reasonable explanation for the delay in production of records.
5. CONSULTANT is responsible for any audit exceptions or disallowed costs incurred by CONSULTANT.

XVIII. OWNERSHIP OF WORK PRODUCTS

- A. All documents including, but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analysis, studies or any other original works of authorship created by CONSULTANT and delivered to the PORT in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the PORT and all copyright ownership and authorship rights in the work(s) shall belong to the PORT pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then CONSULTANT hereby assigns to the PORT all of the right, title, and interest for the entire world in and to the work(s) and the copyright therein. CONSULTANT agrees to cooperate and execute additional documents reasonably necessary to conform with its obligations under this paragraph.
- B. All documents, together with all unused materials supplied by the PORT, are to be delivered to the PORT upon completion or termination of this Agreement before the final payment is made to CONSULTANT.
- C. To the extent CONSULTANT utilizes to create, or incorporates into, the works for hire described in Paragraph A above, any intellectual property previously developed and owned by CONSULTANT prior to the provision of the Services under this Agreement (hereinafter referred to as "CONSULTANT Pre-existing Intellectual Property"), then the PORT shall own the tangible work product, however CONSULTANT shall continue to own such CONSULTANT Pre-existing Intellectual Property, and CONSULTANT hereby grants to PORT a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license to use, reproduce, modify, adapt, distribute, make derivative works of, and disclose such CONSULTANT Pre-existing Intellectual Property for any purpose.

XIX. PUBLIC DISCLOSURE

CONSULTANT acknowledges that the PORT may be required to disclose information provided by CONSULTANT pursuant to the Washington State Public Records Act, Chapter (RCW 42.56). The PORT will determine whether the documents should be disclosed. In no event shall the PORT be liable to CONSULTANT for disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

XX. ASSIGNABILITY

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

XXI. TERMINATION FOR CONVENIENCE

- A. The PORT may terminate this Agreement, in whole or in part, for the convenience of the PORT. To do so, the PORT shall issue a termination for convenience notice specifying the extent of the termination and the effective date.
- B. If the PORT terminates this Agreement for convenience, the PORT shall pay the CONSULTANT only for time or costs incurred in accordance with the Agreement for services satisfactorily performed to the date of termination OR the proportion of the Lump Sum earned to the date of termination.
- C. Upon receipt of a termination notice the CONSULTANT shall at no additional cost to the PORT:
 1. Promptly discontinue all services affected (unless the notice directs otherwise);
 2. Terminate all subcontracts to the extent they relate to the work terminated; and
 3. No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the PORT all documentation or materials CONSULTANT or subconsultants may have accumulated in performing this Agreement, whether completed or in progress.
- D. Upon termination, the PORT may take over the work and directly or through a third party complete the work.

XXII. TERMINATION FOR DEFAULT

- A. The PORT may terminate for default this Agreement, in whole or in part, in writing if the CONSULTANT substantially fails to fulfill any or all of its material obligations under this Agreement after reasonable written notice and the opportunity to cure any deficiencies.
- B. If the PORT terminates all or part of this Agreement for default, the PORT shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the CONSULTANT provided, that (a) no amount shall be allowed for anticipated profit on unperformed services and (b) any payment due to the CONSULTANT at the time of termination may be adjusted to the extent the PORT has to incur additional costs due to the CONSULTANT's default. In such event, the PORT shall consider the actual costs incurred by the CONSULTANT in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to the PORT at the date of termination, the cost to the PORT of completing the work itself or of employing another firm to complete it and, the inconvenience and time which may be required to do so, and other factors which affect the value to the PORT of the work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the total price set forth in this Agreement. This provision shall not preclude the PORT from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.
- C. Upon receipt of a termination notice the CONSULTANT shall at no additional cost to the PORT:
1. Promptly discontinue all services affected (unless the notice directs otherwise);
 2. Terminate all subcontracts to the extent they relate to the work terminated; and
 3. No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the PORT all documentation or materials CONSULTANT or subconsultants may have accumulated in performing this Agreement, whether completed or in progress.
- D. Upon termination, the PORT may take over the work and directly or through a third party complete the work.
- E. If, after termination for default, it is determined that the CONSULTANT had not defaulted, the termination shall be deemed to have been affected for the convenience of the PORT. In such event, the equitable adjustment shall be determined as set forth in the Termination for Convenience provision.

XXIII. 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 including captives, with a current A.M. Best's rating of no less than "A Minus V". Captives who are not rated by A.M. Best shall provide evidence of equivalent solvency that is acceptable to the PORT. 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 written notification to the PORT, delivered electronically or by mail, not less than thirty (30) 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 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 redacted 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** per occurrence and **\$2,000,000** 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 Agreement. 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 require commercial general liability insurance.

- 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) When a self-insured retention (SIR) or deductible exceeds \$25,000 the PORT reserves the right, but not the obligation, to review and request a copy of the CONSULTANTS most recent annual report or audited financial statement.
- 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 "complete 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.

2. Automobile Liability Insurance: Agreements in which the CONSULTANT, will utilize one or more vehicles to complete the Scope of Work may require evidence of automobile liability insurance.

This Agreement ☒ does ☐ does not require automobile liability insurance.

When automobile liability insurance is required, it shall be provided on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). Coverage is to be extended to all "owned, non-owned, hired, leased, and borrowed automobiles" (as defined on ISO Form CA 00 01). Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form. The box or boxes marked below indicate the type of coverage and limit needed; more than one box may be checked.

- a) ☐ The limit of insurance shall be not less than \$1 million per occurrence for all driving on PORT Terminals, 5, 10, 18, 25, 30, 46, 47, 86, 90, 91, 104, and 115;
- b) ☐ The limit of insurance shall be not less than \$5 million per occurrence for all driving on the non-movement area of the airfield operations area at Seattle-Tacoma International Airport;
- c) ☐ The limit of insurance shall be not less than \$10 million per occurrence for all driving on the movement area of the airfield operations area at Seattle-Tacoma International Airport;
- d) ☒ The limit of insurance shall be not less than \$300,000 per occurrence
- e) ☐ The limit of insurance shall be not less than \$500,000 per occurrence for any individual or entity that is to use a PORT Vehicle.

3. Professional Liability Insurance (also referred to as Errors and Omissions). Agreements requiring professional services such as, but not limited to engineering design or surveying, architectural services, software services, information technology services, environmental services, real estate management, legal services, or financial advisory services, may require Professional Liability insurance coverage.

This Agreement ☒ does ☐ does not require Professional Liability insurance coverage.

If required, CONSULTANT shall provide Professional Liability (E&O) insurance in an amount not less than \$2,000,000 per claim or wrongful act and \$2,000,000 in the policy aggregate on a practice policy to cover the CONSULTANT and its employees. CONSULTANT may choose to provide a project specific policy, in lieu of a practice policy, in which case the insurance shall be in an amount not less than \$N/A per claim or wrongful act and in the policy aggregate. Subconsultants retained by CONSULTANT who are performing professional services, shall either be added onto the policy of the CONSULTANT, or subconsultant shall provide and obtain a similar policy of Professional Liability insurance coverage that covers the Subconsultant and its employees. When a self-insured retention (SIR) or deductible exceeds \$25,000, the PORT reserves the right, but not the obligation, to review and request a copy of the CONSULTANT'S most recent annual report or audited financial statement. 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 policy for not less than one year from the completion of work.

For Subconsultant(s) Performing work equal to or less than \$1 million the professional errors and omission coverage can be reduced to \$1 million per occurrence and \$1 million in the aggregate.

4. Employer's 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 stop gap employer's liability insurance.

5. Certain Agreements may require specialized insurance or specialized policy endorsements to cover the unique aspects of the scope of work. This may result in a requirement for the CONSULTANT to provide specialized insurance or a specialized policy endorsement to cover employee dishonesty liability, aircraft liability, pollution liability (including lead, asbestos, and mold), watercraft liability, network security/cyber liability, liquor liability, special event liability or other liability associated with the work to be performed. If the box below is checked, then specialized insurance coverage or a specialized endorsement is to be provided, in accordance with the requirements listed in Sections XXXII through XXXV of this Agreement.

This Agreement ☐ does ☒ does not require specialized insurance coverage, or a specialized policy endorsement.

- 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, and subconsultants. 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 workers' 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 and subconsultants have appropriate workers compensation coverage while working for the PORT in Washington State. CONSULTANT may be exempt from state workers' 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. 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 workers' compensation and industrial insurance requirements.

The PORT reserves the right to recover funds owed to CONSULTANT under this Agreement for any fees the PORT pays to the Washington State Department of Labor and Industries that are the responsibility of the CONSULTANT under RCW 51.12.070.

- C. Certain work or services under this Agreement may require Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§901 et seq.) insurance coverage, coverage to comply with the Federal Employers' Liability Act, or Jones Act 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 these or any other federally required insurance coverages apply to this Agreement, the CONSULTANT is responsible for obtaining the coverage, and/or meeting any self-insurance requirements to qualify as a self-insurer.

XXIV. INDEMNITY

- A. CONSULTANT shall defend, indemnify and hold the PORT harmless from all losses to the extent caused, or alleged to be caused, by any negligent act or omission of CONSULTANT. This obligation of indemnity does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the PORT. CONSULTANT'S indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the PORT, whether direct, indirect, consequential, and specifically including (but not limited to) attorneys' and CONSULTANT'S fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.
- B. In any and all claims against the PORT by any employee of CONSULTANT, the indemnification obligations set forth above 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). To the extent necessary to effectuate such indemnity, CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.
- C. 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.
- D. For purposes of this provision 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.

XXV. REPRESENTATIONS AND STANDARD OF CARE

A. CONSULTANT represents that:

1. CONSULTANT shall perform its services with that degree of care and skill ordinarily exercised by professional consultants practicing in the same discipline and claiming a similar degree of specialization and/or expertise;
2. any errors or omissions in its deliverables shall be promptly corrected or revised without additional compensation; and
3. CONSULTANT warrants that all deliverables or Work Product shall be the original work of CONSULTANT and CONSULTANT has the ability to transfer clear title and Intellectual Property Rights for such deliverables to the PORT.

- B. The PORT shall have the right to deduct from any payments due CONSULTANT any costs or damages incurred by the PORT, or which may be incurred by the PORT, as a result of the CONSULTANT'S failure to comply with the terms of this Agreement or failure to meet the professional standard of care.

XXVI. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to perform all services and its obligations under this Agreement in compliance with all applicable local, state, and federal laws.

XXVII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington, excluding its choice of law rules. Venue for any action between the PORT and CONSULTANT, arising out of or in connection with this Agreement, shall be in the state or federal courts in King County, Washington.

XXVIII. NO THIRD-PARTY BENEFICIARY

The PORT and the CONSULTANT enter into this Agreement for the sole benefit of the two parties in exclusion of any other party, and no third-party beneficiary is intended or created by execution of this Agreement. Nothing in this Agreement is intended to and/or shall be construed to give any rights or benefits to any subconsultant, individual, company, and/or firm other than the PORT and the CONSULTANT.

XXIX. ORDER OF PRECEDENCE

The provisions of this Agreement are complementary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Amendments
- B. Supplemental Conditions
- C. Service Agreement Terms and Conditions
- D. Service Directives, as modified
- E. Scope of Work
- F. Fee Schedule
- G. Diversity in Contracting Inclusion Plan
- H. Additional attachments

In the event of a conflict between provisions of this Agreement and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the services or work product provided under this Agreement or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern.

XXX. WAIVER

Failure at any time of the PORT to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the PORT to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

XXXI. SURVIVORSHIP

The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

XXXII. CONSULTANT IDENTIFICATION, ACCESS CONTROL, AND SECURITY REQUIREMENTS

- A. A portion of this Agreement requires work to be performed within an area of the Airport controlled for security reasons. All CONSULTANT personnel working in restricted areas (including Airport Office Building; AOA, Secured, SIDA and Sterile areas) on this Agreement shall have PORT airport-issued identification / access badges in accordance with Title 49, Code of Federal Regulations (CFR), Part 1540/1542 and the Airport Security Plan. Consultants should consider the impact of acquiring badges when preparing their cost proposals.
- B. Failure to comply with TSA rules and the Airport Security Plan may result in up to an \$11,000 fine from the TSA. Fines assessed by the TSA against a Consultant, a Consultant's employee, or Subconsultant will be paid by the CONSULTANT. See the following: 1) Title 49; and 2) <http://www.portseattle.org/Employee-Services/>
- C. Obtaining an ID Badge (each applicant):
 - 1. Submit a properly completed Identification/Access badge application, Disqualifying Crimes Statement and Privacy Act Notice for each employee requiring access to restricted areas.
 - 2. Applicants must go to the Credential Center with their completed badge application, badge fees (if applicable), and two forms of identification. One must be government issued PROOF OF CITIZENSHIP. For a list of acceptable documentation, please refer to: <http://www.portseattle.org/Employee-Services/>
 - 3. When applications are completed and required documentation has been supplied, the applicant will be fingerprinted in accordance with Title 49, CFR, Part 1542.209. Each applicant will also be submitted for a Security Threat Assessment.
 - 4. Companies will be notified by the Credential Center when their employees have been cleared. They may then return to the Credential Center to pick up their ID badges.
- D. All identification/access badges issued by the PORT are the property of the PORT and must be immediately returned under the following conditions:
 - 1. Upon expiration;
 - 2. Upon separation of employment (for any reason);
 - 3. When job function no longer requires a PORT airport-issued identification/access badge;
 - 4. Upon demand by the PORT;
 - 5. If convicted of, or found not guilty by reason of insanity of one of the crimes listed in Title 49, CFR, Part 1542.209 (d). A complete list is on the back of the Fingerprint Application.
- E. Additional information and forms associated with badging, custom bond seals and security access and key requests can be found here: <http://www.portseattle.org/Employee-Services/>

XXXIII. SAFETY

CONSULTANT shall be responsible for employing adequate safety measures and taking all action 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 areas of safety that pertain to the project and the complete scope of work.

XXXIV. USE OF PORT EQUIPMENT

- A. The PORT may, in the course of CONSULTANT's performance of the services, agree to make available to CONSULTANT PORT-owned or PORT-leased equipment to carry out the terms of the Agreement. The PORT makes no warranties, express or implied, as to any matter whatsoever related to such equipment, including without limitation, the condition of the equipment, its design, its capacity, its performance, its material, its workmanship, or its fitness for any particular purpose. The PORT further disclaims any liability whatsoever for loss, damage, or injury to CONSULTANT or third parties arising from the use (or misuse) of the equipment or any defects, latent or otherwise, in the equipment. CONSULTANT shall, at its sole cost and expense, be responsible for any required or advisable training (including, but not limited to, safety training) necessary for the safe and proper use of the equipment by CONSULTANT. Nothing the PORT may do, or fail to do, with respect to safety shall relieve CONSULTANT of this responsibility.
- B. CONSULTANT agrees that CONSULTANT's duty of indemnity under Section XXIV.A shall apply to any losses arising out of, connected with, or resulting from CONSULTANT's access to and use of the equipment and that CONSULTANT's duty of indemnity specifically extends to all loss and/or damage to the equipment arising from CONSULTANT's access to and use of the equipment. Without limiting the generality of the foregoing, CONSULTANT recognizes and agrees that these obligations include any and all liability for injury, disability, and death of workmen and other persons caused by the operation, use, control, handling, and transportation of the equipment. Absolutely nothing the PORT may say or do in the course of allowing CONSULTANT to use PORT-

owned or PORT-leased equipment shall be construed as waiving the CONSULTANT's responsibility for damage to, or liability arising out of the use of the equipment.

- C. Except as to any subconsultant for whom CONSULTANT assumes all of the responsibilities set forth in this section, CONSULTANT shall not loan, license, permit the use of, or give the equipment to any other person without prior written consent of the project manager for the PORT as designated in this Agreement.

XXXV. RESERVED

XXXVI. 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 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 changed, modified, waived, 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. The provisions of this Agreement are intended to be severable. If any provision is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remaining provisions of this Agreement.

This Agreement may be executed in counterparts, which may be transmitted via facsimile or email, each of which shall constitute an original, and all of which will be deemed a single document. Signature of an email or facsimile copy of this Agreement, and transmission of a signature page by email or facsimile, shall bind the signing party to the same degree as delivery of a signed original.

PORT OF SEATTLE**TBD**

CONSULTANT certifies to the best of its knowledge that it is not presently disbarred or suspended from any federal department or agency transactions. CONSULTANT also declares they are not a previous PORT Employee.

Consultant warrants that they and their subconsultants are not Russian Federation-based entities, and that they will comply with the Port of Seattle's Proclamation dated March 8, 2022 linked herein [Proclamation March 08 2022](#)

By signing this agreement, CONSULTANT represents it complies with these requirements.

Authorized Signature

Authorized Signature

(Print or Type Name and Title of Signer)

(Print or Type Name and Title of Signer)

Date _____

Date _____

Address: Attn: Matt Macomber
17900 Int'l Blvd, #402
Seattle, WA 98188-4232
Phone: (206) 724-1970
Email: Macomber.m@portseattle.org

Address: _____

Phone: ()
Email: _____

Attachments:

- ☐ Attachment A – Scope of Work
- ☐ Attachment A-1 – Schedule of Design Milestone Deliverables
- ☐ Attachment B – Fee Schedule
- ☐ Attachment B-1 – High-Level Level of Effort
- ☐ Attachment B-2 – Other Direct Costs
- ☐ Attachment C – Company Information
- ☐ Attachment D – Diversity in Contracting Inclusion Plan
- ☐ Attachment E – Title VI Provisions
- ☐ Attachment F – Consultant Ethics and Conflict of Interest, CC-2
- ☐ Attachment G – Third Party User Access Policy, CC-7a
- ☐ Attachment H – Contracted Worker Guidance, EX-10

Taxpayer Identification Number ("TIN"):**TBD****Washington State Unified Business Identifier ("UBI") Number:****TBD****State Worker Compensation Account Number:****TBD**

ATTACHMENT A
SCOPE OF WORK
To be Inserted at Contract Execution

ATTACHMENT A-1 SCHEDULE OF DESIGN MILESTONE DELIVERABLES

The Aviation Design and System standards are to be followed; please see the current standards at the following link: [Design Standards and Guidelines | Port of Seattle \(portseattle.org\)](https://portseattle.org/design-standards-and-guidelines). Designers are to follow the Aviation discipline specific standards. Deviation from standards must be discussed at the discipline specific design review meeting, where exceptions to standards can be documented. There is an order of precedence in the design for Standards and Guide Specs. Standards take precedence over Guide Specs, as elements in this document may lag standards. All guide specs must be updated to reflect the current standards, deliverables must follow Aviation Design Standards.

Please note that the milestone deliverables listed are intended as a reference to estimate overall level of effort for the Service Agreement. Specific deliverable requirements will be outlined in the applicable Service Directives issued at applicable design phases.

DESIGN DEVELOPMENT-30% Deliverables

General - Design Development - 30%

1. Cover Sheet

- a. Cover Sheets for each Volume in SET

2. Drawing Index

- a. Indexes for each Discipline in SET

3. General Notes

4. General Legend and Symbols

5. General Abbreviations

6. Airfield Site Plan and Safety Notes

- a. Work area locations in context of entire airfield
- b. General airfield safety notes covering operating conditions, work hours, height restrictions, on-airfield material and vehicle storage requirements/prohibitions, safety and object free area definitions, and other safety requirements for working on airfield

7. Haul Route Plan

- a. Overview of contractor haul routes, AOA gate access points for each work area, restrictions covering vehicles on airfield, sweeping requirements, and construction crossing flagging of operational surfaces
- b. Locations of contractor laydown, staging and office locations in airfield context

8. Laydown and Staging Area Plan(s)

- a. Plan view detailing special usage requirements for laydown, staging, or storage areas (e.g., stormwater management, track-out, utility connections, height restrictions, restoration, etc.)

9. Operational and Construction Phasing Drawings

- a. Plan view indicating all operational modifications and safety provisions to perform construction on active airfield
- b. Temporary marking and marking removal, barricade lines, airfield sign modifications, lighted-X's, reflectors and other safety equipment
- c. Aircraft wingtip, safety area, and object free area limits, and aircraft size restrictions
- d. Work area limits, pull back area limits and requirements, closure restrictions
- e. Contractor haul route and flagging
- f. Site material and equipment storage requirements/restrictions

10. Safety Provisions and Phasing Details

11. Federal Aviation Administration (FAA) 7460 Surfaces

- a. Project Diagrams and Site Section - identify potential conflicts with protected FAA airfield and airspace surfaces as well as potential FAA NAVAID and radar coverage issues.

12. Specifications – List of Port and FAA specifications covering operational safety and phasing

Civil Design Development - 30%

- 1. Civil Abbreviations and Legends**
- 2. Site Demolition Plan**
- 3. Horizontal Layout Plan**
 - a. Runways, Taxiways, Taxilanes, and Vehicle Service Roads
 - b. Applicable FAA Safety Areas, Object Free Areas, Critical Areas, or Protected Surface boundaries
 - c. Dimensions and off-sets from major structures identified (e.g., buildings, shelters, light poles, NAVAIDs)
- 4. Civil Utility Plan** (Storm Drainage, Industrial Waste System, Waterlines, Sanitary Sewer)
 - a. Plan view with alignment, horizontal control, major structures/appurtenances, and connections to existing utilities identified
- 5. Grading and Paving Plan**
 - a. Limits of paved/unpaved areas
 - b. Pavement types, thickness, and limits identified
 - c. Existing and proposed contours
 - d. Major utility structures and appurtenances identified (e.g., catch basins, electrical vault lids, buildings, shelters, light poles, fencing, NAVAIDs)
 - e. Retaining walls, curbs, and other grade control structures
- 6. Conceptual Elevations, Cross-Sections and Vertical Profiles**
 - a. Elevation views of site and buildings/structures
 - b. Typical cross-sections of runways, taxiways, taxilanes, aprons, roadways, and infield areas with relevant safety, object free area boundaries and offsets depicted
- 7. Specifications** – List of Port and FAA technical specifications covering civil construction

Structural Design Development - 30%

- 1. Structural General Notes Symbols, Abbreviations-** including specification of building codes, live and dead loads, seismic criteria, wind criteria, and other loading criteria. Load maps and diagrams shall be included.
- 2. Demolition Plans**
- 3. Foundation Plans-** including foundation system type, location, and schedule
- 4. Framing Plans-** all floors and roof
 - a. Beam and girder sizes, spacing and materials, with schedules if appropriate
 - b. Column sizes, with schedules if appropriate
 - c. Slab openings with dimensions
 - d. MEP large openings
 - e. Slab thickness and overall depth
 - f. Top of Slab elevations in coordination with architectural Finished Floor elevations
 - g. Non-typical framing schemes, if required
- 5. Major Framing Detail Configurations-** including typical details
- 6. Elevations**
 - a. Lateral system walls and frames, including type, size, and materials
 - b. Trusses and plate girders
 - c. Sign support structures
 - d. Other significant structures
- 7. Major Elevation Detail Configurations-** including typical details for lateral system connections and truss connections.

Specifications- List of Specifications. E-Specs tied to CAD/BIM model if used

Electrical and Communications Design Development - 30%

- 1. Electrical Abbreviations and Legends**
- 2. Electrical Demolition Plan**
- 3. Electrical, Lighting and Communications Plans**

- a. Approximate locations of power, lighting, and communications ductbanks, conduits, handholes and vaults
 - b. Approximate locations for airfield in-pavement lighting routes and lighted signs
 - c. Approximate locations for light poles or other ramp lighting
 - d. Identification of points of connection, transformers, switch gears, panels, etc.
- 4. Control System Plans**
- a. Prepare conceptual drawings and documents to reflect the existing conditions and proposed system architecture for the new SCADA configuration
 - b. Preliminary network diagram depicting the overall SCADA system architecture
 - c. Preliminary plan drawings showing spatial layout of control panels and conceptual locations for controls fiber conduit runs
 - d. Conceptual locations for all new points of connection and control hardware
 - e. Preliminary list of all PLC inputs and outputs for the IWTP system, including the proposed pre-treatment system
 - f. Preliminary list of all proposed existing equipment to remain and new equipment to be installed
 - g. Basic controls narrative describing the parameters used in programmed decision-making, not including formulas and parameter values, by panel/subsystem
 - h. Preliminary list of alarms by panel/subsystem
 - i. Preliminary recommendations for hardware and software
 - j. Preliminary narrative on programming needs
- 5. Transformers, switchgear, panel equipment**
- 6. Network/communication cabinets and equipment**
- 7. Airfield lighting vault, electrical room plans**
- 8. Specifications** – List of Port and FAA technical specifications covering electrical construction

Architectural - Design Development - 30%

- 1. Architectural Elevation Drawings**
- 2. Architectural Section / Wall Section Drawings**
- 3. Architectural Large-Scale View Drawings**
- 4. Architectural Detail View Drawings**
- 5. Drawing schedules and diagrams**
- 6. Architectural Specifications**

Landscape - Design Development - 30%

- 7. Conceptual Landscape Demo Plan**
- 8. Planting layout and limits**
- 9. Schematic Sections and Details**

Mechanical - Design Development - 30%

- 1. Cover Sheet**
 - a. Cover Sheets for each Volume in SET
- 2. Drawing Index**
 - a. Indexes for each Discipline in SET-complete list of drawings in full CD set with indication which drawings are included in 30% Design.
- 1. Site plans including points of connection for infrastructure**
- 2. Phasing/Staging/Sequencing Drawings**, including Temporary Work Plans
- 3. Demolition plans if required**
- 4. Symbols, Abbreviations and Notes sheet**
- 5. Overall Plan requirements:** Overall Plans (demolition, Floor and Roof), Sector Plans for all areas and enlarged plans for special areas. Information includes:
 - i. Structural grids dimensioned and with POS approved alphanumeric identification.
 - ii. Mechanical rooms with equipment layout and minimum spatial requirements indicated.
 - iii. HVAC zoning and major duct infrastructure layout
 - iv. Major HVAC equipment layout including roof mounted equipment

- v. All building cores and mechanical shafts for risers.
 - vi. Doors and rooms located and numbered
 - vii. Room names and POS approved numbers.
 - viii. Key Plan on each plan sheet.
 - ix. All building section cuts shown and exterior elevation call-outs
 - x. Seismic joints located
 - xi. FFE layouts on floor plans.
- 2. Enlarged Plans (1/4" per foot)**
- a. As necessary for design.
- 3. Reflected Ceiling Plans for Diffuser layout**
- a. Information to include:
 - i. HVAC Grilles and diffuser locations for coordination
 - ii. Fire Sprinkler heads
 - iii. Ceiling key materials.
 - iv. Ceiling heights in all spaces
 - v. Lighting layout shown for coordination
 - vi. Soffits, coves and diffuser requirements for them
- 4. Exterior Building Elevations**
- a. Information to include:
 - i. Exterior HVAC requirements including intakes and exhaust.
 - ii. Exterior connections (PC Air, buried ducts, hydronics)
 - iii. Show dimensioned grid lines and grid bubble tags in both horiz. and vert. axis (related to building datum).
 - iv. Overall vertical Building and floor heights building datum elevations
 - v. Building setbacks, building profiles with overall dimensions.
 - vi. Grade relationship at exterior wall
- 5. Building and Wall Sections**
- a. Overall longitudinal, transverse and partial cross-sections at major conditions showing major interior spaces and volumes with critical floor to floor heights. Indicate ceiling plenum or chase space required for HVAC and no-fly zone for BHS.
 - b. Large scale Exterior and Interior wall sections, full height to indicate basic building configuration showing:
 - i. Structural Framing w/ fireproofing thickness shown
 - ii. Major HVAC risers and mains
 - iii. BHS conveyors relating to HVAC layout
 - iv. Vertical control dimensions
 - v. Keyed materials (with E-Spec reference codes)
- 6. Interior Elevations**
- a. Show elevations of all walls in all spaces (at least blocked out)
 - b. Show ceiling lines and finish floor elevations
 - c. Show other wall mounted devices such as tstats, DDC control panel, smoke control panel, VFD's, etc
 - d. Call out all materials (with E-Spec reference codes)
- 7. Smoke Control and HVAC Riser Diagrams**-all applicable all applicable zones and levels
- 8. Specifications**-Draft-w/marked up Port specifications where used. E-Specs tied to CAD/CAD/BIM model.

NOTE that Divisions 0 and 1 Specifications will typically be prepared and reviewed by the Port by 30% Design.

Design Reports, Analysis, Calculations, Cost and Schedule – 30%

(specific contents as specified in Service Directive Agreement – not all Airfield Projects will require accompanying reports)

1. Basis of Design Report, including:**

- a. Project Description and Background
- b. Renderings and Sketches-*may include multiple concepts*
- c. Descriptions of Design Concepts documented, including decision analysis to select preferred Concept
- d. Preliminary calculations
- a. Code, Standard, and Permit Analysis and Review, including list of all applicable codes, standards and permits required
- e. Review of all applicable Port, Local, County, State and Utility As-built drawings and records.
- f. Identification of features and limits to be included with the Port's base map survey.
- g. Draft Phasing, Staging, and Sequencing, and/or Operational Phasing Drawings
- h. Verification report of compliance with STIA and FAA criteria and standards

Additional Reports/Analysis listed below may be listed as a separate document to support design as indicated in the Service Directive agreement.

2. Construction Safety and Phasing Plan (CSPP)

- a. Narrative prepared in accordance with FAA AC 150/ 5370-2, *Operational Safety on Airports During Construction* identifying all aspects of the construction project that pose a potential safety hazard to airport operations and outlining respective mitigation procedures for each hazard.
- b. Supporting exhibits, including Haul Routes, Staging and Laydown Areas, Sequencing, Operational Phasing, and Jet-blast Analysis Drawings

3. Safety Risk Analysis Summary

- a. Safety Risk Analysis Meeting Summary
- b. Hazard Identification and Mitigations
- c. Data necessary for safety analysis
- d. Incursion data or known FAA "Hot Spot" data

4. Airfield Layout Concept

- a. Proposed changes to airfield layout geometry and/or STIA *Signage and Marking Plan*
- b. Summary of FAA Aircraft Design Group and Taxiway Design Group capability
- c. Supporting exhibits of aircraft and vehicle movement simulations
- d. Identification of impacts or changes to STIA Surface Movement Guidance & Control System (SMGCS)
- e. Identification of existing and any proposed Modifications to FAA Design Standards in AC 150/5300-13, *Airport Design*
- f. Identification of potential alterations to FAA approved STIA Airfield Layout Plan (ALP) as identified in FAA AC 150/5070-6, *Airport Master Plans*

5. Construction Cost Estimate and Schedule

- a. Update to the Construction Cost Estimate from Schematic Design
 - List of VE Items, cost Savings Measures to maintain Budget
 - Property acquisition appraisals (as required)
- b. Update to the schedule from schematic design

6. Risk Analysis

- a. Provide an updated Risk Matrix identifying Known and Unknown Risks that may impact Cost or Schedule
- b. Provide an updated Risk Mitigation Plan to help Manage Overall Risk

7. Other:

- a. Design Quality Management Plan (DQMP) updated-all disciplines
- b. Service Directive Design Checklist-completed QA/QC review checklist signed by responsible party
- c. Service Directive Coordination Checklists-signed cross discipline coordination checklists
- d. Verification report of compliance with Port F&I Civil, Electrical and Mechanical Systems Standards, and FAA Design and Construction Standards

- e. Port Discipline Review approvals and PDFs
- f. Catalog cuts for non-standard items, including Sole Source Waiver or multiple options
- g. Assigned asset ID numbers and submit Computerized Maintenance Management System (CMMS) Data Form submitted at 90%. CMMS form shall be indicated on construction documents and submitted in MS Excel format.
- h. Native files – Revit CAD/BIM Models, AutoCAD, and Civil 3D in accordance with Standards

** Note that all Discipline BOD's are to be combined into one report with separate chapters for each Discipline

CONSTRUCTION DOCUMENTS – 60%, 90% and 100% Deliverables

60 % Construction Documents Deliverables-will consist of all the items listed below. Additionally, all Stakeholder and other review comments from prior deliverables will have been resolved and incorporated. A list of all deferred submittals will be listed in the plan index for final Plan continuity up to and including As-Built record plans.

90% Construction Documents Deliverables-will consist of all the 60% deliverable items plus further detailing as listed below. Additionally, all Stakeholder and other review comments from prior deliverables will have been resolved and incorporated. Plans will be complete and ready for ABD and AFD Plan Check submittal in accordance with POS requirements, including signed COPS form, which verifies that all Port requirements have been met and all Comments resolved. **NOTE** that Divisions 0 and 1 Specifications will typically be prepared/ reviewed by the Port by 30% DD for GC/CM and DB delivery and by 90% CD for Design, Bid, Build Delivery methods. Technical Specs will be reviewed by Port CPO for compliance with sole source policy and open bidding requirements.

100% Construction Documents Deliverables-will consist of all the items listed below plus all final detailing. Additionally, all Stakeholder and other review comments from 90% CD deliverables will have been resolved and incorporated. Plans will be complete and have received ABD permit approval and have been processed and verified by Port CPO for Bidding as appropriate.

General – Construction Documents - 60%, 90%, and 100%

1. Cover Sheet

- a. Cover Sheets for each Volume in SET

2. Drawing Index

- a. Indexes for each Discipline in SET

3. General Notes

- a. General notes

4. General Legend and Symbols

5. General Abbreviations

6. Airfield Site Plan and Safety Notes

- a. Work area locations in context of entire airfield
- b. General airfield safety notes covering operating conditions, work hours, height restrictions, on-airfield material and vehicle storage requirements/prohibitions, safety and object free area definitions, and other safety requirements for working on airfield

7. Haul Route Plan

- a. Overview of contractor haul routes, AOA gate access points for each work area, restrictions covering vehicles on airfield, sweeping requirements, and construction crossing flagging of operational surfaces
- b. Locations of contractor laydown, staging and office locations in airfield context

8. Laydown and Staging Area Plan(s)

- a. Plan view detailing special usage requirements for laydown, staging, or storage areas (e.g., stormwater management, track-out, utility connections, height restrictions, restoration, etc.)

9. Operational and Construction Phasing Drawings

- a. Plan view indicating all operational modifications and safety provisions to perform construction on active airfield
- b. Temporary marking and marking removal, barricade lines, airfield sign modifications, lighted-X's, reflectors and other safety equipment
- c. Aircraft wingtip, safety area, and object free area limits, and aircraft size restrictions
- d. Work area limits, pull back area limits and requirements, closure restrictions
- e. Scheduling, sequencing, allowable work days and work hours
- f. Contractor haul route and flagging
- g. Site material end equipment storage requirements/restrictions

10. Safety Provisions and Phasing Details

11. Federal Aviation Administration (FAA) 7460 Surfaces

- a. Project Diagrams and Site Section - identify potential conflicts with protected FAA airfield and airspace surfaces as well as potential FAA NAVAID and radar coverage issues.

12. Specifications – Port and FAA specifications covering operational safety and phasing

Civil Construction Documents – 60%, 90%, and 100%

1. Civil Abbreviations and Legends

2. Temporary Erosion and Sedimentation Control Plan

- a. Erosion and sedimentation control measures
- b. Temporary bypass pumping and piping
- c. Construction stormwater management and treatment

3. Temporary Erosion and Sedimentation Control Details

4. Site Demolition Plan

- a. Pavement demolition types, sections and limits
- b. Utility demolition types, sizes and limits
- c. Capping, plugging and abandonment locations identified
- d. Structure demolition

5. Demolition Details

- a. Existing conditions details
- b. Existing pavement sections
- c. Utility abandonment and capping details

6. Horizontal Layout Plan

- a. Runways, Taxiways, Taxilanes, and Vehicle Service Roads
- b. Applicable FAA Safety Areas, Object Free Areas, Critical Areas, or Protected Surface boundaries
- c. Dimensions and off-sets from major structures identified (e.g., buildings, shelters, light poles, NAVAIDs)

7. Civil Utility Plan (Storm Drainage, Industrial Waste System, Waterlines, Sanitary Sewer)

- a. Plan view with alignment and horizontal control
- b. Types and locations of ALL structures, surface features and appurtenances identified
- c. ALL bends, tees, fitting locations identified
- d. Adjustments and modifications to existing structures identified

8. Civil Utility Profiles (Storm Drainage, Industrial Waste System, Waterlines, Sanitary Sewer)

- a. Vertical alignment, existing/proposed ground-over grades, and vertical control
- b. ALL structures, surface features and appurtenances identified
- c. ALL bends, tees, fitting locations identified
- d. BOTH major and minor utility crossings identified
- e. Elevation and at structures (pipe inverts, rim elevations, etc.)
- f. Structure types (e.g., Aircraft Rated) and size (e.g., 60-inch dia.) identified

9. Civil Utility Details and Schedules

- a. Trenching and utility locates
- b. All manhole, catch basin, channel drain, and cleanout structures
- c. Pipe outlet, valves and flow control structures

- d. Structure adjustment and modifications
 - e. Culverts
 - f. Waterline hydrants, valves and other appurtenances
 - g. Joint restraint and blocking details
- 10. Grading Plan**
- a. Limits of paved/unpaved areas
 - b. Existing and proposed contours
 - c. ALL Utility structures and appurtenances, airfield lighting and signage identified (e.g., catch basins, electrical vault lids, swales, outlets)
 - d. ALL Structures identified (e.g., buildings, shelters, light poles, fencing, bollards, NAVAIDs)
 - e. Retaining walls, curbs, and grade control structures
- 11. Elevations, Cross-Sections and Vertical Profiles**
- a. Elevation views of site and buildings/structures
 - b. Cross-sections of runways, taxiways, taxilanes, aprons, roadways, and infield areas with relevant safety, object free area boundaries and offsets depicted
 - c. Vertical profiles of runways, taxiways, taxilanes, aprons, roadways, infield areas
 - d. Grading details
 - e. Retaining walls, curbs, and grade control structures
- 12. Paving Plan**
- a. Pavement types and limits identified
 - b. PCC/PCC and PCC/AC joint layout
 - c. ALL Utility structures and appurtenances, airfield lighting and signage, and other surface features identified
 - d. ALL Structures identified (e.g., buildings, shelters, light poles, bollards, fencing, NAVAIDs)
 - e. Pavement reinforcement locations identified
- 13. Paving Details and Sections**
- a. Reinforcement
 - b. Pavement sections
 - c. Curb and gutter, sidewalk
- 14. Pavement Joint and Elevation Plan**
- a. Spot elevations at PCC panel corners, PCC/AC edge, grade break-lines, etc.
 - b. Pavement joint types
 - c. Enlarged views
 - d. Joint spacing
 - e. Utility structures and appurtenances, airfield lighting and signage, bollards, building lines, and other surface features identified
- 15. Pavement Joint Details**
- a. Joint types and interfaces
 - b. Dowelling
- 16. Airfield Marking Plan**
- a. Horizontal layout information
 - b. Marking types (e.g., "taxiway centerline marking") in accordance with FAA Advisory Circular 150/5340-1, *Standards for Airport Markings*
 - c. Aircraft Parking Layout
 - d. Passenger Loading Bridge Service limits (if at a contact gate)
 - e. Gate, lead-in, and aircraft nosewheel markings
 - f. Aircraft fleet mix
 - g. Aircraft safety envelope limits
 - h. Location of aircraft servicing equipment and ramp appurtenances
- 17. Airfield Marking Details**
- a. Standard airfield marking details in accordance with FAA Advisory Circular 150/5340-1, *Standards for Airport Markings*

- b. STIA, airline specific and other marking details
- 18. Miscellaneous Airfield Details**
 - a. Bollards, curb stops, ecology blocks
 - b. Fence, gate, wildlife skirt details and sections
 - c. Blast fence
 - d. Pond liners, netting and overflow structures
- 19. Specifications** – Port and FAA technical specifications covering civil construction

Electrical and Communications Construction Documents - 60%

- 1. Electrical Abbreviations and Legends**
- 2. Electrical Phasing Plan**
 - a. Temporary circuiting, “short looping”, conduit and structures, airfield lighting modifications, etc. required to perform work
 - b. Phasing one-line diagram to match phasing plan
- 3. Electrical Phasing Details**
- 4. Electrical Demolition Plan**
- 5. Electrical Demolition Details**
- 6. Electrical, Lighting and Communications Plans**
 - a. Power, lighting, and communications ductbanks, conduits, junction boxes, handholes and vaults
 - b. Airfield in-pavement lighting, lighted signs
 - c. Identification of points of connection, transformers, switch gears, panels, generators, etc.
 - d. Locations for airfield light poles
 - e. Update airport's Standard Airfield Signage Plan
- 7. Ductbank Utility Profiles** (Power, lighting and communication ductbanks w/multiple conduits or a single conduit over 4-inch dia.)
 - a. Vertical alignment, existing/proposed ground-over grades, and vertical control
 - b. Major structures, surface features and appurtenances identified
 - c. Major utility crossings identified
- 8. Electrical/Communications One-Line Diagrams**
- 9. Lighting fixture and handhole/vault schedules**
- 10. Equipment and Raceway Schedules**
- 11. Load Summary**
- 12. Panel Schedules**
- 13. Transformers, switch gear, panel equipment**
- 14. Network/communication cabinets and equipment**
- 15. Airfield lighting vault, electrical room plans**
- 16. Electrical and Communication Details**
 - a. Airfield lighting and signage
 - b. Airfield lighting can/pavement details
 - c. Ductbank and conduit sections
 - d. Grounding and counterpoise
 - e. Structures, handholes and vaults
 - f. Foldouts for electrical and communication structures (handholes and vaults)
 - g. Lighting poles
 - h. Panel and cabinet elevations and details
 - i. Badge reader and gate access equipment
 - j. Telecommunications connectivity diagrams and patch panels
 - k. Structural details for equipment mounting and pads
 - l. Other equipment
- 17. Control System Details**
 - a. Network diagram depicting the overall SCADA system architecture
 - b. Plan drawings showing spatial layout of control panels and conceptual locations for controls fiber conduit runs

- c. Proposed locations for all new points of connection and control hardware
- d. Preliminary list of all PLC inputs and outputs for the IWTP system, including the proposed pre-treatment system
- e. Preliminary list of all proposed existing equipment to remain and new equipment to be installed
- f. Basic controls narrative describing the parameters used in programmed decision-making, not including formulas and parameter values, by panel/subsystem
- g. Preliminary list of alarms by panel/subsystem
- h. Preliminary recommendations for hardware and software
- i. Preliminary narrative on programming needs

18. Specifications – Port and FAA technical specifications covering electrical and communications construction

Electrical and Communications Construction Documents - 90%, 100%

1. Electrical Abbreviations and Legends

2. Electrical Phasing Plan

- a. Temporary circuiting, “short looping”, conduit and structures, airfield lighting modifications, etc. required to perform work
- b. Phasing one-line diagram to match phasing plan

3. Electrical Phasing Details

4. Electrical Demolition Plan

5. Electrical Demolition Details

6. Electrical, Lighting and Communications Plans

- a. Power, lighting, and communications ductbanks, conduits, junction boxes, handholes and vaults
- b. Airfield in-pavement lighting, lighted signs
- c. Identification of points of connection, transformers, switch gears, panels, generators, etc.
- d. Locations for airfield light poles
- e. Circuit and airfield lighting fixtures identified
- f. Update airport's Standard Airfield Signage Plan

7. Ductbank Utility Profiles (Power, lighting and communication ductbanks w/multiple conduits or conduits over 4-inch dia.)

- a. Vertical alignment, existing/proposed ground-over grades, and vertical control
- b. ALL structures, surface features and appurtenances identified
- c. BOTH major and minor utility crossings identified

8. Electrical/Communications One-Line Diagrams

9. Lighting fixture and handhole/vault schedules

10. Equipment and Raceway Schedules

11. Load Summary

12. Panel Schedules

13. Transformers, switch gear, panel equipment

14. Communication cabinet, access control, security and network equipment

15. Airfield lighting vault, electrical room plans

16. Handhole and electrical vault conduit penetration diagrams

17. Electrical and Communication Details

- a. Airfield lighting and signage
- b. Airfield lighting can/pavement details
- c. Ductbank and conduit sections
- d. Grounding and counterpoise
- e. Structures, handholes and vaults
- f. Foldouts for electrical and communication structures (handholes and vaults)
- g. Lighting poles
- h. Panel and cabinet elevations and details
- i. Badge reader and gate access equipment
- j. Telecommunications connectivity diagrams and patch panels

- k. Structural details for equipment mounting and pads
- l. Other equipment

18. Control System Details

- a. Network diagram depicting the overall SCADA system architecture
- b. Plan drawings showing spatial layout of control panels and conceptual locations for controls fiber conduit runs
- c. Locations for all new points of connection and control hardware
- d. List of all PLC inputs and outputs for the IWTP system, including the proposed pre-treatment system
- e. List of all proposed existing equipment to remain and new equipment to be installed
- f. Basic controls narrative describing the parameters used in programmed decision-making, not including formulas and parameter values, by panel/subsystem
- g. List of alarms by panel/subsystem
- h. Recommendations for hardware and software
- i. Narrative on programming architecture
- j. Operations and Maintenance Manual for control system

19. Specifications – Port and FAA technical specifications covering electrical and communications construction

Structural- Construction Documents - 60%, 90%, and 100%

1. Structural General Notes Symbols, Abbreviations

- a. Building codes
- b. Live and dead loads, seismic criteria, wind criteria, and other loading criteria. Load maps and diagrams shall be included.
- c. Seismic Force-Resisting System designation
- d. Special Inspections

2. Demolition Plans

3. Demolition Details

4. Foundation Plans- including foundation system type, location, and schedule

5. Foundation Details

6. Framing Plans- all floors and roof

- a. Beam and girder sizes, spacing and materials, with schedules if appropriate
- b. Column sizes, with schedules if appropriate
- c. Slab openings with dimensions
- d. MEP large openings
- e. Floor penetrations
- f. Slab thickness and overall depth
- g. Top of Slab elevations in coordination with architectural Finished Floor elevations
- h. Non-typical framing schemes, if required
- i. Equipment pads and floor depressions
- j. Slab edge dimensions
- k. Expansion joint locations and dimensions
- l. Seismic joint locations and dimensions

7. Typical Framing Details

8. Non-Typical Framing Details

9. Elevations

- a. Lateral system walls and frames, including type, size, and materials
- b. Trusses and plate girders
- c. Sign support structures
- d. Other significant structures

10. Typical and Non-Typical Lateral System Details

11. Typical and Non-Typical Truss, Plate Girder, Sign Support and Other System Details

12. Slab Perimeter Details- including slab edges, cladding support, seismic joints, expansion joints

- 13. Concrete Wall Sections and Details**
- 14. Stair enlarged plans, sections and details**
- 15. Elevator shaft details-** including rail support and machine support beams
- 16. Miscellaneous Metal-** for toilet partitions, ceiling hung equipment, FIDS support, Signage Pylons and Artwork support
- 17. Non-structural wall, curb, and slab details-** as appropriate to structural discipline
- 18. Electrical and Mechanical Equipment Support detail-** including racks, housekeeping pads, sump pits, etc.
- 19. Piping and Conduit Support Details-** including hangers, seismic bracing, racks, etc.
- 20. Reinforcing, Welding, and Fastener Details**
- 21. Fall Protection Details**
- 22. Window-Washing Support System and Details**
- 23. Architectural Support Details-** including support for fire doors, security wall openings, cabinetry, etc.
- 24. Specifications-** Full Specifications. E-Specs tied to CAD/BIM model if used

Landscape – Design Development Documents - 60%

- 1. Notes, Symbols, Abbreviations**
- 2. Overall Landscape Key Plan**
- 3. Landscape Demo Plan**
- 4. Soil Preparation Plans**
- 5. Materials Plans -** by sectors
- 6. Restoration Plans**
- 7. Planting Plans -** by sectors
- 8. Irrigation Plans -** by sectors
- 9. Specifications**

Landscape - Construction Documents - 90% and 100%

- 1. Notes, Symbols, Abbreviations**
- 2. Overall Landscape Key Plan**
- 3. Landscape Demo Plan**
- 4. Soil Preparation Plans**
- 5. Materials Plans -** by sectors
- 6. Restoration Plans**
- 7. Planting Plans -** by sectors
- 8. Irrigation Plans -** by sectors
- 9. Landscape Sections and Details**
- 10. Planting Details**
- 11. Irrigation Details**
- 12. Specifications -** Draft Full Specifications. E-Specs tied to CAD/BIM model

Architectural - Construction Documents – 60%, 90%, and 100%

- 1. Cover Sheet** (see General section)
- 2. Sheet Index** (see General section)
 - a. List all drawings submitted at this phase
 - b. List all drawings remaining anticipated for 100% CD on Sheet Index Matrix
- 3. Site Plans-Civil or Architectural**
 - a. Show vicinity/Key Maps
 - b. Site Plan showing building and program elements with adjacencies and dimensions
 - c. Site Sections
- 4. Demolition Plans and Details-**as required
- 5. Architectural Plans-all levels, all sectors at 1/8" per foot**
 - a. Overall Plans (demolition, Floor and Roof), Sector Plans for all areas and enlarged plans for special areas. Establish the preliminary room sizes, exterior architectural theme, materials of construction, roof type, etc. Plans adequate for preliminary verification of space requirements,

ingress and egress, materials of construction, as well as general building and fire code requirements. Information includes:

- i. Dimensioned building footprint showing exterior walls (thickness and composition)
- ii. North Arrow and Graphic scale
- iii. Overall and control dimensions, Building Geometry Plans
- iv. Floor slab and level elevations
- v. Structural grids dimensioned and with POS approved alphanumeric identification.
- vi. Mechanical/electrical/telecom rooms with equipment layout and minimum spatial requirements envelope indicated
- vii. All building cores with any equipment layout drawn including-elevators, stairs, utility shafts, etc.
- viii. Horizontal circulation, provisions required to install future moving walkways.
- ix. Internal partitions with types called out
- x. Doors located and numbered
- xi. Functional arrangement of all program spaces.
- xii. Room names and POS approved numbers.
- xiii. Key Plan on each plan sheet.
- xiv. All building section cuts shown and exterior elevation call-outs
- xv. All Plan Details keyed on plans
- xvi. All built-in casework shown and keyed to details and enlarged plans
- xvii. Slab edge and slab openings (dimensioned)
- xviii. Layout of TSA spaces including SSCP.
- xix. Hold Room layouts including seating and podiums.
- xx. FIDS/ BIDS indicated
- xxi. Seismic joints located
- xxii. Vertical drain lines
- xxiii. Floor Finishes and layout (unless shown on separate Floor Finish Plans)
- xxiv. FFE layouts on floor plans with dimensions and notes
- xxv. FEC, PED and misc equipment located
- xxvi. Column covers

6. Waterproofing Plans, including wet area floors and underground

7. Roof Plans, all sectors at 1/8" per foot

- a. Information to include:
 - i. Internal drains and overflow drains
 - ii. Slopes (1/2" per foot min unless otherwise approved)
 - iii. Rooftop enclosures/ Mechanical screens
 - iv. Walkway pads
 - v. Roof Access
 - vi. Skylights
 - vii. Fall restraint systems, window cleaning system
 - viii. Rooftop fans and exposed equipment

8. Enlarged Plans (1/4" per foot)

- a. Restrooms with dimensions
- b. Stairs, Escalators, Elevators with dimensions

9. Reflected Ceiling Plans-Typical bays

- a. Information to include:
 - i. Indications of elevation changes
 - ii. Ceiling key materials. Callouts indicate E-Specs reference codes
 - iii. Ceiling heights in all spaces
 - iv. Lighting layout
 - v. HVAC Grilles and diffuser locations
 - vi. Soffits, coves

- vii. Fire Sprinkler heads and fire alarm devices in Public areas
- viii. Partition relationship
- ix. Hatches and access panels
- x. Seismic joints
- xi. Plenum barriers
- xii. Ceiling mounted equipment-including MEP/FP, Telecom, Life Safety, Security and Signage devices/equip.

10. Exterior Building Elevations

- a. Information to include:
 - i. Full-height elevations including roof structures.
 - ii. Curtain Wall drawings
 - iii. Show dimensioned grid lines and grid bubble tags in both horiz. and vert. axis (related to building datum).
 - iv. Overall vertical Building and floor heights building datum elevations
 - v. Building setbacks, building profiles with overall dimensions.
 - vi. All Exterior materials (labeled with e-spec reference codes)
 - vii. Enlarged Wall section locations shown
 - viii. Exterior louver locations
 - ix. All glass Types identified
 - x. Sun shading devices
 - xi. Gate numbering and VDGS
 - xii. Other devices, conditions or elements attached to the building skin
 - xiii. Note locations of any removable wall sections for large equipment access.
 - xiv. Grade relationship at exterior wall

11. Enlarged Exterior Wall Elevations

- i. Typical Bays
- ii. Each unique area

12. Building and Wall Sections

- a. Overall longitudinal, transverse and partial cross-sections at major conditions showing major interior spaces and volumes with critical floor to floor heights. Indicate ceiling plenum or chase space required for Mechanical, Plumbing, Electrical systems and no-fly zone for BHS.
- b. Large scale Exterior and Interior wall sections, full height to indicate all building configurations showing:
 - i. Structural Framing w/ fireproofing thickness shown
 - ii. Flooring including finishes and Roofing composition
 - iii. Major HVAC ducts, piping, plumbing drain lines, electrical and Telecom conduits/trays
 - iv. BHS conveyors with No-Fly zone indicated
 - v. Appropriate worst case sections that indicate MEPT & BHS all fit
 - vi. Vertical control dimensions
 - vii. Keyed materials (with E-Spec reference codes)
 - viii. Insulation
 - ix. Details keyed
 - x. Waterproofing, foundation drainage indicated
- c. Stair, Escalator and Elevator sections-details keyed.

13. Interior Elevations

- a. Show elevations of all walls in all spaces
- b. Enlarged wall elevations for complicated areas of Interior walls keyed
- c. Show ceiling lines and finish floor elevations
- d. Show all airport amenities such as FIDS, BIDS
- e. Show other wall mounted devices such as FEC's, pull stations, Fire Panel etc
- f. Call out all materials (with E-Spec reference codes)
- g. All details keyed

14. Exterior Details

- a. Curtainwall
- b. Exterior wall panel details
- c. Exterior Maintenance and Window washing systems details
- d. Roofing Details
- e. Exterior stair details
- f. Window and Door details
- g. All details cartooned for full 100% CD set

15. Interior Details

- a. Seismic joint details
- b. Floor, wall and ceiling details
- c. Device mounting details
- d. Casework Details
- e. All details not finalized cartooned for full 100% CD set

16. Partition Types and details

17. Room Finish Schedule

- a. Room Finish Schedule for all rooms

18. Door Schedule

- a. door sizes, types and fire ratings indicated
- b. door details-head, jamb and sill
- c. Hardware groups called out

19. FFE Plans with room layouts and dimensions and FFE tagged to reference to E-Specs codes

20. Specifications-Draft Full Specifications. E-Specs tied to CAD/BIM model

Mechanical - Construction Documents – 60%, 90%, and 100%

1. Cover sheet, index if separate volume

2. Site plans including points of connection for infrastructure

3. Phasing/Staging/Sequencing Drawings, including Temporary Work Plans

4. Demolition plans if required

5. Symbols, Abbreviations and Notes sheet

6. Equipment schedules

7. Overall Plan requirements: Overall Plans (demolition, Floor and Roof), Sector Plans for all areas and enlarged plans for special areas.

a. Mechanical Floor Plans by Sectors including Roof Plans

- i. Building HVAC systems complete layout all floors
- ii. All rooftop equipment including fans
- iii. Smoke Control Systems shown on plans
- iv. Other discipline utilities and conveyors indicated on plans with conflicts highlighted.

b. Information includes:

- i. Structural grids dimensioned and with POS approved alphanumeric identification.
- ii. Mechanical rooms with equipment layout and minimum spatial requirements indicated.
- iii. HVAC zoning and major duct infrastructure layout
- iv. Major HVAC equipment layout including roof mounted equipment
- v. All building cores and mechanical shafts for risers.
- vi. Doors and rooms located and numbered
- vii. Room names and POS approved numbers.
- viii. Key Plan on each plan sheet.
- ix. All building section cuts shown and exterior elevation call-outs
- x. Seismic joints located
- xi. FFE layouts on floor plans.

8. Enlarged Plans (1/4" per foot)

- a. Kitchens, Restrooms, Penthouses, Chases and Mechanical rooms are required at this submittal level. Indicate maintenance access and required clearances.

9. Reflected Ceiling Plans for sprinkler locations

- a. Information to include:
 - i. HVAC Grilles and diffuser locations for coordination
 - ii. Fire Sprinkler heads
 - iii. Ceiling key materials.
 - iv. Ceiling heights in all spaces
 - v. Lighting layout shown for coordination
 - vi. Soffits, coves and diffuser requirements for them

10. Exterior Building Elevations

- a. Information to include:
 - i. Exterior HVAC requirements including intakes and exhaust.
 - ii. Exterior connections (PC Air, buried ducts, hydronics)
 - iii. Show dimensioned grid lines and grid bubble tags in both horiz. and vert. axis (related to building datum).
 - iv. Overall vertical Building and floor heights building datum elevations
 - v. Building setbacks, building profiles with overall dimensions.
 - vi. Grade relationship at exterior wall

11. Building and Wall Sections

- a. Overall longitudinal, transverse and partial cross-sections at major conditions showing major interior spaces and volumes with critical floor to floor heights. Indicate ceiling plenum or chase space required for HVAC and no-fly zone for BHS.
- b. Large scale Exterior and Interior wall sections, full height to indicate basic building configuration showing:
 - i. Structural Framing w/ fireproofing thickness shown
 - ii. Major HVAC risers and mains
 - iii. BHS conveyors relating to HVAC layout
 - iv. Vertical control dimensions
 - v. Keyed materials (with E-Spec reference codes)

12. Interior Elevations

- a. Show elevations of all walls in all spaces (at least blocked out)
- b. Show ceiling lines and finish floor elevations
- c. Show other wall mounted devices such as tstats, DDC control panel, smoke control panel, VFD's, etc
- d. Call out all materials (with E-Spec reference codes)

13. Smoke Control and HVAC Riser Diagrams-all applicable all applicable zones and levels

14. Sequences of operation for HVAC, hydronics, and smoke control as applicable

15. HVAC details:

- a. Duct and pipe risers
- b. Exterior and roof details
- c. Fire/Smoke damper details
- d. Seismic joints
- e. Utilidor details if applicable
- f. Support details
- g. Pipe anchor and expansion details
- h. Standard diffuser details
- i. Pump details if applicable
- j. Smoke control panel details
- k. PC Air details including PLB bridge

16. Specifications-Draft-w/ marked up Port specifications where used. E-Specs tied to CAD/BIM model.

NOTE that Divisions 0 and 1 Specifications will typically be prepared/ reviewed by the Port by 30% design development.

Airfield – Design Reports, Analysis, Calculations, Cost and Schedule – 60%, 90%, and 100%

1. Basis of Design Report, including:**

- a. Project Description and Background
- b. Renderings and Sketches-*may include multiple concepts*
- c. Descriptions of Design Concepts documented, including decision analysis to select preferred Concept, system types, and materials
- d. Final calculations, as specified in applicable Service Directive(s)
- e. Code, Standard, and Permit Analysis and Review, including list of all applicable codes, standards and permits required
- f. Review all applicable Port, Local, County, State and Utility As-built drawings and records.
- g. Identify storm water management requirements
- h. Identification of features and limits to be included with the Port's base map survey.
- i. Draft Phasing, Staging, and Sequencing, and/or Operational Phasing Drawings
- j. Report on verification of existing conditions including any underground utilities
- k. Verification report of compliance with STIA and FAA criteria and standards
- l. Systems Analysis reports-see individual discipline report requirements
- m. Sustainability Analysis Report-including all disciplines

Additional Reports/Analysis listed below may be listed in the BOD or as a separate document to support design as indicated in the Service Directive agreement.

2. Construction Safety and Phasing Plan (CSPP)

- a. Narrative prepared in accordance with FAA AC 150/ 5370-2, *Operational Safety on Airports During Construction* identifying all aspects of the construction project that pose a potential safety hazard to airport operations and outlining respective mitigation procedures for each hazard.
- b. Supporting exhibits, including Haul Routes, Staging and Laydown Areas, Sequencing, Operational Phasing, and Jet-blast Analysis Drawings

3. Safety Risk Analysis Summary

- e. Safety Risk Analysis Meeting Summary
- f. Hazard Identification and Mitigations
- g. Data necessary for safety analysis
- h. Incursion data or known FAA "Hot Spot" data

4. Airfield Layout Concept

- a. Proposed changes to airfield layout geometry and/or STIA *Signage and Marking Plan*
- b. Summary of FAA Aircraft Design Group and Taxiway Design Group capability
- c. Supporting exhibits of aircraft and vehicle movement simulations
- d. Identification of impacts or changes to STIA Surface Movement Guidance & Control System (SMGCS)
- e. Identification of existing and any proposed Modifications to FAA Design Standards in AC 150/5300-13, *Airport Design*
- f. Identification of potential alterations to FAA approved STIA Airfield Layout Plan (ALP) as identified in FAA AC 150/5070-6, *Airport Master Plans*

5. Pavement Design Report

- a. Historical Data and as built list
- b. Maintenance input
- c. Operations analysis and air traffic forecast
- d. Existing surface and subsurface conditions/Primary deterioration
- e. Pavement Design Alternatives (for Aircraft Pavement, designed to FAA AC 150/5320-6, *Airport Pavement Design and Evaluations*, using approved FAA software)
- f. Pavement Life Cycle Cost Analysis and Recommendations

6. Geotechnical Report

- a. Geotechnical information as required to support design of proposed improvements

7. Structural Report

- a. Calculations
- b. Basis for Design-Scope of Work
- c. Systems Analysis, Systems Description
- d. Performance Substantiation
- e. Seismic, Wind and Snow Load Analysis
- f. Seismic Joint Analysis

8. Utility Report

- a. Utility as built drawing list
- b. Description of unknown or missing existing utility data, utility locate and pothole plan for all utility crossings.
- c. Utility pothole report
- d. Utility relocation identified and costs
- e. Franchise/permit process initiated, cost recovery accounts initiated.
- f. Utility property rights verified
- g. Letters of understanding issued to utilities requiring relocation at 90%

9. Hydraulic and/or Hydrologic Report/Analysis

10. Stormwater Site Plan

- a. In accordance with STIA and Department of Ecology Requirements

11. Electrical Report

- a. Calculations/Load Summaries - See F&I Electrical Standards Design Procedures and Design Principles
- b. Energy calculations per WA State Energy Code
- c. Airfield Ramp Lighting Analysis, including existing and required light levels for ramp/apron lighting. (lighting design)
- d. Arc Flash Studies

12. Mechanical Systems Report/Analysis

13. Construction Cost Estimate and Schedule

- a. Update to the Construction Cost Estimate
 - List of VE Items, cost Savings Measures to maintain Budget
 - Property acquisition appraisals (as required)
- b. Update to the schedule

14. Risk Analysis

- a. Provide an updated Risk Matrix identifying Known and Unknown Risks that may impact Cost or Schedule
- b. Provide an updated Risk Mitigation Plan to help Manage Overall Risk

15. Other:

- a. Design Quality Management Plan (DQMP) updated-all disciplines
- b. Service Directive Design Checklist-completed QA/QC review checklist signed by responsible party
- c. Service Directive Coordination Checklists-signed cross discipline coordination checklists
- d. Responses to previous Port review
- e. Verification report of compliance with Port F&I Civil, Electrical and Mechanical Systems Standards, and FAA Design and Construction Standards
- f. Disciplinary Design Review approvals and PDFs
- g. Application for Connection Forms
- h. Catalog cuts for non-standard items, including Sole Source Waiver or multiple options
- i. Assigned asset ID numbers and submit Computerized Maintenance Management System (CMMS) Data Form submitted at 90%. CMMS form shall be indicated on construction documents and submitted in MS Excel format.
- j. Native files – Revit CAD/BIM Models, AutoCAD, and Civil 3D in accordance with Standards

**** Note that all Discipline BOD's are to be combined into one report with separate chapters for each Discipline**

ATTACHMENT B
FEE SCHEDULE (OR MILESTONE SCHEDULE)
To be Inserted at Contract Execution

ATTACHMENT B-1
HIGH-LEVEL LEVEL OF EFFORT
To be Inserted at Contract Execution

ATTACHMENT B-2
OTHER DIRECT COSTS (ODCs)
To be Inserted at Contract Execution

ATTACHMENT C
COMPANY INFORMATION
To be Inserted at Contract Execution

ATTACHMENT D
DIVERSITY IN CONTRACTING INCLUSION PLAN
To be Inserted at Contract Execution

ATTACHMENT E
TITLE VI
NON-DISCRIMINATION AND AFFIRMATIVE ACTION
SUPPLEMENTAL CONDITIONS

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not necessarily limited to:
 - a. withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

5. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
7. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
8. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
11. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT F
CONSULTANT ETHICS AND CONFLICT OF INTEREST

Serving the PORT With Integrity
CC-2 as of 8/16/2011
Original – 1/1/2010 Revisions: 8/16/2011

I. The PORT's Interests Come First

PORT consultants ("Consultants") are expected to serve the PORT with the highest standards of ethical conduct and to avoid situations that create a real or perceived "conflict of interest." Consultants are also expected to conserve and responsibly use the resources that the public has entrusted to the PORT, to act in accordance with applicable laws and professional standards and to conduct business with the PORT in a manner that will reflect positively on the PORT, its employees, its consultants, and the community.

For purposes of this policy:

"Consultant" or "Consultants" refers to any organization or individual that responds to a PORT solicitation or receives compensation directly or indirectly from a Contract with the PORT. The term "Consultant" or "Consultants" includes individuals working for or on behalf of the consulting organization.

"Contract" refers to an agreement for the provision of personal or professional services.

"Financial or Beneficial Interest" is defined to include (a) a creditor, debtor or ownership interest in an amount or value in excess of \$1,500; (b) any employee, consultant, or partnership arrangement; or (c) any option to purchase real or personal property. A Consultant shall be presumed to have knowledge of any Financial or Beneficial Interest held by a Relative.

"Representing Consultant" is a Consultant who is retained to represent, or who gives the appearance of representing, the PORT.

"Relative" is defined to include a Consultant's spouse, domestic partner, parent, child, sibling, aunt, uncle, cousin, niece, nephew, grandparent, grandchild, in-law, and any person with whom the Consultant has a relationship that is substantially equivalent to any of the above.

A "conflict of interest" exists when a Consultant's obligations and commitments to the PORT are, or may be, in conflict with the Consultant's financial or other personal interest, or with the Consultant's obligations or commitments to others. A conflict of interest may exist in a specific Contract, or when the nature of the services to be performed in a specific Contract creates an actual or potential conflict of interest in future work for the PORT. Consultants must ensure that any financial or personal interest, or other business activity, is kept separate from their consulting role at the PORT and does not influence their services to the PORT. Consultants need to use common sense and keep the interests of the PORT in mind at all times. In addition to avoiding actual conflicts of interests, Consultants must avoid situations that could *appear* to be a conflict of interest.

Conflicts of interest are not always obvious or clear. When in doubt, review the situation with the PORT Central Procurement Office representative identified in the solicitation ("CPO Representative") or the PORT project manager identified in the Contract. ("Project Manager"). You may also contact the PORT Workplace Responsibility Officer with any questions about this policy or to review a potential conflict of interest situation or other ethics issue.

II. Real or Perceived Conflicts of Interest

The following are examples of situations in which a Consultant may feel conflicting loyalties between the Consultant's private interests or other business activities and the Consultant's responsibilities and commitments to the PORT.

A. Disclosable Conflicts from Business Relationships

The fact of a disclosable conflict of interest is not in itself a violation of this policy. Instead, it is something that must be disclosed and waived by the PORT.

A conflict of interest may exist when a Consultant performs services for another entity if those services (i) potentially adversely impact the PORT or (ii) require or result in disclosure of confidential information.

A conflict of interest may exist when a Representing Consultant, a Relative, or someone with whom a Representing Consultant has a significant personal relationship, directly or indirectly, owns any significant interest in or operates an organization that competes with the PORT, is doing business with the PORT, or plans to do business with the

PORT. Representing Consultants should, therefore, avoid owning interests in or operating companies that compete with the PORT, other than minimal amounts of stock in publicly traded companies.

A conflict may also arise when a Representing Consultant or a Relative is employed by or represents a regulatory agency with authority over PORT functions.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all potential situations that could present a real or perceived conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the potential conflict was known or should reasonably have been known to the Consultant. The PORT will document the disclosure. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will determine whether the PORT will waive the conflict of interest and/or identify appropriate steps to be taken to avoid or mitigate the conflict of interest. The Consultant shall not execute any contracts or perform any services for the PORT that are related to the actual or perceived conflict of interest unless and until a waiver is granted.

B. Prohibited Conflicts

Prohibited conflicts are a violation of this policy and must be disclosed to the PORT.

No Consultant shall accept, directly or indirectly, any compensation, gratuity, or reward in connection with a contract from any other person beneficially interested therein.

A Consultant shall not participate in any decision-making, review, approval, selection, authorization, or supervisory activity concerning any contract or PORT transaction in which the Consultant or a Relative has a Financial or Beneficial Interest.

A Consultant shall not, directly, or indirectly, ask for or give or receive or agree to receive any compensation, gift, reward, or gratuity from a source outside the PORT for performing, omitting, or deferring the performance of any contractual, legal, or professional obligation relating to the Consultant's consulting role, unless otherwise authorized by law.

A conflict of interest arises when a Consultant is in a position to exploit the Consultant's role or use of PORT resources to advance the Consultant's financial or other business or personal interests. Consultants must 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 because of the Consultant's engagement with the PORT.

Consultants shall not use their consulting role to secure special privileges or exemptions for themselves or a Relative. This includes obtaining any items or services at below market rates or confidential information from PORT customers, suppliers, contractors, consultants, or lessees (or potential customers, suppliers, contractors, consultants, or lessees) or other Consultants. It also includes a Consultant using his or her engagement with the PORT to help a Relative get a job offer from the PORT or obtain a job offer from a PORT business partner.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all situations that potentially or actually constitute a prohibited conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the prohibited conflict was known or should reasonably have been known to the Consultant.

III. Use of PORT Equipment

Consultants are expected to use PORT-owned property and equipment for official PORT business related to an existing Contract. Consultants may not use PORT owned property or equipment for any other business purpose.

A Consultant shall not take or use PORT-owned property and equipment for personal purposes, convenience, or profit. This includes, but is not limited to, taking, or using PORT vehicles, shop tools, fax machines, copiers, postage, office supplies, cameras, smartphones, and laptops. It is not a violation of this policy for a Consultant to engage in de minimis or incidental personal use of such property or equipment while at the PORT workplace.

When using PORT electronic systems and social media, Consultants must comply with the PORT's Electronic Systems and Social Media policies, which are posted on the PORT's public web site.

IV. Safeguarding Confidential Information

A Consultant shall not use or disclose confidential information to third parties, unless authorized by the PORT in writing. "Confidential Information" includes, without limitation, any information in any form that the PORT considers to be confidential and proprietary and is not publicly available. A Consultant shall not use Confidential Information for the benefit of the Consultant or a Relative. A Consultant shall not use or disclose Confidential Information in any manner

that is detrimental to the PORT, regardless of whether the use or disclosure results in any benefit to the Consultant or Relative.

A. Employment

A Consultant shall disclose an offer of employment or receipt of compensation from an Employer if the Consultant knows, has reason to believe, or the circumstances would lead a reasonable person to believe, that the offer of employment or compensation was intended, in whole or in part, directly or indirectly, to influence the Consultant or as compensation or reward for the performance or nonperformance of a duty by the Consultant during his/her PORT engagement. For purposes of this policy, "Employer" means any person, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit.

V. Expectations of Former Consultants

For purposes of this policy, "Termination" of PORT engagement is defined as the latest date on which the Consultant provided services on a Contract or, in the case of a retainer, was paid for services.

A. Disclosure Requirements

For one (1) year after Termination of a PORT engagement, a Former Consultant must disclose the Former Consultant's past PORT engagement to the PORT before participating in any PORT business or activity and must also disclose the Former Consultant's past PORT engagement before participating in any proceeding before the Commission. The disclosure shall be made in writing to the CPO Representative or Project Manager and/or the Commission President.

B. Special Consideration Prohibited

A Former Consultant shall not request or otherwise seek special consideration, treatment or advantage from other PORT staff or PORT Commissioners. A Former Consultant shall avoid circumstances in which it might appear to a reasonable person that the Former Consultant requesting or otherwise seeking or receiving special consideration, treatment or advantage from other PORT staff or PORT Commissioners.

C. Appearances Before Commission

For one (1) year after Termination of PORT engagement, a Former Consultant may not appear before the PORT Commission on behalf of another individual or entity, whether or not for compensation of any kind, in relation to any matter, issue, contract, case, proceeding, application or matter in which such Former Consultant participated in a decision-making, negotiation, review, selection, supervisory or other significant activity.

By way of limited exception, the Commission may waive this provision if so, requested by a Former Consultant and after public discussion and a finding by the Commission that the public or the PORT's interests would be better served. The Former Consultant must seek application to participate in the proceeding at least 14 days in advance of the Commission meeting. Such application shall be submitted in writing to the Central Procurement Office identifying all facts and the rationale for the appearance.

D. Participation in Contracts with the PORT

A Former Consultant may not participate as a competitor in any competitive selection process or have a direct or indirect Financial or Beneficial Interest in any agreement, contract, concession, or lease that was made by, authorized, or funded by PORT action in which the Former Consultant participated in a decision-making, negotiation, review, preparation, selection, supervisory or other significant activity.

After one (1) year following Termination of a Former Consultant's PORT engagement, the PORT may waive this provision at its sole discretion. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will make this determination. The waiver shall be in writing and identify all facts and the rationale for the waiver. The waiver shall be granted prior to a Former Consultant participating in a competitive selection process or obtaining a Financial or Beneficial Interest.

VI. Reporting Other Potential Violations

Consultants should report potential conflicts of interest, financial or otherwise, of any PORT employee or other Consultant who is in a position to influence the selection, non-selection, or conduct of business between the PORT and any entity. Reports should be made to the PORT Workplace Responsibility Helpline (206-787-4357) or the Ethics & Compliance Hotline (1-877-571-5237). Consultants will not be retaliated against for reporting good faith concerns or potential violations of this policy.

For further information about this policy, please contact the PORT Workplace Responsibility Helpline.

ATTACHMENT G

Third-Party User Access Policy

CC-7a

Third-Party User Access Policy for Access to Port of Seattle Technology Information Systems & Services

Original March 2018

Port of Seattle technology systems and services access, to include remote-access/ Virtual Private Network (VPN), is dependent on the Third-Party User Access Policy being signed, dated and returned by the requestor indicating it has been read and agreement to the outlined conditions. FAILURE TO DO SO WILL RESULT IN A DENIAL OF ACCESS to Port technology information systems and services.

PURPOSE

The Port of Seattle is committed to providing a work environment that allows the use of technology information systems and services to support our business objectives. The Port expects all authorized System Users to use the Port's technology information systems and services in a responsible and respectful manner. This policy is written to define the Port's expectations, System User, and Port Sponsor's responsibilities related to the use of the Port's technology information systems and services by third parties.

DEFINITIONS

- *Information systems and services:* Port-managed or Port-provided technology such as workstations, laptops, servers, network infrastructure, peripherals (e.g., copiers and printers), mobile information devices (e.g., mobile phones, smartphones, portable digital assistants, tablets/pads, etc.), telephones, faxes, Port-provided software and applications, Port-provided internet access and intranet services, as well as surveillance and monitoring systems.
- *Port Sponsor:* A Port employee who is a manager or a more highly placed employee from the requesting/sponsoring department that is authorized to grant access to the requested Information System or services.
- *System User:* Anyone who has been authorized to use or access the Port's technology information systems and services.
- *Third-Party:* Any party with whom the Port does business including, but not limited to, prime contractors, subcontractors, independent contractors, consultants, tenants, concessionaires, airlines, developers or other agents, collectively "Port of Seattle Third Parties."

NO RIGHT OR EXPECTATION OF PRIVACY

- 1) The Port makes technology information systems and services available to System Users to facilitate Port business. Although each System User may be provided a unique user name and password to access the Port's technology information systems and services, technology information systems and services are owned or managed by the Port.
- 2) System Users have no expectation or right of privacy regarding their use of the Port's technology information systems and services, including any electronic communications utilizing Port technology information systems or services.
- 3) The Port, at its discretion and without System User notification or permission, may monitor, log, analyze or review a System User's technology information systems, services usage, and activity, as well as electronic communications, whenever the Port deems such action necessary.

- 4) Electronic communications and data related to Port activities are generally subject to public disclosure under Washington's Public Records Act. All electronic communications and data may also be subject to discovery in any litigation.

REMOTE-ACCESS CONNECTION PARAMETERS

- 1) Remote/ VPN access is not approved by default for third parties and is considered a security exception. A utilization plan is required to be established by the Port Sponsor.
- 2) Remote-access/ VPN gateways will be set up and managed by Port of Seattle ICT Department.
- 3) After the prescribed period of inactivity (e.g. 15 minutes), Remote-access/ VPN System Users will be automatically disconnected from the Port of Seattle network.
- 4) Pings or other artificial network processes are not to be used to keep remote-access connection(s) open.

PORT INFORMATION/ NETWORK DATA

- 1) Information found on the Port of Seattle network ("Information") is owned by or licensed by the Port of Seattle. It may also be protected by intellectual property laws governing copyrights, patents, trademarks or trade secrets.
- 2) System Users may not use or copy the Information, except as required for work at the Port. Use of Information may also be governed by licenses relating to specific Information, for example license governing software or a database.
- 3) System Users may not transfer Information to any third party without the express written permission of the Port of Seattle or as required for the System User's work at the Port. For permitted transfers, System Users may not export Information/ data to any country for which the United States requires any export license or other governmental approval at the time of export without first obtaining the requisite license and/or approval. Furthermore, System Users may not export Information in violation of any export control laws of the United States.
- 4) System Users may not modify, translate, decompile, disassemble, use for any competitive analysis, reverse engineer, distribute, or create derivative works from, Information or any copy thereof, in whole or in part unless permission granted to do so and only if such activity is not prohibited by another document, for example a license governing software.
- 5) System Users may not remove or alter any copyright, trade secret, patent, trademark, trade name, logo, product designation or other proprietary and/or other legal notices contained in the Port's network or on Information found on the Port's network. These legal notices must be retained on any copies of Information made pursuant to paragraphs 2 and 3 above.

ACCEPTABLE USE

Authorized uses of Port technology information systems and services include the following:

- 1) To support Port business;
- 2) In accordance with Port policies;
- 3) To use software/applications in accordance with license agreements. The Port licenses the use of system software/applications from a variety of vendors. Compatibility, vulnerabilities, maintenance and licensing concerns should be considered prior to installing software/applications. The Port does not own most software/applications or its related documentation and, unless authorized by the software/ application developer, does not have the right to reproduce it.

PROHIBITED USE

- 1) The following uses of the Port's technology information systems and services are prohibited:
- 2) Creating, downloading, viewing, storing, copying, or transmitting content that is sexually explicit, sexually-oriented, criminal, or disparaging of others based on their race, national origin, sex, sexual orientation, age, disability, religion or political beliefs;
- 3) Visiting or establishing websites/URLs that promote gambling, illegal weapons, violence or hate, or is illegal in nature;
- 4) Copying, disseminating, or reproducing information that has been authored by others in violation of the applicable terms of use or without the express permission of the author(s) or copyright holder(s);
- 5) Downloading or storing of Port sensitive information (e.g., Privacy information, Social Security Numbers, health information, CJIS, credit card numbers, etc.) on personal or unauthorized computers, removable media, cloud services, or portable devices;
- 6) Storing credit card numbers on any Port technology information systems or services except as specifically approved by the Director of Security & Preparedness;
- 7) Transmitting or extracting Port information without authorization or business justification;
- 8) Gaining access to Port technology information systems and services by using any access-control mechanism not assigned to the user ("impersonating"), or permitting another person to have access by sharing one's Port credentials and passwords;
- 9) Attempting to bypass, defeat, strain or test any security mechanisms of any information system or service. If security mechanisms must be bypassed for any reason, they must be approved in advance by contacting the Port ICT Service Desk, 206.787.3333;
- 10) Introducing destructive software/applications or programs such as computer viruses, Trojan horses, worms, adware, spyware, keystroke-loggers, root kits, hacking tools, or other malware, etc. into the Port's technology information systems and services;
- 11) Using systems or technology that disguises or alters the identifying information of the computer or System User, such as external proxies or anonymizer sites, or circumvents Port security for any purpose;
- 12) Use of surveillance systems for non-authorized or voyeuristic purposes, and/or creating, posting or disseminating unauthorized surveillance video clips;
- 13) Use of any Port technology information systems and services as a staging ground or platform to gain unauthorized access to the Port or other systems. Such uses include, but are not limited to, circumventing user authentication or security of any host, client, network, or account, effecting security breaches or disruptions, introduction of a malicious program into the system, or executing any form of network monitoring which will intercept data not intended for the user.
- 14) Introducing wireless access points/networks or modems, electronic equipment or devices anywhere on the Port network without express written consent by the Port ICT Infrastructure Director. Any such needs must be requested through the Port Sponsor in advance by contacting the Port ICT Service Desk.

RESPONSIBILITIES

1) System Users responsibilities

- a) The System User must review and consent to this policy PRIOR to the System User being granted access to Port technology information systems and services. System Users who do not consent are not authorized users. Violation of this policy may result in termination of the Third Party contract with the Port.
- b) The Port may require System Users to use system login credentials (user id and password) or other access-control tools to gain access to Port technology information systems and services. These tools

and credentials (e.g., passwords) shall not be shared with anyone, to include another System User, the Port of Seattle ICT Service Desk, or Port Sponsor. Issued login credentials are unique to the System User and not to be shared; no exception.

- c) Once the Port has approved system access and provided instructions, System Users must login in within 30 days and at least once every 30 days from the date of last login or the account will be disabled due to inactivity.
- d) The System User must coordinate installation of any required software with their Port Sponsor. Software must be approved by Information Security prior to installation.
- e) System Users must use caution to avoid introducing computer viruses or other destructive and malicious files or programs.
- f) System Users who are authorized to use non-Port devices to gain access to Port technology information systems and services via a form of authorized remote-access (e.g., Outlook Web Access/OWA), must maintain and apply current antivirus software and security-related software/application updates on their computer. A full list of acceptable anti-virus software is available upon request.
- g) System Users must use secure/ encrypted transmission methods (e.g., TLS 1.2, secure FTP, etc.) when sharing sensitive information (e.g., Personally Identifiable Information, ePHI, system information, vulnerability/risk information, etc.).
- h) System Users must report to the Port ICT Service Desk (206.787.3333) immediately:
 - If they believe their password(s) or any access-control tools have been compromised. If possible to do so, the System User should also immediately change their password(s);
 - If they believe a Port provided technology information system has been lost, stolen, or compromised, System Users shall file a report with the local police department (which may be the Port Police Department). The System User must provide the Police report number to the Port ICT Service Desk once received;
 - Any recovery of a lost or stolen Port technology system.
- i) System Users may be required under certain circumstances, as directed by the Port's Legal Department, to search their personal and Port devices and accounts for communications concerning Port business and produce these communications to Port staff in response to public records requests. If required to do a search, System users shall be required to sign an affidavit that describes the methodology they used to search their personal and Port accounts and devices to produce the records that are responsive to a public records request or discovery request.

2) Port Sponsors Shall:

- a) Confirm contractor/ vendor access requirements every 90 days;
- b) Understand the access need and data sensitivity that is being sponsored for the System User and only sponsor the System User if it makes good business sense for the Port to do so. If questions arise regarding technology or data handling, contact the Port ICT Service Desk or the Director, Security & Preparedness (206.787.3298).
- c) Establish and understand the access utilization plan for the System User (i.e. expected day/ time range that System User will access technology systems and services.)
- d) Coordinate what software is required for the System User to perform duties. If needed, details and installation can be coordinate with ICT Service Desk at 206.787.3333, but initial vetting of requirements is done by the Port Sponsor.

- e) Notify Port ICT Service Desk immediately when changes to System User should occur; this includes additional access requests as well as removing access.
- f) Oversee System User activities to ensure the System User is performing only the work that is expected to be performed.
- g) Ensure any Port technology systems have been collected and returned to Port ICT after the contract or need for the technology system has ended.

I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE THIRD-PARTY USER ACCESS POLICY.

| | | |
|---|------------------|-------------|
| CONTRACTOR/ VENDOR: Clearly Print Name | Sign Name | Date |
|---|------------------|-------------|

Port of Seattle Manager responsible for Third-Party ACCESS

| | | |
|---|------------------|-------------|
| PORT SPONSOR: Clearly Print Name | Sign Name | Date |
|---|------------------|-------------|

Port of Seattle Information Security Approval of Third-Party ACCESS

| | | |
|---|------------------|-------------|
| Security & Preparedness Director | Sign Name | Date |
|---|------------------|-------------|

*Data Type Descriptions

| | |
|---|--|
| Confidential Information | <p>Possible examples of Confidential data are:</p> <ul style="list-style-type: none"> -vulnerability and risk assessment reports, to include findings and/or mitigations - asset lists - technical or engineering info; which may include diagrams, plans, program, designs, prototypes, methods, techniques, processes, procedures, programs, or codes |
| Criminal Justice Information (CJIS) | <ul style="list-style-type: none"> -biometric identity history -biographic -property -case/incident history data |
| Payment Card / Credit card Information | <ul style="list-style-type: none"> -Primary Account Number (PAN) -Cardholder name -Service Code - Expiration Date |
| Personal Identifiable Information (PII) | <ul style="list-style-type: none"> -Social Security Number -State-issued driver's license number -State-issued id card number -Financial account information -Medical and/or health insurance information |
| Protected Health Information (PHI) | <p>PHI is combo of one or more elements and associated with health information. If working with a system that contains or interfaces with health-related information, further discussion need.</p> |

Sensitive
Security
Information
(SSI)

May include, but is not limited to:

- airport and air carrier security programs, as well as general categories of SSI, such as information revealing specific details of aviation security measures;
- Examples also include information regarding vulnerability assessments, technical specifications of certain screening equipment and objects used to test screening equipment, and other information

Contracted Worker Guidance

Original 02/15/2008; Revised 12/31/2019

EX-10

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1. STATEMENT OF THE POLICY

- 1.1. It is the policy of the Port to ensure that the services of Contracted workers are engaged and used appropriately.

2. PURPOSE

- 2.1. To define Contracted workers.
- 2.2. To ensure that the services of workers provided by temporary/employment agencies and independent contractors are used appropriately and lawfully.
- 2.3. To minimize risk to the Port due to misclassification.

3. DEFINITIONS

- 3.1. Contracted workers are hired under a contractual relationship, not an employer-employee relationship. This includes:
 - 3.1.1. Individuals who are employed by temporary/employment agencies who provide services to the Port pursuant to the Port's agreement with the temporary/employment agencies.
 - 3.1.2. Individuals employed by independent contractors who provide services to the Port as outlined in the agreement between the contractor and the Port. The independent contractor may be a sole proprietorship employing only one person, a small business or a large corporation.
- 3.2. Misclassification occurs when Contracted workers are treated and/or regarded as if they were employees.

4. ENGAGEMENT PROCESS

- 4.1. The services of all Contracted workers governed by this Policy must be engaged through the Central Procurement Office (CPO) in compliance with applicable CPO policies and procedures; or engaged through a temporary/employment agency in compliance with Human Resources policies and procedures.

5. GUIDELINES TO AVOID CONTRACTED WORKER MISCLASSIFICATION

- 5.1. Misclassification findings result from an accumulation of factors, so a practice may be appropriate for some Contracted workers but not for others. The following guidelines are a non-exclusive list and are intended for illustrative purposes only.
- 5.2. While a project or department's needs may require flexibility regarding the need for a Contracted worker, the length of a Contracted worker's engagement should not extend beyond the length of time allowed in Port policy for temporary/employment agency contract workers (usually one year) or the duration of the contract for which the worker or contractor company has been engaged.
- 5.3. Contracted workers are not included in new employee orientation. However, Port-provided training on safety-related topics or use of Port technology systems and services that are pertinent to the location where they perform services or the specific work they perform may be required for Contracted workers. Contracted workers generally do not receive other Port training.
- 5.4. Contracted workers are expected to be trained by the contractor company they work for on local, state and federal laws including (but not limited to) laws on discrimination, retaliation, harassment and the Americans with Disability Act.
- 5.5. Contracted workers are expected to be trained by the company they work for to ensure that workers comply with the Port's drug-free standards.
- 5.6. Contracted workers are not issued Port business cards. If a name plate or other personally identifying item is necessary, the word "consultant" must be included following the consultant's name.
- 5.7. Contracted workers do not attend staff meetings unless necessary under their agreement.
- 5.8. Contracted workers do not engage in performance reviews of Port employees, nor do they receive performance reviews from the Port. However, it may be appropriate for Port employees managing the services provided by contracted workers to provide feedback regarding the services to the agency or contractor employing the Contracted worker. Concerns about a contracted worker's performance, behavior or employment-related issues should be reported to the Port of Seattle employee who manages the contract.
- 5.9. Contracted workers' signing authority should be explicitly defined and never include entering into contractual obligations on behalf of the Port of Seattle.
- 5.10. Contracted workers may not attend Employee Recognition Events in accordance with Port Policy HR-13.

- 5.11. Contracted workers may report concerns related to business conduct, ethics or workplace behavior to Human Resources or Workplace Responsibility by way of the Ethics and Compliance Hotline or any other designated channel.

6. RESOURCES PROVIDED TO CONTRACTED WORKERS

- 6.1. Resources provided to Contracted workers should be explicitly identified in the relevant agreement with the Port.
- 6.2. Contracted workers may be approved to drive a Port vehicle if necessary for provision of services, if their Agreement with the Port confirms the need to drive a Port vehicle, the agency employing the Contracted worker provides required proof of insurance, and the individual has a valid and active driver's license. In addition, all applicable policies and procedures regarding authorization to drive a Port vehicle must be followed (see Ex-14 and EX-17). All prospective Contracted workers who are requesting to drive a Port vehicle will have their Motor Vehicle Record screened. Drivers with risk factors identified on their MVR's will not be allowed to drive a Port vehicle.
- 6.3. Contracted workers may be issued a Port laptop, be given access to the Port's technology systems and services, and may be issued a Port phone if appropriate to the services they will be providing. Contracted workers accessing any Port technology assets or systems must be made aware of and follow the acceptable use policies and procedures as stated in the Third Party Access Agreement for Access to Port of Seattle Technology Information Systems and Services.
- 6.4. Contracted workers may be provided Port parking, including provision of a parking card, provided such parking privileges are necessary under the contract, and related to the services provided. With respect to parking cards, Executive Leadership team member and CPO Management Team shall approve the provision of any parking cards. Parking cards and parking privileges are limited to services related to Port contracts. Parking cards and parking privileges may not be used (1) to pursue future work or contracts; (2) for personal business; and/or (3) personal activities. If the Port determines parking privileges have been misused the Port may suspend parking privileges and require compensation.
- 6.5. New procurements advertised as of January 1, 2020, shall have a provision in the contract for utilization of Port resources.



Stephen P. Metruck, Executive Director

1/9/2020
Date