

REVISED REQUEST FOR PROPOSALS (RFP)

Development of New Cruise Terminal at Terminal 46

PORT OF SEATTLE
Pier 69
2711 Alaskan Way
Seattle, Washington 98121

Revised RFP Issue Date: January 9, 2020

Revised Proposal Due Date: February 6, 2020 at 5:00 p.m. Pacific Time

The Port maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. A Proposer, or anyone on its behalf, may only contact the Port through the RFPNewCruiseTerminal@portseattle.org email address regarding this RFP. Any communication concerning the content of this RFP by any Proposer, or anyone on its behalf, with any Port elected official or employee other than through the email address may result in the rejection of that Proposer's Proposal.

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REVISED REQUEST FOR PROPOSALS (RFP)

Development of New Cruise Terminal at Terminal 46

BACKGROUND: The Port of Seattle is soliciting offers for a Partner to develop a new cruise Terminal at Terminal 46. Award will be made to the Proposer offering the Best Value to the Port in accordance with the terms and conditions of this RFP.

REVISED RFP ISSUE DATE: January 9, 2020

REVISED PROPOSAL DUE DATE: February 6, 2020 at 5:00 p.m. Pacific Time

Proposers are required to submit Proposals no later than the due date/time set forth in the RFP. Proposers must complete, sign, and submit the following submittal documents (and any documents required by such submittals) with their proposal:

- Submittal Document 1 - Proposal Form
- Submittal Document 2 - Design Approach
- Submittal Document 3 - Construction Approach
- Submittal Document 4 - Operational Approach
- Submittal Document 5 - Financial Proposal
- Submittal Document 6 - Environmental Stewardship Proposal
- Submittal Document 7 - Community and Regional Government Engagement
- Submittal Document 8 - Preservation of the Working Waterfront / Marine Cargo Activity
- Submittal Document 9 - Transportation Improvement
- Submittal Document 10 - Diversity in Contracting Inclusion Plan
- Submittal Document 11 - Management Approach
- Submittal Document 12 - North Berth
- Submittal Document 13 - Information for Environmental Review
- Submittal Document 14 - Exceptions
- Submittal Document 15 - Alternate Vessel Access Option Proposal

PORT OF SEATTLE POINT OF CONTACT: RFPNewCruiseTerminal@portseattle.org

NOTE: Proposers are instructed to read all Sections of this RFP to familiarize themselves with all RFP terms and conditions and to identify dates, times, and submittal requirements related to the development and submittal of Proposals. Proposers are further instructed to submit any questions or requests for clarification regarding this RFP to RFPNewCruiseTerminal@portseattle.org as soon as practicable and as otherwise required by the terms of this RFP.

SECTION I

DEFINITIONS

The following terms are defined for purposes of this RFP:

1. **Affirmative Efforts:** Documented reasonable attempts in good faith to contract with WMBE firm(s).
2. **Agreement:** The agreement (or agreements) that the Port anticipates negotiating and executing with the Partner that shall govern the terms and conditions of the development, construction, and operation of the new T46 Cruise Terminal.
3. **Aspirational Goal(s):** The total percentage the Partner intends to be performed by WMBE firm(s) out of the total contract spending, including all contract amendments. While this goal is aspirational, Affirmative Efforts to develop and achieve this goal are mandatory.
4. **Best Value:** The expected outcome of a procurement that, in the Port's estimation, provides the greatest overall benefit in response to the requirements based on the selection criteria.
5. **City:** The City of Seattle.
6. **Combination Business Enterprise (CBE):** A business that is 51 percent owned and controlled by a combination of minorities or women that would not otherwise meet the definition of MBE, WBE, or MWBE.
7. **Cruise Days:** The specific days when cruise ships call.
8. **Cruise Season:** Four weeks before the first cruise call until four weeks after the last cruise call, typically April to October. This period includes the shoulder season when ships are repositioning from or to other markets. These shoulder-season calls typically occur in early-April and as late as mid-November.
9. **Deficiency:** 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.
10. **Diverse Firm:** A wide array of business that are owned and operated by members that can be an MBE, WBE, MWBE, VOB, or SBE.
11. **ILA:** The Interlocal Agreement between the Port and the NWSA adopted April 2, 2019, and all subsequent amendments thereto.
12. **LGBTQ Business Enterprise (LGBTQBE):** A business that is at least 51 percent owned and controlled by one or more individuals who identify as LGBTQ.
13. **Minority Business Enterprise (MBE):** A business that is at least 51 percent owned and

controlled by minority (including, but not limited to, African Americans, Native Americans, Asians, and Hispanics) group members.

- 14. Minority Women Business Enterprise (MWBE):** A business that is at least 51 percent owned and controlled by minority women (including, but not limited to, African Americans, Native Americans, Asians, and Hispanics) group members.
- 15. Non-cruise Days:** The days during the Cruise Season when no cruise ship is calling and the T46 Cruise Facility may be available for other uses.
- 16. North Berth:** The 600-foot north-facing berth of T46.
- 17. NWSA:** The Northwest Seaport Alliance.
- 18. NWSA Facility:** The portion of T46 that does not include the Port Area or the North Berth.
- 19. NWSA T46 RFP:** The Request for Proposals issued by the NWSA related to the development and operation of a cargo facility at the NWSA Facility.
- 20. Off-Season:** Typically November through March when no cruise ships are scheduled. During this annual period, the cruise terminals are used by other maritime sectors for commercial vessel moorage/berthing and the passenger terminal buildings have some off season events scheduled throughout the winter months.
- 21. Partner:** The entity with whom the Port will enter into the Agreement to develop, construct, and operate the new T46 Cruise Facility.
- 22. Partner's Project:** The development, construction, and operation to be undertaken by the Partner as part of the T46 Project, subject to the terms and conditions of the Agreement.
- 23. Port:** The Port of Seattle.
- 24. Port Area:** The approximately 29 acres of the north end of T46 inclusive of a 1500-foot vessel berth on the western side managed by the Port pursuant to the ILA with the NWSA.
- 25. Port Principles:** The guiding principles adopted by the Port to govern its cruise business and its evaluation and ultimate selection of a Partner in the development and operation of the T46 Cruise Facility, as enumerated in Section II.2 of this RFP.
- 26. Port's Project:** The development, construction, and operation to be undertaken by the Port as part of the T46 Project, subject to the terms and conditions of the Agreement.
- 27. Proposal:** A proposal submitted by a Proposer in response to this RFP.
- 28. Proposer:** An entity that submits a Proposal in response to this RFP.
- 29. RFP:** The Request for Proposals for Development of New Cruise Terminal at Terminal 46.
- 30. Revised RFP:** This Revised Request for Proposals for Development of New Cruise Terminal at Terminal 46.

- 31. RFP Addenda:** The formal written addenda to this RFP issued by the Port.
- 32. RFQ:** The Request for Qualifications issued on March 13, 2019, for the Development of New Cruise Terminal at Terminal 46.
- 33. Significant Weakness:** A flaw in a Proposal that appreciably increases the risk of unsuccessful contract performance.
- 34. Small Business Enterprise (SBE):** 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 standards. 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>.
- 35. Strength:** An aspect of a Proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous during contract performance.
- 36. T46 or Terminal 46:** The approximately 86 acres currently designated as a container terminal owned by the Port and managed by the NWSA.
- 37. T46 Cruise Facility:** The portion of the Port Area used for cruise operations, including the T46 Cruise Terminal Building and any other support buildings or structures.
- 38. T46 Cruise Terminal Building:** The terminal building used to process passengers at the T46 Cruise Facility, including the Customs and Border Protection passenger processing facilities.
- 39. T46 Premises:** The property located within the Port Area that will be used and occupied by the Partner and that will be defined by and subject to the terms and conditions of the Agreement.
- 40. T46 Project:** The development, construction, and operation of the T46 Cruise Facility and supporting elements.
- 41. TNC:** Transportation Network Company
- 42. Utilization:** Defined as both the percent of contracting dollars paid to WMBE firms and the number of WMBE firms under contract.
- 43. Vessel Access Infrastructure:** The system of gangways, connections, supporting foundations, and infrastructure systems used to move people from the uplands to the vessel.
- 44. Veteran Owned Business (VOB):** A business that is at least 51 percent owned and controlled by a veteran or service member.
- 45. Weakness:** A flaw in a Proposal that increases the risk of unsuccessful contract performance.
- 46. West Berth:** The north approximately 1500 linear feet on the west-facing berth of T46.

47. Women Business Enterprise (WBE): A business that is at least 51 percent owned and controlled by women.

48. Women or Minority Business Enterprise (WMBE): An umbrella term that includes MBE, WBE, CBE, and MWBEs.

End of Definitions

SECTION II

RFP BACKGROUND AND PROCESS

1. INTRODUCTION AND BACKGROUND

- 1.1 The Port of Seattle (the “Port”) has determined that the demand for home port berth slots in Seattle is materially larger than can be met with the three existing berths at Terminals 91 and 66.
- 1.2 The Port now seeks a partnership with a private company (the “Partner”) to undertake the development of a new, one large-vessel berth cruise homeport terminal facility at Terminal 46 (the “T46 Project”). Specifically, the Port is looking for a Partner with proven expertise that will contribute capital to the T46 Project in partnership with the Port, assist in the design and construction of a terminal that will be operationally effective and efficient and appropriately designed for its use and location, deliver a customer experience that will enhance the demand for and reputation of the Port’s cruise business, and run the terminal business in a world-class manner.
- 1.3 Attached as Exhibit A to this RFP is a preliminary site plan for the T46 Project.
- 1.4 The Port has executed an interlocal agreement (the “ILA”) with the Northwest Seaport Alliance (the “NWSA”), attached as Exhibit B to this RFP, to allow the Port to use a portion of Terminal 46 to develop and operate a new cruise terminal. The initial term of the ILA expires on December 31, 2042, with four (4) five-year options. The Port and the NWSA are currently negotiating further refinements to the scope, terms, and conditions of the Port’s use of Terminal 46, including the T46 Project, and such refinements shall be incorporated in the Agreement resulting from this RFP.
- 1.5 The Port conducted a Request for Qualifications (the “RFQ”) process as the initial step in the ultimate selection of a Partner for the T46 Project. The Port selected three shortlisted respondents as a result of the RFQ process.
- 1.6 The Port invited each of the shortlisted respondents through this RFP to submit a Proposal for the T46 Project.
- 1.7 The Port now invites the Proposers to provide revised Proposals consistent with the terms and requirements of this Revised RFP.
- 1.8 This Revised RFP is intended to allow negotiations with the shortlisted respondents and ultimately result in the execution an Agreement with the Partner that offers the Best Value to the Port.

2. PORT PRINCIPLES

The Port has developed guiding principles to govern its cruise business and its evaluation and ultimate selection of a Partner in the development and operation of the T46 Cruise Facility (the “Port Principles”). The Port Principles are as follows:

- 2.1 Maximize the use of the Port’s deep-water facilities and industrial lands to serve maritime industrial uses.
 - Preserve and utilize industrial zoned lands.
 - Preserve waterfront lands for maritime industrial uses.
 - Manage facilities and develop projects in a manner consistent with prioritizing marine cargo businesses and supporting the competitiveness goals of the Northwest Seaport Alliance.
 - Complement cruise terminal with other maritime uses including cargo.

- 2.2 Expand economic, cultural and community benefits within cruise operations and development.
 - Acknowledge historical and cultural roots of the region in any terminal development.
 - Engage in government-to-government consultation with regional tribes in order to manage opportunities and impacts accordingly.
 - Honor tribes’ waterfront heritage in the Port’s cruise facilities through direct partnerships.
 - Work productively and collaboratively with organized labor and enter into a project labor agreement for any capital construction thereby ensuring living wage jobs for employees and apprenticeship opportunities.
 - Support economic opportunities of cruise for neighboring and underserved communities.
 - Promote local, small, and women-, minority-, and tribal-owned businesses.
 - Support neighboring and local businesses’ ability to benefit from cruise development.
 - Coordinate access to public spaces, downtown connectivity, and other areas of interest with other stakeholders and public entities.
 - Respect the integrity and character of the surrounding neighborhoods.
 - Work to strengthen partnerships with near-port communities.

- 2.3 Support financial sustainability of the Port of Seattle.
 - Maximize income, taking into consideration risk-sharing and capital investment.
 - Leverage the financial return of the cruise business to support a diverse maritime economy.

- 2.4 Incorporate leading edge environmental stewardship and sustainability practices and facilities that can exceed existing regulations.
 - Set aggressive goals to minimize greenhouse gas impacts in operation of ships and terminals to support the Port’s goals of reducing carbon by 50 percent by 2030 and the carbon-neutral-by-2050 goal.

- Lead the region and the industry to minimize air emissions, ensure water quality and protect our ecosystems, focusing on minimizing air and water discharges at dock and underway.
 - Engage with key local stakeholders in support of regional environmental priorities and initiatives, including considering recommendations from the state's Orca Task Force.
 - Require use of shore power where feasible by equipped ships and include shore power capabilities at the new berth.
- 2.5** Facilitate improved transportation mobility of people and goods in the region.
- Support innovative transportation solutions for passengers, terminal and cruise vessel provisions.
 - Seek vehicle trip reduction opportunities and provide options other than passenger vehicles for access to the terminal.
 - Seek to minimize traffic related impacts to surrounding community and existing businesses.
 - Implement multi-modal transportation solutions that benefit the Seattle harbor.
- 2.6** Provide consistent excellence in customer service to strengthen Seattle's role as the West Coast's premier cruise port.
- Manage efficient, comfortable transportation to and from ships.
 - Provide information, wayfinding and connections with local and regional communities.
 - Promote pre-and-post cruise tourism opportunities throughout Washington State.

3. ANTICIPATED RFP SCHEDULE:

The following anticipated dates are provided for planning purposes only.

Event	Anticipated Date
RFP version 1 Issue Date	July 26, 2019
T46 Port Area Tour	August 28 and 29, 2019
RFP version 1 Questions Due to Port	September 6, 2019
RFP version 1 Port's Answers to Questions	September 13, 2019
RFP version 1 Proposals Due	October 16, 2019 at 5:00 p.m. Pacific Time
RFP version 2 Issue Date	January 9, 2020
RFP version 2 Questions Due to Port	January 16, 2020
RFP version 2 Port's Answers to Questions	January 23, 2020
RFP version 2 Proposals Due	February 6, 2020 at 5:00 p.m. Pacific Time
Partner Selection	Spring or Summer 2020
Agreement Execution	Summer 2020

4. PRE-PROPOSAL MEETING AND SITE TOUR

- 4.1 The Port conducted pre-Proposal site tours with the Proposers.
- 4.2 Any information provided at the pre-Proposal conferences that may be construed to be inconsistent with the express terms and conditions of this RFP is unofficial and non-binding on the Port unless and until that information is issued by the Port via written RFP Addenda.

5. RFP ADDENDA

- 5.1 RFP Addenda will be issued electronically.
- 5.2 Each Proposer shall acknowledge in its submitted Proposal that it has obtained all RFP Addenda issued. It is the sole responsibility of the Proposer to obtain all RFP Addenda.
- 5.3 All RFP Addenda issued shall become part of this RFP.
- 5.4 All RFP requirements shall remain unchanged except as expressly modified by an RFP Addendum.

6. PROPOSALS AND INTERVIEW PROCESS

6.1 Revised Proposals

6.1.1 Revised Proposals are due on February 6, 2020, at 5:00 p.m. Pacific Time. Proposers are instructed to submit their best prices and technical solutions in the revised Proposals, as the Port reserves the right to make a final Best Value determination upon the information contained therein.

6.2 Evaluation

6.2.1 The Port will evaluate the Revised Proposals based on the evaluation criteria identified in Section II.13.4. The Port's evaluation will be based solely on the Revised Proposals received in connection with this RFP process. The Port will not utilize the RFQ submittals and evaluation criteria (and associated scoring) in the Revised RFP evaluation process.

6.3 Additional Revised Proposals

6.3.1 The Port reserves the right to request additional revisions to Proposals. The Port reserves the right to conduct meetings, discussions, and interviews and request revised Proposals at its sole discretion.

6.3.2 Any additional revised Proposals shall be provided in the same format as the initial Proposals, or as otherwise directed by the Port.

6.3.3 The Port will evaluate any additional revised Proposals based on the evaluation criteria identified in Section II.13.4.

6.3.4 The due date and time for submission of any revised Proposals will be provided to Proposers via RFP Addenda.

6.4 Proposal Process and Conditions

6.4.1 Proposers shall submit Revised Proposals via email to RFPNewCruiseTerminal@portseattle.org including any modifications or revisions, so as to reach the Port before the due date and time specified for submission of Proposals in this Revised RFP.

6.4.1.1 The e-mail shall include the RFP number, title, and Proposal due date and time in the subject line of the e-mail.

6.4.1.2 The Port's e-mail server will not accept compressed files or files larger than 10MB. If the Proposal file is larger than 10MB, it shall be sent in multiple emails in accordance with the

above and be labeled “Email 1 of 5,” “Email 2 of 5,” etc.

6.4.1.3 DO NOT submit .ZIP files or other compressed files. By Port security policy, all .ZIP file attachments are removed/dropped at the email firewall and will not be accessible as part of your Proposal.

6.4.1.4 The Port may use the time stamp on the e-mail(s) to determine timeliness.

6.4.1.5 The Port is not responsible for the Proposer’s technical difficulties in submitting Proposals electronically.

6.4.2 Any Proposal (or modification or revision thereto) submitted and received after the due dates and times specified for submission of Proposals may be rejected, at the sole discretion of the Port.

6.4.3 Proposers shall submit Proposals in response to this Revised RFP in English and in U.S. dollars.

6.4.4 Proposers may submit modifications to their Proposals at any time before the due date and time established for the submission of Proposals.

6.4.5 Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of written notice by the Port.

6.4.6 Proposals shall generally be on letter-sized (8.5” x 11”) paper and use a font no smaller than size 11.

6.4.7 The page limit associated with each submittal document (see Section IV) is identified in each of the submittal sections herein.

6.5 **Questions and Communications with the Port**

6.5.1 All questions and requests for clarification and/or interpretation regarding this Revised RFP shall all be submitted in writing by email to RFPNewCruiseTerminal@portseattle.org.

6.5.2 Proposers shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of this Revised RFP. Proposers are strongly encouraged to submit any and all questions and requests for clarification and/or interpretation as soon as practicable. Questions and requests for clarification and/or interpretation must be received by the Port no later than 5:00 p.m. Pacific Time on January 16, 2020. Responses to questions are anticipated to be provided on or around January 23, 2020. Questions and requests for clarification and/or interpretation received after this time and date will not be

considered.

- 6.5.3** The Port will issue all formal responses to all questions and requests for clarification and/or interpretation (including answers, interpretations, and clarifications) via RFP Addenda to all Proposers. Only responses issued in RFP Addenda will be binding on the Port. All other responses (including oral interpretations, clarifications, or submittal instructions) will be without legal effect and shall not be binding on the Port.
- 6.5.4** Competitive Integrity. The Port maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. A Proposer, or anyone on its behalf, may only contact the Port through the RFPNewCruiseTerminal@portseattle.org email address concerning this RFP. Any communication concerning the content of this Revised RFP by any Proposer, or anyone on its behalf, with any Port elected official or employee other than through the email address may result in the rejection of that Proposer's response.

6.6 **Qualifications of Proposers**

- 6.6.1** The Proposer shall be familiar with all federal, state, and local laws, ordinances, and regulations that in any manner might affect those engaged or employed in meeting requirements in the Agreement resulting from this Revised RFP or the materials, equipment, or procedures applicable to meeting the requirements in the Agreement resulting from this Revised RFP, or that in any other way would affect the conduct of meeting the requirements of the Agreement resulting from this Revised RFP.

6.7 **Proposer's Representation**

By submitting a Revised Proposal, the Proposer represents that:

- 6.7.1** The Proposer has read and understands the Revised RFP and that the Proposal is offered in accordance with the Revised RFP requirements. The failure or omission of the Proposer to examine all pertinent forms, instruments, applicable statutes, or other requirements shall in no way relieve the Proposer from the Revised RFP requirements.
- 6.7.2** The Proposer has the qualifications and is eligible to receive an award of this Revised RFP under applicable laws and regulations.
- 6.7.3** The Proposal is based upon the requirements described or presented in the Revised RFP and described in detail in the Scope of Work.

6.7.4 The Proposal submitted is unconditional in all respects except as expressly noted.

6.7.5 The Proposer bears full responsibility for all costs associated with the preparation, submittal, and delivery of the Proposal and any revisions thereto.

7. NEGOTIATIONS

7.1 The Port will evaluate each Revised Proposal in accordance with the evaluation criteria identified in Section II.13.4 herein. The Port reserves the right to conduct negotiations and/or discussions with any or all Proposers remaining in the competition.

7.2 The Port reserves the right to request multiple rounds of revised Proposals from those Proposers who continue to have a reasonable chance of award at each round of revised Proposals.

7.3 The Port reserves the right to call for final Proposals at the conclusion of negotiations and/or discussions. A common cutoff date and time may be established for the submission of final Proposals. Proposers from whom a final Proposal is requested who submit their final Proposal late or fail to respond to the request may be removed from the competition. Should the Port call for final Proposals, the Port intends to make a final Best Value determination upon the information contained therein.

7.4 Upon the conclusion of evaluations, the Port may enter into negotiations for an Agreement with the Proposer determined to offer the Best Value to the Port.

8. AGREEMENT

- 8.1 Upon successful negotiation and approval by the Port Commission, the Proposer offering the Best Value to the Port will enter into an Agreement with the Port that will govern the T46 Project.
- 8.2 The Port intends to negotiate an Agreement that includes provisions substantially in accordance with the attached general terms and conditions, which are included as **Exhibit D** to this RFP. If a Proposer believes that specific changes to the Port's proposed general terms and conditions are necessary, the Proposer should provide a redlined copy as part of a response to Submittal Document 14, along with explanations for all requested changes. Proposers should additionally include any other required terms, conditions, or any other agreements that Proposers desire as an appendix to the Proposals.

9. RIGHTS OF PORT

- 9.1 The Port retains the right to cancel this RFP and reject any or all Proposals with no liability to the Port.
- 9.2 The Port may reject any or all Proposals if such action is in the Port's interest.
- 9.3 The Port may waive informalities and minor irregularities in any Proposals received.
- 9.4 The Port reserves the right to conduct clarifications or discussions at any time with one or more of the Proposers.
- 9.5 The Port reserves the right to conduct simultaneous negotiations with one or more of the Proposers.
- 9.6 The Port reserves the right to terminate negotiations with any Proposer, and to immediately commence negotiations with the next highest rated Proposer.
- 9.7 The Port reserves the right to reject any Proposer that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP.
- 9.8 The Port reserves the right to take any action affecting the RFP process that is determined to be in the best interest of the Port.
- 9.9 Upon receipt by the Port, all Proposals including any and all attachments to a Proposal will become the property of the Port. The Port will have the right to copy, reproduce, or otherwise dispose of each Proposal received including any idea, scheme, design, technique, suggestion, layout, or plan received during the process. The Port will be free to use any information received during the process for any purpose related to the RFP process without payment of any kind or liability therefore, and shall not be liable for any use of such information.

10. PUBLIC DISCLOSURE

10.1 As a public agency, the Port is subject to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington (RCW). As such, the Port may be required to disclose information provided in a Proposal or other documents provided in connection with this RFP. The Proposer shall be responsible for and bear the costs of taking legal action in an attempt to prevent disclosure of such documents. In no event shall the Port be liable to the Proposer for disclosure of Proposals (or related documents) the Port deems disclosable under RCW 42.56.

11. PROTEST PROCEDURES

- 11.1** All protests of any decision made by the Port in connection with this RFP shall be governed by the procedures attached as Exhibit C to this RFP.

12. PROPOSAL INSTRUCTIONS

- 12.1** Proposers shall fully address the questions and requests for information included in each of the submittal documents in their Proposals. Proposals shall be formatted in searchable .pdf format. Failure to adequately address any of the questions or requests for information may result in a less favorable evaluation assessment or outright rejection of the Proposal.

13. EVALUATION OF PROPOSALS

- 13.1 By participating in this RFP process, the Proposer acknowledges that it has read, understood, and agrees to the terms and conditions set forth in this RFP. The Port reserves the right to reject any Proposal that does not comply with the requirements identified herein. Furthermore, the Port may, in its sole discretion and without notice, modify, suspend, or terminate this RFP without liability to the Port. This RFP does not constitute an offer to buy or create an obligation for the Port to enter into an agreement with any party, and the Port shall not be bound by the terms of any Proposal until the Port has entered into a fully executed Agreement.
- 13.2 The Port reserves the right, without qualification and in its sole discretion, to modify, suspend, or withdraw this RFP, accept or reject any or all responses for any reason at any time after submission, or enter into one or more Agreements at any time with one or more Proposers which, in the sole opinion of the Port, will provide the Best Value to the Port.
- 13.3 The Port will evaluate Proposals in consideration of the common set of criteria listed below. The Port reserves the right to determine, in its sole discretion, the value to the Port of any or all responses. Award will be made to the Proposer offering the Best Value to the Port, considering both price and non-price factors. This list of criteria may be revised via written RFP Addenda at the Port’s sole discretion.
- 13.4 The evaluation criteria are listed in the following table. For purposes of Proposal evaluation and making the Best Value determination, Port Principles are considered more important than Financial Proposal; Financial Proposal is considered more important than Design Approach; Design Approach is considered approximately equal in importance to Operational Approach; Operational Approach is considered more important than Construction Approach; and Construction Approach is considered approximately equal in importance to Management Approach.

RFP Selection Criteria and Relative Weight		
Criteria	Description	Relevant Submission Requirement
Design Approach	The degree to which the Proposal demonstrates the ability to provide a cruise facility design that meets or	Submittal Document 2 and Submittal Document 15 (if provided)

	exceed the requirements described in the RFP, including the specific elements identified in Submittal Document 2.	
Construction Approach	The degree to which the Proposal demonstrates the ability to construct a cruise facility in a manner that will meet or exceed the requirements described in the RFP, including the specific elements identified in Submittal Document 3.	Submittal Document 3 and Submittal Document 15 (if provided)
Operational Approach	The degree to which the Proposal demonstrates the ability to operate a cruise facility in a manner that will meet or exceed the requirements described in the RFP, including the specific elements identified in Submittal Document 4.	Submittal Document 4 and Submittal Document 15 (if provided)
Financial Proposal	The degree to which the proposed business arrangement provides a financial benefit to the Port, consistent with the elements identified in Submittal Document 5.	Submittal Document 5 and Submittal Document 15 (if provided)
Port Principles <ul style="list-style-type: none"> • Environmental Stewardship • Community Engagement • Working Waterfront and Marine Cargo • Transportation • Diversity in Contracting 	The degree to which the Proposal meets the other key Port Principles guiding the cruise business, including the specific elements identified in Submittal Documents 6, 7, 8, 9, and 10.	Submittal Documents 6, 7, 8, 9, and 10
Management Approach	The degree to which the Proposal reflects a management approach consistent with the development and operation of a cruise facility, including the specific elements identified in Submittal Document 11.	Submittal Document 11

14. RATINGS

Each criterion will be evaluated using the ratings below. The ratings reflect the degree to which the Proposal exceeds, meets, or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a Proposal. Assessment of technical risk, which is manifested by the identification of technical deficiencies and/or weakness(es), considers the potential for schedule disruption, increased costs, degradation of performance, the need for increased oversight, or the likelihood of unsuccessful contract performance.

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple Strengths which far outweigh any Weaknesses. Risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one Strength. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach to and understanding of the requirements. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and therefore contains one or more Significant Weaknesses or deficiencies. Risk of unsuccessful performance is unacceptable. Proposal is unawardable.

End of RFP Background and Process

SECTION III

PROJECT SCOPE

1. TERMINAL 46 CRUISE BACKGROUND AND OVERVIEW:

This RFP is intended to facilitate the selection of a private Partner to undertake the development of a new, one large-vessel berth cruise homeport cruise facility. The Port will not make final decisions about the proposed facility until environmental review is completed, but the preferred location for environmental review is at Terminal 46 (the “T46 Cruise Facility”). The Port is interested in entering into a partnership in which the private Partner would lead the development of the Partner’s Project, including the T46 Cruise Terminal Building and related structures; provide necessary equipment to move passengers between vessels and the T46 Cruise Terminal Building; provide design input for the Port’s Project; and operate and maintain the new T46 Cruise Facility. The Port would lead the development of the Port’s Project, which includes the following elements:

- Site preparation, including demolition of the Maintenance and Repair building;
- Berthing structures (fenders, bollards, and breasting barges);
- Seismically isolated gangway foundation;
- New substation supplying power to the T46 Cruise Facility, including to shore power connection and vehicle charging stations;
- Utility infrastructure servicing the T46 Cruise Terminal Building, cruise vessels, and other structures on the site: water (domestic and fire), sanitary sewer, power, communication, and natural gas;
- Site lighting;
- Common area roadway and wayfinding.

The Port will also provide input on and have approval rights for the Partner’s Project design.

The Port is undertaking environmental review (State Environmental Policy Act) for the entire T46 Project but will require input from the Partner to adequately define the T46 Project for purposes of environmental review. Permitting responsibility may be shared depending on negotiated divisions of construction responsibility. The Port will maintain an appropriate level of control over environmental sustainability requirements for cruise vessels and operations, facility operations, facility design (including sustainability design certification), mobility of people and goods, transit, and parking, as well as the appearance and functionality of the T46 Cruise Facility. The Port is open to alternative divisions of development responsibilities. The Port will work to negotiate an Agreement that is beneficial to all parties, with appropriate risk allocation.

Terminal 46 has two deepwater vessel berths totaling 3100 feet in length facing west, served by a concrete pile-supported wharf structure with a controlling water depth of -50 feet MLLW at each berth. Of this, the West Berth (i.e., the northern portion of the berth area, up to 1500 feet) will be available for cruise use. In addition, there is a smaller 600-foot berth with a timber dock structure facing north (i.e., the North Berth) which has limited usability due to its condition. Additional capital investment would be required to use the North Berth for cruise vessels. The North Berth is not considered to be part of the T46 Premises or the scope of the T46 Project.

The T46 Cruise Facility is envisioned to be:

- Constructed at the north end of Terminal 46 on a site that will not exceed the T46 Port Area.
- Capable of accommodating vessels with:
 - Berth length of up to 1500 feet
 - Vessel Gross Register Tonnage (GRT) up to 250,000 tons
 - Vessel air drafts unlimited
 - Maximum draft -50 feet MLLW
- Inclusive of a terminal building that can accommodate vessel passenger capacity of at least 5400 passengers.

The Port's initial expectation is that it will be responsible for the design, construction, and maintenance of the Port's Project infrastructure, including the elements of the Port's Project listed above and the existing pile-supported wharf structure. The Port assumes that the Partner shall be generally responsible for the design, construction, operation, and maintenance of all T46 Cruise Facility project elements not included in the Port's Project scope, including the T46 Cruise Terminal Building; its fixtures, furniture, and equipment; site furniture, fixtures, operating equipment (including the passenger gangways, passageways, and mobile ramps, as well as luggage handling conveyors); the maintenance and cleaning of the dock safety ladders; and all security equipment necessary for cruise operations, including those required for the movement of people, goods, and vehicles.

Terminal 46 is a large terminal that has traditionally been used for marine cargo operations and, since 2015, has been managed by the NWSA. The Port has executed an ILA with the NWSA to allow the Port to use a portion of Terminal 46 to develop and operate the T46 Cruise Facility, attached as **Exhibit B** to this RFP. The Port and the NWSA continue to negotiate Addenda to the ILA that govern the scope, terms, and conditions of the Port's use of Terminal 46, including the T46 Project.

Consistent with the ILA, the Port expects to enter into an Agreement with the Partner for an initial term expiring on December 31, 2042. The Port may, at its sole discretion, extend the ILA for up to four (4) five-year terms. The Port makes no representation and cannot guarantee that it will exercise its options under the ILA to extend the ILA to accommodate cruise activities beyond the initial ILA term.

In addition, the Port understands that the NWSA has issued an RFP (the “NWSA T46 RFP”) related to development and operation of a cargo facility on the NWSA Facility. Nothing in this RFP shall be read to prohibit or require Proposers from also submitting a proposal in response to the NWSA T46 RFP. The Port reserves the right to evaluate all aspects of proposed coordination between the T46 Cruise Facility and non-cruise activities on Terminal 46, including any benefit that might be achieved by having the same tenant managing both the T46 Cruise Facility and the NWSA Facility.

For cruise use, consistent with current practice at the existing P66 and T91 facilities, the Port expects to maintain a direct relationship with the cruise lines for berth requests /berthing agreements at all Port Cruise terminals. This includes berth requests the Port would receive from cruise lines that do not have preferential berthing agreements. The Port will maintain its authority for setting tariff rates for passenger and dockage fees at all terminals. The Port will express these fees through the published tariff on a per passenger basis. Current, existing and future preferential berthing agreements with cruise lines and or lease agreements may define limits on fees and or annual tariff rate adjustments. The Port will allow the Partner to impose a reasonable Facility Improvement Fee to the per passenger tariff specific to Terminal 46.

A Port objective for the T46 Cruise Facility is to deliver the maximum regional economic impact consistent with the existing industrial zoning. Land uses beyond construction and operation of a marine terminal are restricted by current City code. Use of Terminal 46 in the Off-Season and on Non-cruise Days shall be consistent with Port Principles and as is allowed by current City code. The Port assumes the Partner will manage the West Berth and wharf area in the Off-Season and on Non-cruise Days for other maritime industrial uses, including administering the Port’s berthing agreements and/or the Port’s published tariff. Additionally, the Port assumes the Partner will manage primary or accessory uses approved by the City, and the Revised Proposals should reflect this assumption.

The Port establishes and publishes a tariff that governs certain operating requirements and various fees imposed for use of Port facilities. The tariff will apply to any applicable uses (cruise and non-cruise) of the T46 Premises.

The current tariffs may be found on the Port’s website at:
<https://www.portseattle.org/maritime/maritime-tariffs>

2. SITE DEVELOPMENT CONSIDERATIONS AND REQUIREMENTS

2.1 T46 Project Design, Construction and Operational Considerations

- 2.1.1** The T46 Project design, construction, and operation must meet all federal, state, and local laws and regulations.
- 2.1.2** The Partner will be expected to coordinate with and accommodate treaty-protected Tribal fishing activities.
- 2.1.3** The Partner must meet minimum Port insurance requirements for all phases of the T46 Project, including design, construction, and operation.
- 2.1.4** The T46 Cruise Facility must receive a nationally-recognized environmental certification.

- 2.1.5 The T46 Project design should be reflective of the surrounding community and its rich waterfront heritage.
- 2.1.6 The T46 Project construction should use local/regional materials and suppliers and recycled materials where practicable.
- 2.1.7 The T46 Project construction equipment must use alternative fuels and reduce idling.
- 2.1.8 The Partner must promote integration with downtown and the waterfront, including promotion of local, small, women, and minority owned businesses.
- 2.1.9 The Partner's operations must assist the Port in its goal of reducing carbon emissions by 50 percent by 2030 and being carbon-neutral by 2050.
- 2.1.10 The design or construction of any maintenance or repair building will be the responsibility of the Partner.

2.2 Coordination/Interaction with Cargo and Other Operations

The Port envisions the entire Terminal 46 site as a flexible maritime transportation facility, with marine cargo and cruise sharing a site. The Port understands that the NWSA will use the NWSA Facility (i.e., the property adjacent to the Port Area) for marine cargo operations during the term of the Agreement. T46 Cruise Facility operations will share the primary T46 roadway access with other common T46 uses. Coordination of overall T46 site usage between the Partner, the Port, and the NWSA (including access, utilities, common areas, etc.) will be required.

2.3 Cruise Operational Storage

The Proposal may identify additional areas inside or outside of the designated acreage that could be utilized for cruise warehousing or cold storage operations, storage of stevedore cruise equipment, staging, and other related uses. This will be negotiated with the Port and/or the NWSA depending upon the Proposals but must be incorporated into the design approach if proposed.

2.4 Land Use

Terminal 46 is an approximately 86-acre marine cargo facility at the south end of downtown Seattle. T46 is classified as a waterfront lot (SMC 23.60A.924). The shoreline designation for the site is Urban Industrial (UI; SMC Chapter 23.60A, Subchapter XIII). The site is zoned as General Industrial 1, Unlimited 85 (IG1 U/85; SMC Chapter 23.50 Industrial), within the Greater Duwamish Manufacturing/Industrial Center. Environmentally critical area overlays on and near the site include liquefaction, wildlife, and flooding potential.

Nearly half of the Port Area is subject to a Port Management Agreement between the Washington State Department of Natural Resources and the Port. A copy of the Port Management Agreement is included as Exhibit E to this RFP.

A Port objective for the T46 Cruise Facility is to deliver the maximum regional economic impact allowed within the existing maritime industrial framework.

Passenger terminals are an allowed use at Terminal 46. Other uses on-site, either during the Cruise Season or the Off-Season, will be considered if consistent with the Port Principles outlined in Section II.2 of the RFP and if allowed by the City as a principal use or accessory use to the cruise terminal.

2.5 Site Access, Traffic, and Transportation

2.5.1 Public access

Public access is required of publicly-controlled waterfront development. Public access opportunities will be coordinated between the Partner, the Port, the NWSA, and City departments. Presently, the Port anticipates that public access opportunities will be provided on the soil-supported (i.e., not the wharf structure) portion of the T46 Cruise Facility, most likely to the north of the facility, connecting onto Jackson Street.

2.5.2 Traffic Circulation

Primary vehicle access to the T46 Cruise Facility will be provided via the intersection of South Atlantic Street and Alaskan Way. Secondary access may be provided at South King Street, dependent on circulation and safety concerns. South King Street will not be permitted to be the primary access for provisioning vehicles. The primary access from South Atlantic Street will serve both cruise and cargo operations. Traffic circulation internal to Terminal 46 will be finalized through consultation with the Partner, the Port and the NWSA.

2.5.3 Alternative Transportation

The Partner's operations must promote the use of alternative modes of transportation for passengers and employees and assist the Port in reducing passenger vehicle trips.

2.6 Parking

The Port will not allow the construction of a parking garage at the T46 Cruise Facility or as part of the T46 Project. The Port anticipates that all parking for permitted uses will be on-site surface parking. Any surface parking area(s) must meet minimum parking requirements based on use as outlined in City code. The Port supports reducing passenger vehicle use and limiting parking to that which is necessary to support the proposed uses on the site. City code requires that 10 percent of the parking spaces be equipped for electric vehicle charging. The number of parking spaces for the T46 Cruise Facility will require collaboration between the Partner and the Port.

2.7 Stormwater

The Partner's proposed cruise operations for the T46 Cruise Facility must comply with the Port's Phase I Municipal Stormwater Permit. The Partner will provide the Port with a Stormwater Pollution Prevention Plan to meet Municipal Stormwater Permit requirements.

Industrial Stormwater General Permit (“ISGP”) coverage may be required at this facility if there is vehicle maintenance, fueling, or equipment cleaning. The Partner will be responsible for obtaining all permits, including an ISGP, that may be required by the Partner’s proposed on-site operations.

A Construction Stormwater General Permit will likely be required for the T46 Cruise Facility construction. The building design will be reviewed by the Port and by the City for stormwater and grading compliance associated with City and State of Washington regulations.

The Partner also will comply with the Port’s best management practices (the “BMPs”) for cruise terminal operations, which are established and may be modified periodically over the term of the agreement to be consistent with the Clean Water Act, Clean Air Act, and State of Washington laws and regulations and to help ensure the safekeeping of Elliott Bay, the marine environment, and air quality. A copy of the Port’s current BMPs is included as Exhibit F to this RFP.

The stormwater basins between the Port and the NWSA do not currently correspond to the lease line. Coordination will be needed to effectively manage stormwater infrastructure and compliance responsibility. The Port’s current plan assumes no significant regrading, repaving or addition of raised landscape areas. Any change to those elements will require evaluation and potential modification to the existing stormwater system.

2.8 Utilities

The Port will provide utility infrastructure on the T46 Cruise Facility site with the expectation that it services the T46 Cruise Terminal Building, other structures, and cruise vessels. It includes power supply, water supply, communication infrastructure, natural gas supply, and sewer. Utilities to the T46 Cruise Facility will typically be separate from the NWSA cargo portion of T46.

The Partner will be responsible for all utilities at the T46 Cruise Terminal Building as necessary for its construction and operation. Coordination will be required with the Port such that the Port provides utilities across the site to the building and other locations, then the Partner connects the buildings to those utility supplies. The Partner will be required to share monthly utility use information with the Port. The Port will provide a new substation for power supply to the T46 Cruise Facility. This substation is currently projected to be located on the T46 Cruise Facility, just to the north of the existing Administration Building parking lot.

Shore power supply will be provided by the Port to the T46 Cruise Facility; some components of the infrastructure will be the responsibility of the Partner. Proposals will be based on the Port bringing shore power from the uplands to two (2) separate vaults at the waterward edge of the wharf structure. The Partner will then bring power from those vaults to the vessel. The Port will require all homeport shore power-capable vessels to connect to shore power while at berth. The Partner will provide the Port with a weekly record of the vessels that plugged into shore power.

Unless otherwise agreed, there shall be no discharge of exhaust gas cleaning systems' wash water while at berth.

2.9 Seismic and Environmental Load Considerations

2.9.1 Site Class

Terminal 46 is generally categorized as Site Class E. All work proposed for Terminal 46 to which building codes apply, including the T46 Cruise Terminal Building, should expect to use this Site Class throughout the design.

2.9.2 Wharf Seismic

The existing pile-supported concrete wharf structure, which is approximately 100 feet wide from the bulkhead to the waterward edge, must be considered carefully for operational purposes due to occupancy-based building code requirements. For access to the vessel by passengers and vessel crew, the existing wharf structure and its supporting slope must be either a) avoided or b) seismically upgraded. Provisioning operations may still occur on the existing wharf structure in areas that have not been seismically upgraded. Passengers and vessel crew will not be allowed on any portion of the wharf structure that has not been upgraded. Broadly described options include:

- **Seismically-isolated gangway system**

A gangway bridge system that is seismically-isolated from the existing wharf structure, spanning from the passenger terminal area to the cruise ship. Passengers and vessel crew access the vessel via this bridge system only. The wharf is only used for provisioning; passengers and vessel crew are not permitted on the wharf structure. No structural support of the gangway system is provided by the existing wharf.

- **Seismically-upgraded wharf structure**

Limited seismically-upgraded access areas of the wharf structure. Passengers and vessel crew access the vessel via these limited upgraded areas, either directly on the wharf itself or on a wharf-supported gangway system. Barriers must be placed on the wharf structure to designate public (passenger and vessel crew) and non-public (provisioning) areas. Passengers and vessel crew will not be permitted on non-upgraded portions of the wharf structure. It is understood that seismic upgrade will require slope improvements as required to meet current code-required safety factors for slope stability.

The Port has assessed both options for performance, cost, and schedule and selected the seismically-isolated gangway system as its preferred

vessel access option, as reflected in the 15 percent design and schedule assumptions of the Port's Project.

As part of the selection process, the Port will consider and evaluate proposals for alternative vessel access options based on information provided in Submittal Document 15. The Port assumes that all additional costs associated with alternative vessel access options will be borne by Partner, and that assumption should be reflected in any responses to Submittal Document 15.

2.9.3 Tsunami

New development at the site will be required to meet tsunami design standards as required by City building code. This includes designing for predicted tsunami run-up.

2.10 North Berth

The North Berth is not included in the T46 Project or as part of the Premises. It is assumed that use of the North Berth would require significant redevelopment of this portion of T46 due to existing conditions and capacity. The Port may negotiate with the Partner on any proposed use and redevelopment of this area as a separate project.

3. SCHEDULE ASSUMPTIONS

Key schedule assumptions:

Draft EIS	Spring 2020
Port Project 30%	Spring 2020
Final EIS	Summer 2020
JARPA Submittal	Summer 2020
Shoreline MUP Submittal	Summer 2020
Shoreline MUP Issuance	Spring 2021
USACOE Permit Issuance	Summer 2021
Port Construction Start	Summer 2021
Port Construction Complete	Early 2023

End of Project Scope

SECTION IV

RFP SUBMITTAL DOCUMENTS

SUBMITTAL DOCUMENT 1: PROPOSAL FORM

Each partner and/or member of the Proposer shall execute a Proposal Form in the form identified below.

To: PORT OF SEATTLE

We agree, if this Proposal is accepted, to enter into an Agreement with the Port subject to the requirements of this RFP and the terms and conditions contained herein.

Receipt of RFP Addenda numbered ___ through ___ is hereby acknowledged.

Submitted By:	
	_____ (Complete, Registered Company Name)
	_____ (Name of Proposer- typewritten or printed)
	_____ (Signature and Title)
Address:	
	_____ (Business Address - typewritten or printed)
Telephone:	
Fax:	
Email:	
Date:	
Washington Unified Business Identifier (UBI)	

SUBMITTAL DOCUMENT 2: DESIGN APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to ten (10) pages.

Describe in detail your proposed approach to the design of the new T46 Cruise Facility that will meet or exceed the requirements described in this RFP. Your response must assume a seismically-isolated gangway support system with associated wharf access limitations. Your response should include the following elements:

1. **Operational and Infrastructure Plan:** *This plan is not included in the page count for this Submittal Document.* Provide an operational and infrastructure site plan that includes a gangway system with seismically-isolated foundations. The site plan should include the following information:
 - T46 Cruise Terminal Building (approximate size- square footage, length, width, height)
 - Vessel Access Infrastructure layout
 - Accessory buildings/uses (approximate sizes- square footage, length, width, height)
 - General circulation, including site access/egress points
 - Parking (space breakdown per user type- employee, longshore, bus, TNC, provisioning, personal vehicle, etc; 10 percent electric vehicle charging stations)
 - Whether full use of the Port Area is intended or required
2. **Vessel Access Infrastructure Plan:** *This plan is not included in the page count for this Submittal Document.* Present information regarding your proposed plan for providing access to the vessel across the wharf structure and slope via a gangway system with seismically-isolated foundations, related to Section III.2.9.2 of this RFP. Note that vessel crew, passengers, and any other members of the public will not be permitted on existing wharf structure. Provisioning, lay berthing, and other maritime industrial activities consistent with non-public cargo operations may continue on the existing wharf structure. In the proposed plan, include the following:
 - a) Operational diagram for vessel access indicating travel paths of passengers/public, vessel crew, and provisioning crew between the uplands or T46 Cruise Terminal Building and the vessel.
 - b) Plan views of the affected wharf area, showing the following elements:
 1. Vessel Access Infrastructure schematic plan, including indication of general type, size, and location of gangways and associated seismically-isolated foundations. Show the range of motion of gangways as required to service expected fleet.

2. Anticipated locations of seismic joints between new gangway foundation structures and existing structure.
 3. Anticipated ground improvement types and locations, if any. Include both upland and in-water if applicable.
- c) Proposed section cut through wharf, slope, and waterward face of the T46 Cruise Terminal Building indicating the upland-to-vessel pathways, infrastructure, and elevation ranges for service, including the sub-bulleted elements noted in Item 2b), above.
3. **Vessel Access Infrastructure Description:** Present the following information, related to the plan shown in item 2 above.
 - a) Brief written description of approach to meeting vessel access structure seismic design criteria.
 - b) Brief written description of how the existence of the proposed gangway system and its foundations will impact cargo-handling operations during the Off-Season.
 - c) Brief written description of expected design criteria and critical points of coordination for the Port's seismically-isolated foundations as needed to support the Partner's proposed gangway system design.
 4. Describe how your design approach and architectural concept, including the T46 Cruise Terminal Building, conform to the Port Principles (see Section II.2 of this RFP), taking into account the site development considerations (see Section III.2 of this RFP). Include approximate building overall square footage and building footprint square footage.
 5. Describe your plan for other buildings on the T46 Cruise Facility. Include approximate overall square footage and footprint square footage for any new buildings.
 6. Describe the planned allowed uses you envision at the T46 Cruise Facility, during both the Cruise Season and Off-Season, if applicable. These uses must be consistent with existing City code as either principal or accessory uses, and with Port Principles. For example, on waterfront lots in the Urban Industrial Shoreline District within the Greater Duwamish Manufacturing/Industrial Center, entertainment uses are not allowed as a principal use. Flexible-use parking is not allowed as a principal use in the General Industrial zone within the Greater Duwamish Manufacturing/Industrial Center. Create a table with all buildings and proposed principal and accessory uses on-site and state how your team sees that the use is allowable by code (include code references and any interpretations of the code).
 7. The Cruise Facility must be LEED Gold or an equivalent nationally-recognized environmental certification. Identify the level of building certification or nationally-recognized environmental certification system (LEED, Envision, Living Building Challenge) you would commit to achieving as part of the design. Provide information on any past facilities for which you have received such certifications.
 8. Describe your vision of proposed or desired branding (including any building naming rights) to be included in the T46 Cruise Terminal Building design.

9. Describe how you envision the passenger experience at the T46 Cruise Facility.
10. Describe your approach to design and related construction of Customs and Border Protection facilities and the ongoing maintenance of these areas.
11. Describe how your proposed design minimizes traffic impacts outside of the T46 Cruise Facility. Include use of South Atlantic Street as the primary access and egress point. Describe proposed use of South King Street and how it would alleviate traffic impacts on-site and off-site.
12. Identify, in a table, approximate power demand for the T46 Cruise Facility. Include itemization for shore power, the T46 Cruise Terminal Building, and any other projected power needs. Show approximate connected load as well as overall maximum demand (considering load factors).
13. Describe your planned shore power system, including cable management, based on having access to two (2) shore power vaults.
14. Provide information on moorage requirements. Include whether having two 200-ton double-horn bollards at each end of the berth (four total), as shown in 15 percent Design provided as a new reference document, is anticipated to be sufficient. Note whether 100-ton bollards, as currently exist at the facility, would be acceptable.
15. Describe your vision of an art plan for the T46 Cruise Facility. Investments in public art elements for the T46 Project are expected to be consistent with current Port policies.
16. Describe your proposed design schedule, including the entitlement process. Please refer to the schedule milestone assumptions provided in Section III.3.
17. Identify and describe in detail the make-up and experience of the design team/firms that will be used on the Partner's Project.
18. Describe any additional scope items you anticipate that are not otherwise addressed in this RFP.

SUBMITTAL DOCUMENT 3: CONSTRUCTION APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to five (5) pages.

Describe in detail your proposed approach to the construction (including management of construction work) of the new T46 Cruise Facility that will meet or exceed the requirements described in this RFP. Your response should include the following elements:

1. Describe generally how your construction approach conforms to Port Principles (see Section II.2 of this RFP). Include your plan to maximize sustainable actions/practices during construction.
2. Describe your construction contracting approach, including the proposed procurement model/method, proposed contractor(s), if known, and existing relationship with potential contractors for the Partner's Project.
3. Describe your scheduling approach, including consideration of existing projects that could conflict with or otherwise affect your performance of, or commitment to, the T46 Project.
4. Describe construction sequencing and associated durations for major elements of the Partner's Project. Describe key assumptions and potential challenges for the schedule, as well as opportunities to accelerate the schedule. In the schedule include:
 - T46 Cruise Terminal Building foundation system
 - T46 Cruise Terminal Building superstructure
 - Ground improvements
 - Vessel Access Infrastructure System (as described in Submittal Document 2)
 - Gangways
 - Terminal Site
 - Off-site transportation impacts
5. Provide your summary-level conceptual construction and program cost estimates for the Partner's Project elements in the following template:

ITEM	ESTIMATE (million)
Terminal Building Foundations	\$-
Terminal Building Superstructure	\$-
Ground Improvements	\$-

Vessel Access Infrastructure System	\$-
Gangways	\$-
Other Structures/Elements	\$-
Terminal Site	\$-
Washington State Sales Tax	\$-
TOTAL CONSTRUCTION COST	\$-
CONTINGENCIES	\$-
ESCALATION	\$-
DESIGN/PROFESSIONAL SERVICES	\$-
OPERATING EQUIPMENT	\$-
TOTAL	\$-

Describe your approach on contingencies/reserves. If included in the estimate, describe what is included in items “Other Structures/Elements” and “Operating Equipment,” as well as any items not specifically called out.

6. Describe your approach for inclusion of performance guarantees/liquidated damages in your anticipated construction contracts.
7. There will be concurrent construction activities led by the Port and portions of T46 will be operated by tenants of the NWSA and the Port. Describe your plan for stakeholder coordination.
8. The Port’s Construction Safety team will collaborate with the Partner’s construction team on construction safety. Describe the Partner’s construction safety philosophy and engagement plans with the Port and other stakeholders in those activities.

SUBMITTAL DOCUMENT 4: OPERATIONAL APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to six (6) pages.

Describe in detail your proposed approach to the operations (including both cruise and non-cruise uses) of the new T46 Cruise Facility that will meet or exceed the requirements described in this RFP. Your response should include the following elements:

1. Describe generally how your operational approach conforms to Port Principles (see Section II.2 of this RFP).
2. Describe your proposed berthing policy and approach to cruise scheduling as well as the mix of vessels expected to call. Include information on passenger capacities, vessel dimensions, shore power capabilities, and other emissions-reduction measures.
3. Describe your experience and planned approach to performing passenger services and guest flow. Share your experience with passenger check-in systems and facial recognition technology. Note that on December 10, 2019, the Port Commission adopted a set of principles guiding the use of biometric technology at Port of Seattle maritime and aviation facilities.
4. Provide examples of and experience with hospitality and concierge services and how these would be performed at the new T46 Cruise Facility.
5. Describe how passenger experience, crew efficiency, and security would be maintained with your proposed Vessel Access Infrastructure system. Describe your approach to maintaining security requirements during active operations, off hours, and when the T46 Cruise Facility is closed. Describe your experience and approach to ongoing Customs and Border Protection operations for passengers and crew.
6. Describe your planned approach to ensuring stevedoring services are provided to meet the cruise lines requirements for regular turn-around calls and special needs of the vessel when at the wharf. Use examples of demonstrated experience in this area.
7. Describe your plan for supplying equipment needed for a turnaround operation inclusive of provisioning and baggage operations on the wharf and in the T46 Cruise Facility.
8. Describe your approach to baggage operations and the coordination between the terminal operator and the stevedore.
9. Surface parking is allowed on-site. As stated in the Port Principles, the Port is seeking vehicle trip reduction opportunities and options other than passenger vehicles for access to the T46 Cruise Facility. Describe how you will integrate vehicle trip reduction opportunities into your operations and provide examples of how you have done this at your other operations.
10. Describe your approach and experience in working with the International Longshore and Warehouse Union (ILWU) and other represented workers and your plan to implement a

successful relationship with them. Provide specific detail on past experience with waterfront labor during facility operations.

11. Describe your plan for ensuring operations are in compliance with environmental policies and BMPs (see Exhibit F).
12. Describe in detail your expectations for principal or accessory uses during the Off-Season and on Non-cruise Days. Identify the accessory uses that you will propose to the City and how you will manage the facility for such accessory uses.
13. Provide examples of experience with connecting vessels to shore power equipment.
14. Provide a plan for janitorial services and site management.
15. Describe your approach for coordination of operations with the Port and the NWSA, including other tenants that may occupy other portions of Terminal 46.
16. Generally describe your approach to maintenance and future capital improvements.
17. Describe your plan to perform maintenance and repair, including any necessary facilities that you would intend to construct as part of the T46 Project.
18. Describe your approach to marketing the T46 Cruise Facility and the services it supports and offers.

SUBMITTAL DOCUMENT 5: FINANCIAL PROPOSAL

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to four (4) pages.

Consistent with the Port Principles, the Port is seeking a return on investment at or better than what could be generated under a fully Port-funded approach. The Port expects that any applicable activity (both cruise and non-cruise) within the T46 Premises will be subject to the Port's published tariff. The Port envisions a business arrangement whereby the Partner would pay annual ground rent to the Port and also be responsible for collecting and paying the fees specified in the Port Terminal Tariff No. 5; the bundled fee includes passenger and dockage fees that provide revenue to the Port. The other components of the bundled fee and other fees included in the tariff are reimbursements or pass-through fees that the Partner will be required to pay. Similarly, the Partner would collect and remit tariff fees for any non-cruise uses of the facility and may impose and retain its own separately established fees.

As a base case, the ground rent would be subject to a CPI escalator. The passenger and dockage fee components of the bundled fee may be adjusted by the Port annually at its sole discretion. If the Partner proposes a cap on increases to those fees, that cap will be no less than 5 percent per annum. The operator could separately set its own customer charges or fees (in addition to the Port's tariff) from which it would secure its return on invested capital. The Port is obligated to pay the NWSA annual rent of \$3.8 million in 2020, subject to a 2 percent per annum escalator for the Port Area.

1. Based on the scope described above, provide the information required to complete the cash flow spreadsheet attached as **Exhibit J**. If the Port does not exercise its option(s) to extend the ILA with the NWSA for the use of the Port Area beyond 2042 (and therefore does not extend the Agreement with the Partner), the Port may consider termination payment(s) to the Partner that reflect the unamortized value of any structures built by the Partner and that will remain on the Premises and revert to ownership by the Port. The information should be submitted in Excel format. The Excel document shall not count toward the general page limitation for this submittal. In addition to the Excel file, provide the following:
 - a) Specify any proposed dollar amount of a payment from the Port proposed if the Port fails to exercise any of the four (4) options (described in Section II.1.4) after 2042 and the assumptions used to establish that dollar amount, in particular the projected unamortized value of any buildings;
 - b) Specify the percentage of the passenger and dockage fee components of the bundled fee (section 4006 of Port Terminal Tariff No. 5), if any, that the Partner proposes to retain;
 - c) Specify the proposed cap increase to the passenger and dockage fee components of the bundled fee, if any.
2. Describe the basis for the forecast and the MAG, including:
 - a) Demand analysis;

- b) Assumptions regarding the cruise lines' capability to meet that demand at this facility;
 - c) Challenges that may impact the forecast, including assessment of the capacity of ports of call to berth the sailings embedded in your forecast.
3. Provide any alternative approaches you would recommend for Port consideration to ensure that all cruise facilities in the harbor maintain maximum utilization and generate harbor-wide cruise revenues and economic value to the region.
 4. Describe in detail your proposed plan of finance for the new T46 Cruise Facility. For any assumed debt funding, describe in detail the mechanism for such funding and document all committed funding for the T46 Project, if any. The Port reserves the right to limit lease assumption and re-let.
 5. Discuss your forecast for annual maintenance and future capital investments and your proposed plan for funding these capital investments. Confirm that the Partner is prepared to fund these costs for its project elements.
 6. Describe the financial feasibility of the investment, including the key risks and opportunities.

SUBMITTAL DOCUMENT 6: ENVIRONMENTAL STEWARDSHIP PROPOSAL

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to ten (10) pages. The focus of this RFP revision is to receive additional information on your past environmental stewardship practices (at the design, construction and operational phases) to bolster any stated commitments. Information provided on example plans and projects will not count against the page limit.

Describe in detail your proposed approach to helping meet the Port's goal for environmental stewardship and sustainability that exceeds regulations in the design, construction, and operation of the T46 Cruise Facility. Your response should include the following elements:

1. Describe generally how your environmental stewardship proposal conforms to Port Principles (Section II.2 of this RFP).
2. The Port, based on Port Principles, requires the Partner to obtain LEED Gold certification or higher, or an equivalent rating from another nationally-recognized environmental certification.
 - a) Identify the highest level of LEED or equivalent certification for the T46 Cruise Facility you would commit to for the T46 Project.
 - b) Provide information on any certified facilities you currently operate.
3. **Provide a draft plan and a list of specific commitments and/or enforcement strategies showing how the proposed T46 Cruise Terminal Building and at-berth operations will meet or exceed the Port's goal of reducing carbon by 50 percent by 2030 and being carbon-neutral by 2050.** The plan should include near-term terminal, operational, and vessel strategies and goals to phase out greenhouse gas emissions and air pollution as soon as possible. The plan should include performance measurements, data collection, and commitment to information sharing that demonstrates performance and support towards the achievement of your plans and goals and provides information to the Port towards its Northwest Ports Clean Air Strategy goals. To the extent possible, identified strategies will advance existing climate change and air quality strategies held by the Port, such as the Northwest Ports Clean Air Strategy.

A key element of the Port's clean air and climate change strategy is to ultimately have all vessels utilizing shore power at berth. The Port intends to require 100 percent of homeport cruise vessel calls at Terminal 46 to be shore-power capable and plug-in starting in the first year of operation. Describe your plan to achieve and enforce compliance with this requirement. If not feasible in the first year of operation, describe your proposed phased approach and schedule for the deployment or positioning of homeport vessels with shore power capability at Terminal 46. Your plan should assume the electrical capacity and infrastructure bringing the electricity to the wharf will be available.

Provide any existing air quality and climate change plans you have in place as evidence of your ability to meet these goals.

4. **Provide a draft plan, a list of specific commitments, and/or enforcement strategies showing how proposed at-berth vessel operations and, as applicable, vessel operations underway will meet or exceed International Maritime Organization (IMO) Emission Control Area (ECA) requirements for air emissions.** A plan should identify operational strategies, performance measurements, and protocols for sharing emissions information to demonstrate compliance with all Port, regional, state, and international air quality and GHG requirements and to support development of jurisdictional emission inventories.
5. The Port and its cruise MOU partners (Ecology and CLIA-NWC) have long been leaders in water quality preservation by voluntarily exceeding water quality regulations. In response to growing local and global concern around exhaust gas cleaning systems' wash water discharges to sea, the Port has prohibited all wash water discharges at berth and supports elimination of wash water discharges, to the extent practicable, underway in Washington waters. **Provide a draft plan that identifies and demonstrates strategies and/or enforcement strategies to address all discharge types from vessels to water, including black water, grey water, and exhaust gas cleaning system wash water and adhere to the Port's at-berth best management practices.**
6. Identify the design features you would include in the T46 Cruise Facility and T46 Cruise Terminal Building to exceed the City's commercial building energy code. **Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.**
7. Identify design features you would use to minimize or entirely avoid fossil natural gas usage for building operations and use grid-distributed or on-site renewable fuels such as renewable natural gas, solar energy, or wind power. Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.
8. Identify design features or operational requirements you would incorporate to contribute to meeting Port Principles regarding sustainable transportation access, to minimize fossil fuels usage for transportation operations. Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.
9. Identify design features that you will employ to reduce water consumption beyond code requirements. **Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.**
10. The Port has goals for Port-managed facilities to achieve a waste diversion rate of more than 60 percent. Provide goals and strategies for waste diversion at the T46 Cruise Facility and for vessel operations. **Provide information from your current operations as evidence of your ability to meet these goals.**
11. **Provide information, strategies, and a list of specific commitments your team would be able to influence or carry out to reduce underwater noise at berth and while underway in Washington waters to protect sensitive and endangered species.**
12. Explain other environmental stewardship opportunities your team will bring to the T46

Project that will demonstrate national leadership and advance the Port's efforts to be the greenest port in North America. **Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.**

SUBMITTAL DOCUMENT 7: COMMUNITY AND REGIONAL GOVERNMENT ENGAGEMENT

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to five (5) pages.

1. Describe generally how your engagement proposals (requested below) conform to Port Principles (see Section II.2 of this RFP).
2. Describe your previous experience with Community Benefit Agreements (CBAs). CBAs are often used with appropriate community organizations to foster equity and social justice and provide benefit to the communities that might be impacted by a project.
3. **Community Engagement:** Describe in detail how you will work with the surrounding communities on the new T46 Cruise Facility during all phases of the T46 Project (i.e., design, construction, and operation).
 - a) Identify how you will work with each of the following neighborhoods' businesses, residents, and community organizations:
 - Pioneer Square
 - SODO
 - Chinatown/International District
 - Downtown/Commercial Core

Please be specific in outlining your planned engagement during each phase of development, construction, and operation. Provide examples of how this work was accomplished in the past.

- b) Address how you will work with the two neighboring stadium development authorities (Seattle Public Facilities District and Washington State Public Stadium Authority), the associated teams (Mariners, Seahawks, and Sounders), and other event organizers that utilize those spaces. Elaborate on the roles that you would expect the stadia to play and the methods you would use in coordinating event scheduling. If you have examples of how this work was accomplished in the past, please provide that as well.
- c) Identify how you will work with other immediate nearby neighborhood businesses and address issues related to communications, decision making, security, marketing, and other elements of your proposal.
- d) Provide specific examples of community engagement and partnerships that you have implemented on past projects. What specifically contributed to the success of each initiative?
- e) Provide specific examples of how you have resolved community issues on past projects. Describe the approach used.

- f) Describe what role you envision for the Port in the community engagement realm. What are your expectations?
4. **Tribal Engagement:** Describe how you will work with regional tribes during all phases of the T46 Project (i.e., design, construction, and operation), beyond any formally required consultation. The Suquamish Tribe and Muckleshoot Indian Tribe both have “Usual and Accustomed” fishing areas within the vicinity of Terminal 46.
- a) Please specifically identify how you will work with each tribe during each phase of the T46 Project: **design, construction, and operations, including vessel schedules.**
5. **Local Government Engagement:** Describe how you will work with other local government agencies during all phases of the T46 Project (i.e., design, construction, and operation), beyond any required engagement to secure project permits.
- a) Please identify how you will work with key agencies within City and King County governments during each phase of the T46 Project (i.e., design, construction, and operation). Examples of partnership and coordination agencies likely include Seattle Department of Transportation, Seattle’s Office of the Waterfront and Civic Projects, Sound Transit, and King County Metro.
- b) Provide examples of how you have engaged with local government agencies on past projects, including in each project phase (i.e., design, construction and operation).
- c) Describe the role you envision for the Port in the government relations realm. What are your expectations?

SUBMITTAL DOCUMENT 8: PRESERVATION OF THE WORKING WATERFRONT AND MARINE CARGO ACTIVITY

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to three (3) pages.

Describe in detail any ideas you have for additional elements that could provide a direct economic and/or public benefit in connection with the T46 Project.

1. Describe in detail your experience working with marine cargo operators such as is envisioned on the remainder of Terminal 46.
2. Describe your plans to enhance maritime industrial uses at the T46 Cruise Facility (beyond cruise), including planned Off-Season use.
3. Describe your plans to complement the T46 Cruise Facility operations with other maritime industrial uses during the Off-Season or on Non-cruise Days.
4. Describe your approach to preserving industrial-zoned land.
5. To provide additional space for marine cargo operations or other maritime industrial uses, what is the minimum number of acres of the Port Area that you require for the T46 Cruise Facility?

SUBMITTAL DOCUMENT 9: TRANSPORTATION IMPROVEMENT

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to seven (7) pages.

Describe in detail your proposed approach to help meet the Port's goal to facilitate improved transportation mobility of people and goods in the region. Your response should include the following elements:

1. Describe generally how your transportation proposal conforms to Port Principles (see Section II.2 of the RFP).
2. Transportation of customers and employees from the region, the downtown area, and the airport to the T46 Cruise Facility will have both traffic and related air quality impacts. It is anticipated that the Port and the City will require the T46 Cruise Facility operator to commit to programs that reduce vehicle trips to the T46 Cruise Facility as part of an overall transportation management plan and to provide operational plans to avoid or reduce congestion, idling, and local queuing on rights of way. What commitments and programs would your team be willing to make to reduce cruise passenger, provisioning, and employee trips to and near the T46 Cruise Facility? What is the minimum number of parking spaces necessary on-site for the facility to function smoothly (including employees, provisioning, passengers, etc.)?
 - a) Describe operational and internal circulation plans to avoid or reduce congestion, idling, and local queuing on rights of way. Describe how your proposal may direct individual travel modes uniquely on site, for example, TNCs, taxis, airport buses, courtesy shuttles, and employee access.
 - b) T46 will be shared by cruise and cargo facilities which could have simultaneous operations. What on-terminal traffic circulation, wayfinding, and traffic control (including use of flaggers) do you propose to separate the traffic for these two functions?
3. T46 is in close proximity to Seattle's sports and special events stadia. **What do you propose to minimize traffic congestion during functions at these stadia?** Provide a draft plan and identify how each element will address traffic concerns.
4. Pier 66 has limited on-street staging for trucks on cruise days, and many of the suppliers visit multiple terminals when cruise ships are in port. Would you be willing to create a truck staging area that could serve multiple cruise terminals? If so, describe how that would work.
5. The T46 Cruise Facility and the associated transportation infrastructure may have low use for many days of the year. What opportunities are there to use some of this infrastructure for other purposes consistent with City zoning and code requirements? How would that benefit the City and/or nearby neighborhoods? How would that impact traffic in the Off-Season or on Non-cruise Days?

SUBMITTAL DOCUMENT 10: DIVERSITY IN CONTRACTING INCLUSION PLAN

The Port is committed to providing the maximum practicable opportunity for participation by diverse businesses. The goal is to increase spending on and the number of firms we or our partners contract with by 2022; therefore, the Port has established an Aspirational Goal for the T46 Project of 12 percent for design and 15 percent for construction. The Port strongly encourages proposers to work with diverse businesses to meet or exceed the Aspirational Goals listed in this RFP.

Proposers shall complete an Inclusion Plan similar in form to the example provided in Exhibit H. Proposers shall also answer the following questions.

Proposers shall limit responses to the questions identified in this Submittal Document to four (4) pages, not including the completed Inclusion Plan.

1. Describe the outreach strategy your firm will use to achieve meaningful WMBE participation for the Partner's Project.
2. Describe any business development support your firm provides or will provide to WMBE firms, such as, but not limited to, mentorship programs and/or technical assistance.
3. Describe how your firm will monitor WMBE utilization throughout the life of the Agreement.
4. Describe how your firm will adjust its strategy if not on track to meet the Aspirational Goals.
5. Describe how your firm will ensure prompt payment to its Diverse Firms.
6. Describe how your firm will resolve disputes related to the Agreement if challenges arise with WMBE consultants and contractors.
7. If you are committing to less than the Aspirational Goals identified in this RFP, tell us why.
8. Identify any challenges you anticipate in the inclusion of WMBE firms on this project and your plan to address those challenges.
9. Identify the scopes of work or industries that you anticipate will have the greatest WMBE participation. Please discuss why you believe so? Identify and describe any innovative strategies your team plans to use to recruit and support WMBE firms on this project.
10. Identify the scopes of work or industries you anticipate will have the lowest WMBE participation. What are your plans to support these areas?

The Port will evaluate each Proposer's plan for diverse business participation, inclusion strategy, team composition, and proposed affirmative efforts to meet or exceed the Port's Aspirational Goals for the T46 Project.

SUBMITTAL DOCUMENT 11: MANAGEMENT APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to four (4) pages.

Each Proposer shall provide a narrative description of its team, along with a discussion of the allocation of responsibilities between team members and an organizational chart that addresses the following:

1. Describe the proposed legal entity that will enter into the Agreement with the Port.
2. Describe the legal entity that will guarantee performance for the duration of the Agreement, including the performance of all requirements at the design, construction and operational phases. Describe the financial resources available to support a guarantee for the entire term of the agreement and provide a balance sheet for that entity.
3. Describe the agreements that exist between equity partners.
4. Describe the legal relationship between the team members and a discussion of their experience working together.
5. In an organizational chart and narrative, describe the responsibilities of and relationships between individuals and team members and a rationale for the organizational structure, proposed roles, responsibilities, and lines of authority, and how the organizational structure promotes individual and organizational accountability.
6. Provide a dispute resolution process for resolving disputes between team members. Describe your approach to conflict resolution between the Port and the Proposer and among members of the Proposer's team.
7. Describe examples of team members managing a facility with conflicting interests from tenants or other interested parties. Detail the situations as well as how the issues were addressed.
8. Provide resumes of key individuals and their relevant experience.
9. Provide up to three projects of similar scope and complexity to the T46 Project on which the Proposer (or one of its constituent members) performed responsibilities similar to those envisioned here. The Port may conduct reference checks as part of its evaluation of proposed team members' experience and technical competence. If the Port does elect to conduct reference checks, they will be evaluated and scored under this criterion.
 - a) The Port reserves the right to contact client representatives not included on the list for references where the Port has knowledge that a Proposer has completed or is working on a project with that client. Proposals shall include, at a minimum, the following information:
 - Project name, location, and duration, and dates key staff worked on

the project.

- Brief description of the project and how it relates to the T46 Project.
- Contract value.
- Contact information for the client's representative best able to provide a reference.

10. Describe the Proposer's proposed methodology for identifying problems on the T46 Project, including approaches to mitigating risk and understanding key challenges.
11. Describe the overall management approach to the T46 Project, including the strategies the Proposer will employ to achieve a thorough and clear understanding of the Port's goals and objectives. Identify three (3) key challenges to the T46 Project and, for each challenge identified, propose a strategy to mitigate the potential negative impacts of the challenge and identify any unique approaches, strengths, and/or differentiating resources that will assist the Proposer in approaching the challenge.
12. Provide the name of the individual who will lead negotiations.
 - a) Describe that person's latitude to make decisions.
 - b) Describe that person's other roles and responsibilities.
 - c) Describe that person's access to resources.
13. Provide the names of the persons and/or firms who will provide Seattle-based knowledge in the areas of:
 - a) Permitting.
 - b) Local community relations.
14. Describe how you would propose to ensure compliance with environmental and other contractual requirements (e.g. compliance with the MOU with the Department of Ecology) during operations, including your proposal to ensure such compliance where the Port may not have direct contractual privity with the T46 users.

SUBMITTAL DOCUMENT 12: NORTH BERTH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to one (1) page.

Response to this Submittal Document is optional and will not be incorporated in the evaluation for this Proposal. The Port may use any information provided here to inform its future plans for the North Berth, which is separate from the T46 Project.

1. Describe potential uses for the North Berth if it were to be added to the T46 Cruise Facility in the future.
2. Describe the standard of usability required in order to effect Item #1.
3. Describe the basis for compensating the Port for your use of the North Berth.
4. Describe any impacts on the design, construction, and/or operation of the T46 Cruise Facility if the North Berth were added to the T46 Cruise Facility.

SUBMITTAL DOCUMENT 13: INFORMATION FOR ENVIRONMENTAL REVIEW

Proposers shall complete an Excel file in the format of the document attached as Exhibit I to this RFP, which covers some of the information requested below. All other information should be provided in word format.

Response to this is mandatory but will not be incorporated in the evaluation of this Proposal. The Port may use any information provided here to inform its environmental review process.

1. Provide a forecast of passengers, both for anticipated volumes and for those used to calculate the Minimum Annual Guarantee. Provide the number of ship calls by day of the week for each month, per year, and the anticipated ship size.
2. Provide a forecast of employee numbers needed to operate the proposed principal and accessory uses on-site, on Cruise Days, and Non-cruise Days, and during the Off-Season. Provide a breakdown per month, per year.
3. Provide approximate maximum heights, square footages, and gross-square-foot estimates of the buildings and uses proposed within the Port Area. Uses should be defined as those listed in THE Seattle Municipal Code and defined as principal or accessory use. This should be informed by your operational site plans in Submittal Document 2 and should be able to be cross-referenced to those plans. Identify if these uses are proposed year-round or during Cruise Season, Off-season, or Non-cruise Days.
4. Provide a list of any specific community groups, agencies, tribes, or other stakeholders that were consulted as part of the creation of this Revised RFP, including group or entity names and names of the specific people contacted.

SUBMITTAL DOCUMENT 14 - EXCEPTIONS

Identify all exceptions to the Port's proposed General Terms and Conditions, attached as **Exhibit D** hereto. The list of exceptions should identify with particularity the term or conditions to which exception is taken, the reason for the exception, and any alternate proposed language.

SUBMITTAL DOCUMENT 15: ALTERNATE VESSEL ACCESS OPTION PROPOSAL

Proposers shall complete responses to the following questions and requests only if they intend to propose an alternate vessel access option to the seismically-isolated gangway option preferred by the Port. Responses provided in this section shall correspond only to that alternate plan.

Proposers shall limit responses to this Submittal Document to three (3) pages.

1. **Operational and Infrastructure Plan:** *This plan is not included in the page count for this Submittal Document.* Provide an operational and infrastructure site plan that reflects the proposed alternate vessel access option. The site plan should include the following information:
 - T46 Cruise Terminal Building (approximate size- square footage, length, width, height)
 - Vessel Access Infrastructure layout
 - Accessory buildings/uses (approximate sizes- square footage, length, width, height)
 - General circulation, including site access/egress points
 - Parking (space breakdown per user type- employee, longshore, bus, TNC, provisioning, personal vehicle, etc.; 10 percent electric vehicle charging stations)
 - Whether full use of the Port Area is intended or required
2. **Vessel Access Infrastructure Plan:** *This plan is not included in the page count for this Submittal Document.* Present information regarding the proposed plan for providing access to the vessel across the wharf structure and slope, related to Section III.2.9.2 of this RFP. Note that vessel crew, passengers, and any other members of the public will not be permitted on existing wharf structure that has not been seismically retrofitted. Any gangway providing access for the aforementioned groups must similarly be supported only by a seismically-retrofitted structure or a seismically-independent foundation (Port's preferred vessel access option). Provisioning, lay berthing, and other maritime industrial activities consistent with non-public cargo operations may continue on the existing structure. In the proposed plan, include the following:
 - a) Operational diagram for vessel access indicating travel paths of passengers/public, vessel crew, and provisioning crew between the uplands or T46 Cruise Terminal Building and the vessel.
 - b) Proposed plan views of the affected wharf area, showing the following elements:
 1. Schematic design (with basic structural systems) for any areas of wharf seismic retrofit, new structure, and/or replaced structure.
 2. Gangway system schematic plan, including indication of structural support system.

3. Anticipated seismic joints between new and/or retrofit structures and existing structure, if any.
 4. Ground improvement types and locations, if any. Include both upland and in-water if applicable.
 - c) Proposed section cut through wharf and slope indicating the upland-to-vessel pathways, including the elements noted in Item 2b), above.
3. **Vessel Access Infrastructure Description:** Present the following information, related to the plan shown in item 2 above:
 - a) Brief written description of approach to meet Vessel Access Infrastructure seismic design criteria.
 - b) Brief written description of approach to meet slope stability design criteria if the wharf structure is to support passengers and/or vessel crew.
 - c) Brief written description of how the existence of the gangway system and its foundation (whether isolated or part of the wharf structure) will impact cargo-handling or other operations during the Off-Season.
4. Describe in detail how the selection of an alternate vessel access option would impact your financial proposal.
5. Describe in detail how the selection of an alternate vessel access option would impact your design and construction approach, particularly the schedule.
6. Describe in detail how the selection of an alternate vessel access option would impact your operational approach, particularly for cargo use.

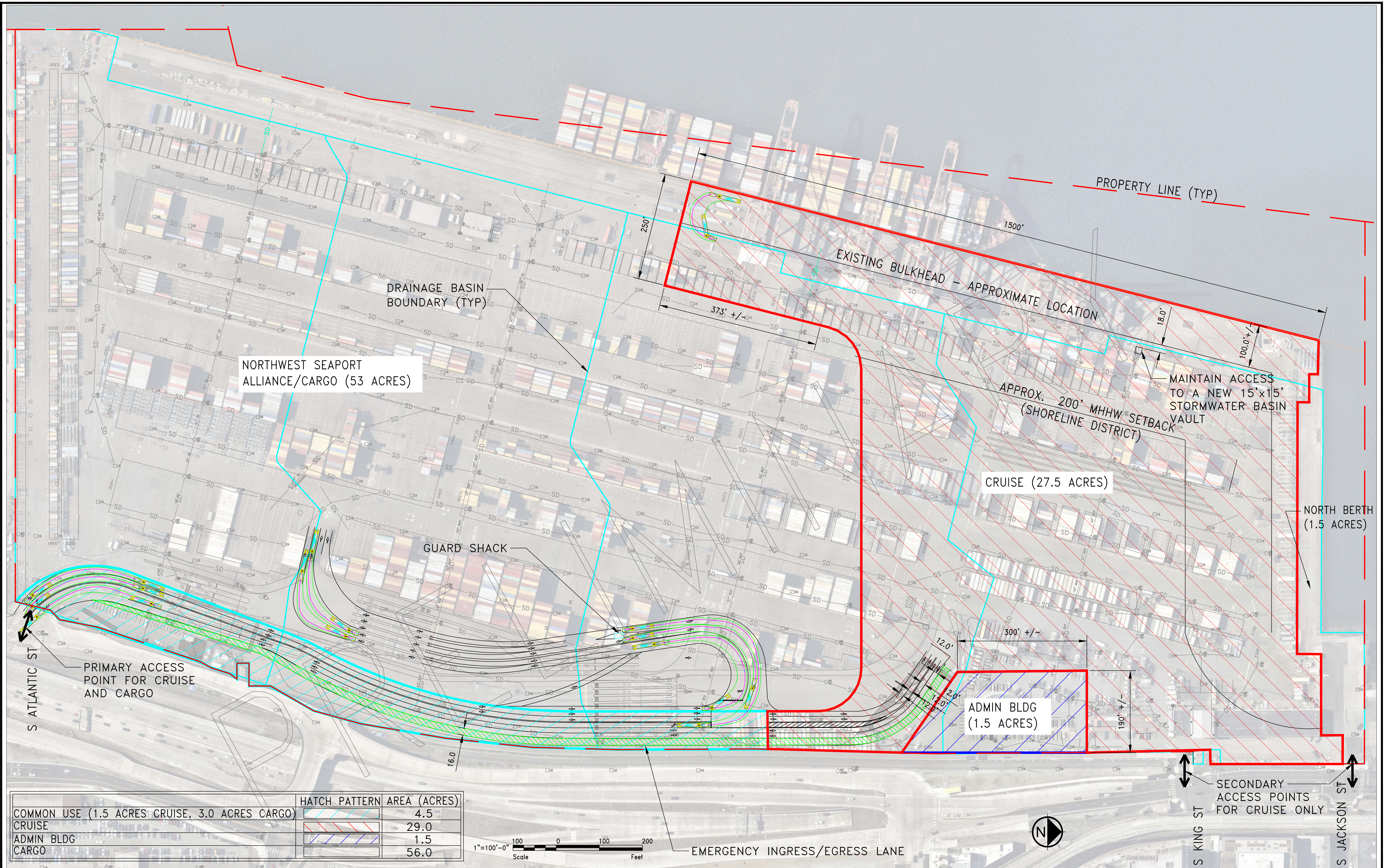
End of RFP Submittal
Documents

SECTION V

EXHIBITS

EXHIBIT A
PROJECT SITE PLAN

I:\T46\2019\U00546 T46 CRUISE TERMINAL SITE PLAN - CRUISE AREA DWG.SAVED: 7/24/2019 4:14 PM PXW415 PLOTTED: 7/25/2019 7:48 AM



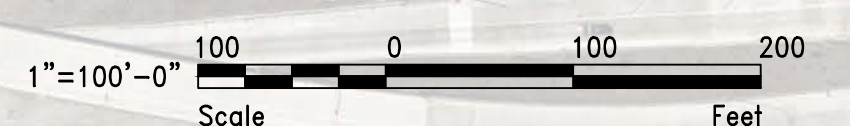
NORTHWEST SEAPORT ALLIANCE/CARGO (53 ACRES)

CRUISE (27.5 ACRES)

NORTH BERTH (1.5 ACRES)

ADMIN BLDG (1.5 ACRES)

	HATCH PATTERN	AREA (ACRES)
COMMON USE (1.5 ACRES CRUISE, 3.0 ACRES CARGO)		4.5
CRUISE		29.0
ADMIN BLDG		1.5
CARGO		56.0



PRELIMINARY - FOR INFORMATION ONLY



EXHIBIT B
INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
BETWEEN THE PORT OF SEATTLE & THE NORTHWEST SEAPORT
ALLIANCE REGARDING THE PORT OF SEATTLE'S USE OF A PORTION OF
TERMINAL 46**

This Interlocal Agreement (the "**ILA**") is made this ____ day of March, 2019, by and between the Port of Seattle, a public port district organized under the laws of the State of Washington ("**POS**") and The Northwest Seaport Alliance, a Washington state port development authority ("**NWSA**"), (cumulatively, "Parties"), under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34 and the Port Joint Powers authority (RCW 53.08.240).

RECITALS

WHEREAS, the POS is organized under the laws of Washington State, as codified at Title 53 RCW. POS owns the property which is the subject of this ILA.

WHEREAS, the respective Commissions of the POS and the Port of Tacoma ("**POT**") are the two Managing Members of NWSA, and the NWSA was formed to operate, manage, and use certain real properties owned by each such Port.

WHEREAS, pursuant to NWSA agreements, the POS licensed the operation, use and management of an international marine cargo terminal business located on the property known as Terminal 46 to NWSA as POS's licensee/agent, effective August 4, 2015.

WHEREAS, POS now seeks to use a portion of Terminal 46 for the development of a new cruise berth and facility and other maritime uses not associated with NWSA operations (the "Permitted Use").

WHEREAS, the Parties wish to memorialize the compensation to be paid by POS to the NWSA for POS's use of a portion of Terminal 46.

NOW THEREFORE, in consideration of the premises contained in this ILA, POS and the NWSA agree as follows:

AGREEMENT

- 1. Premises.** No later than January 1, 2020, POS will have the use of approximately 1500 linear feet on the north portion of the west-facing berth and the use of approximately twenty-nine (29) acres located on the north portion of Terminal 46 (the "Premises"). POS's right to use the Premises includes the right to reasonable access and the right to lease, sublease, license, permit occupancy or otherwise assign its rights under this ILA in furtherance of the Permitted Use described above. POS's right to use the

Premises for any other purpose beside the Permitted Use is subject to agreement by the NWSA, which agreement shall not unreasonably be withheld or delayed. The Premises will be further refined and shown via Exhibit by future Addendum to this ILA as referenced below prior to September 1, 2019, in accordance with Section 4 below.

- 2. Compensation to the NWSA.** Effective January 1, 2020, POS shall pay to the NWSA an annual sum of \$131,948.22 per acre for POS's use of the Premises, which shall be paid in equal monthly installments, provided further, that in no case will the annual compensation paid to the NWSA for the initial year 2020 be less than \$ 3,826,498.38. Utilities will be paid directly by or charged to the POS. Beginning in 2021, compensation shall annually increase by two percent effective the first (1st) day of each January during the term of this ILA.
- 3. Capital Improvements and Maintenance.** The NWSA and the POS will each be responsible for any future capital improvements on their respective terminal premises. Mutually agreed capital investments to common use facilities such as Terminal 46 access points will be shared on a pro rata basis.
- 4. Further Refinement.** Prior to September 1, 2019, the Parties shall execute an Addendum to this ILA to more specifically address issues relating to POS's use of the Premises, which may include but is not limited to the areas below ("Addendum"), some of which include general descriptions of the approach the Parties are intending to take. The Addendum may be executed by the undersigned without further action by the POS Commission or the NWSA Managing Members. If the Parties fail to execute an Addendum prior to September 1, 2019, the Parties shall resolve such dispute in accordance with Section VII of the NWSA Charter. The Parties agree that Terminal 46 shall be managed for the benefit of both Parties and that this Addendum will be based on a reasonable allocation of costs and responsibilities that allow each Party to use its portion of the facility to achieve its business objectives. In general, ongoing investment, maintenance and joint operation of the entire facility shall be approached in a coordinated, holistic manner with a goal to maximize efficient use of individual and shared resources while promoting comprehensive long-term, strategic preservation of this entire maritime-industrial terminal.
 - Detailed description and exhibit describing and identifying the Premises. The Parties agree that the POS Premises shall be

configured so as to best support the success of the cruise facility and operation while not unreasonably interfering with the use of the remainder of the site for cargo operations. The Parties will consider whether it is beneficial to align their respective Premises to correspond with stormwater drainage basins.

- Condition of the Premises: The Premises will be provided in good order and condition on January 1, 2020, and cleared of containers, cranes, etc.
- Rent specifics, including mechanics of payments and standard provisions for abatements or adjustment for special assessments, if any.
- Capital Improvements and maintenance responsibilities for specific circumstances as applicable: POS and NWSA shall form a joint operations team that meets on a regular basis to review maintenance and operations issues.
- Environmental responsibilities and stormwater: The Parties shall be responsible for stormwater on their respective terminal premises and resulting from their operations. The Parties agree that each will comply with applicable stormwater requirements.
- Utilities
- Common areas and shared facilities including access roads: Costs shall be shared on a pro rata basis.
- Damage and Destruction
- Terminal Security
- Signage
- Design approval: Design of improvements on common use areas will be approved by both POS and NWSA.
- Ownership and removal of improvements
- Details related to options to extend, e.g. notice provisions

5. MISCELLANEOUS

A. Third Party Beneficiaries. This ILA does not create any rights, claims, or benefits inuring to any person that is not a party hereto, and it does not create or establish any third-party beneficiary hereto.

B. Binding Effect. This ILA shall be binding upon and inure to the benefit of the Parties, and their legal representatives, successors, and permitted assigns.

C. Severability. If any provision of this ILA shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties agree to use good faith efforts to replace such invalid or unenforceable provision of this ILA with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision. If the Parties cannot reach a mutually agreeable and enforceable replacement for such invalid, illegal, or unenforceable provision, the balance of the ILA shall be interpreted as if such provision were so excluded so as reasonably to effectuate the intent of the Parties.

D. Notices. Unless otherwise specified herein, all notices, consents, approvals, reports, designations, requests, waivers, elections, and other communications authorized or required to be given pursuant to this ILA shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by personal hand-delivery, by facsimile transmission, by electronic mail, by mailing the same in a sealed envelope, certified first-class mail, postage prepaid, return receipt requested, or by air courier guaranteeing overnight delivery, sent to the addresses on Schedule 3 of the NWSA Charter (as such may be updated by notice from time to time).

E. Usage Generally; Interpretation.

1. The captions and headings of this ILA are for convenience of reference only and shall not affect the interpretation of this ILA.
2. Any statute or law defined or referred to herein means such statute or law as from time to time amended, modified, or supplemented, including by succession of comparable successor statutes.

F. Entire Agreement. This ILA embodies the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter herein.

G. Counterparts. This ILA may be executed in any number of counterparts, including by electronic transmission or facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Amendments. The terms and provisions of this ILA may only be modified or amended at any time and from time to time by mutual agreement of the Parties.

I. Further Assurances. Each Party shall execute and deliver any additional documents and instruments and perform any additional acts that the Parties determine to be necessary or appropriate to effectuate and perform the provisions of this ILA.

J. Governing Law. This ILA shall be governed and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law principles thereof. Generally, in the event of a conflict, the following sources of authority shall prevail in descending order of supremacy: (i) Washington state law and regulation, including the Port Joint Powers statute (RCW 53.08.240), the Port Development Authority, Chapter 53.57 RCW; and this ILA; (ii) any policies of the NWSA; and (iii) any policies of the POS.

K. Costs, Fees and Expenses. Each Party shall bear any legal and other costs, fees and expenses incurred by such party in connection with the negotiation and preparation of this ILA and the transactions contemplated hereby.

L. Waivers. No waiver of any breach of any of the terms of this ILA shall be effective unless such waiver is made expressly in writing and executed and delivered by the party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a further or continuing waiver of such breach or a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power, or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or remedy by such party preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

M. Ratification. Acts taken in conformity with this ILA prior to its execution are hereby ratified and affirmed.

N. Assignment. Other than the Port's right to lease, sublease, license, permit occupancy or otherwise assign its rights in furtherance of the Permitted Use as described in Section 1 above, neither Party to this ILA shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this ILA, without the prior written approval of the other.

O. Independent Municipal Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party.

P. Legal Obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.

Q. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

R. Records and Audit. During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to

the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

S. Limits of Financial Obligations/Property Ownership. Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

T. Effective Date & Termination. This ILA shall be effective upon signature by both Parties and a copy being recorded with the respective County Auditors or posted on both Parties' web site as authorized by RCW.39.34.040 shall have a term of twenty-three (23) years commencing from January 1, 2020. This ILA may be extended at the Port's sole discretion for up to four, five-year terms.

U. Indemnification and Hold Harmless.

- a. The NWSA releases the POS from, and shall defend, indemnify, and hold the POS and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the NWSA and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the NWSA's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the POS or its agents, employees, and/or officers.
- b. The NWSA shall defend, indemnify, and hold the POS and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the NWSA's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the POS or its agents, employees, and/or officers.
- c. The POS releases the NWSA from, and shall defend, indemnify, and hold the NWSA and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of

the POT and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the POS's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the NWSA or its agents, employees, and/or officers.

- d. The POS shall defend, indemnify, and hold the NWSA and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the POS's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the NWSA or its agents, employees, and/or officers.
- e. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.
- f. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this ILA against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- g. No liability shall attach to any of the Parties by reason of entering into this ILA except as expressly provided herein.
- h. The provisions of this Section U.(a)-(h) shall survive any termination or expiration of this ILA.

THE NORTHWEST
SEAPORT ALLIANCE:

THE PORT OF SEATTLE:

By: _____
John Wolfe, CEO

By _____
Stephen Metruck,
Executive Director

Date: _____

Date: _____

FIRST ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE & THE NORTHWEST
SEAPORT ALLIANCE REGARDING THE PORT OF SEATTLE'S USE OF A PORTION OF
TERMINAL 46

This First Addendum is made to the Interlocal Agreement by and between the Port of Seattle, a public port district organized under the laws of the State of Washington ("POS") and the Northwest Seaport Alliance, a Washington state port development authority ("NWSA"), (cumulatively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into the Interlocal Agreement, identified herein above, with the effective date of April 2, 2019 (the "ILA") under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34 and the Port Joint Powers authority (RCW 53.08.240); and

WHEREAS, the Parties under the ILA in accordance with "Section 4. Further Refinement" wish to enter into this Addendum to further refine the agreement between the parties. In general, ongoing investment, maintenance and joint operation of the entire facility shall be approached in a coordinated, holistic manner with a goal to maximize efficient use of individual and shared resources while promoting comprehensive long-term, strategic preservation of this entire maritime industrial terminal; and

NOW THEREFORE, the Parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

The ILA is further defined to include the following agreed upon terms and conditions:

1. Premises.

No later than Jan 1, 2020, POS will be entitled to use approximately 29 acres of land, together with exclusive use area of 27.5 Acres and common area of approximately 1.5 Acres (the "Premises"). The Premises as defined on "Exhibit A Cruise Terminal Site Plan" attached hereto, is the agreed upon initial boundaries between the Parties including the common areas. The Parties agree and understand that the boundaries may be changed upon mutual agreement as the development project for the cruise terminal is more fully defined and including, but not exclusive of, accommodating utilities. Parties intend to include a legal description upon the final determination and agreement of the boundaries between the Parties.

2. Further Refinement. Prior to November 1, 2019 the Parties shall execute an additional Addendum or multiple Addenda to this ILA to more specifically address issues relating to the POS's use of the Premises. Such Addenda may be executed by the undersigned without further action by the POS Commission or the NWSA Managing Members. If the Parties fail to execute an Addendum prior to November 1, 2019, the Parties shall resolve such dispute in accordance with Section VII of the NWSA Charter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 30 day of AUGUST 2019.

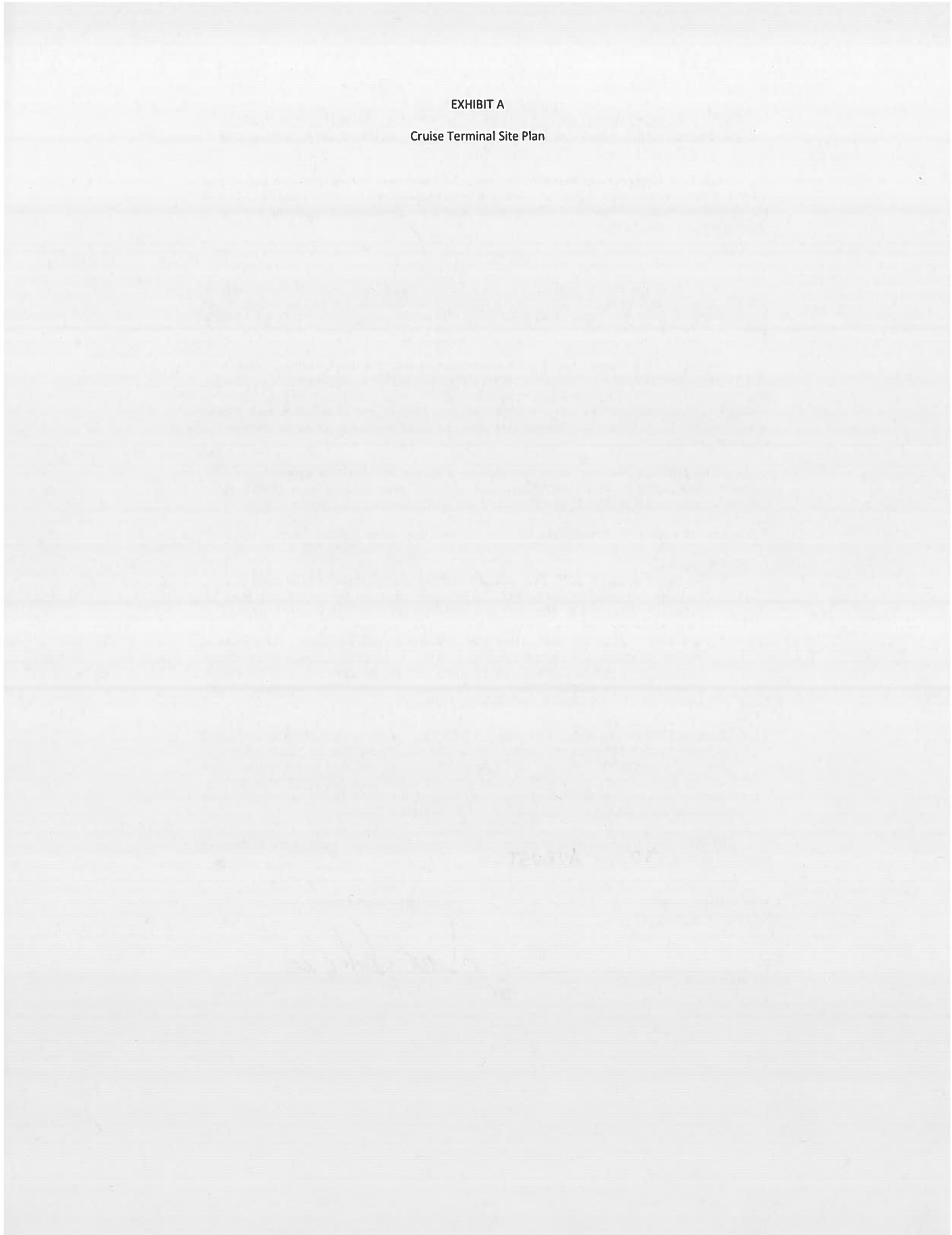
THE NORTHWEST
SEAPORT ALLIANCE:

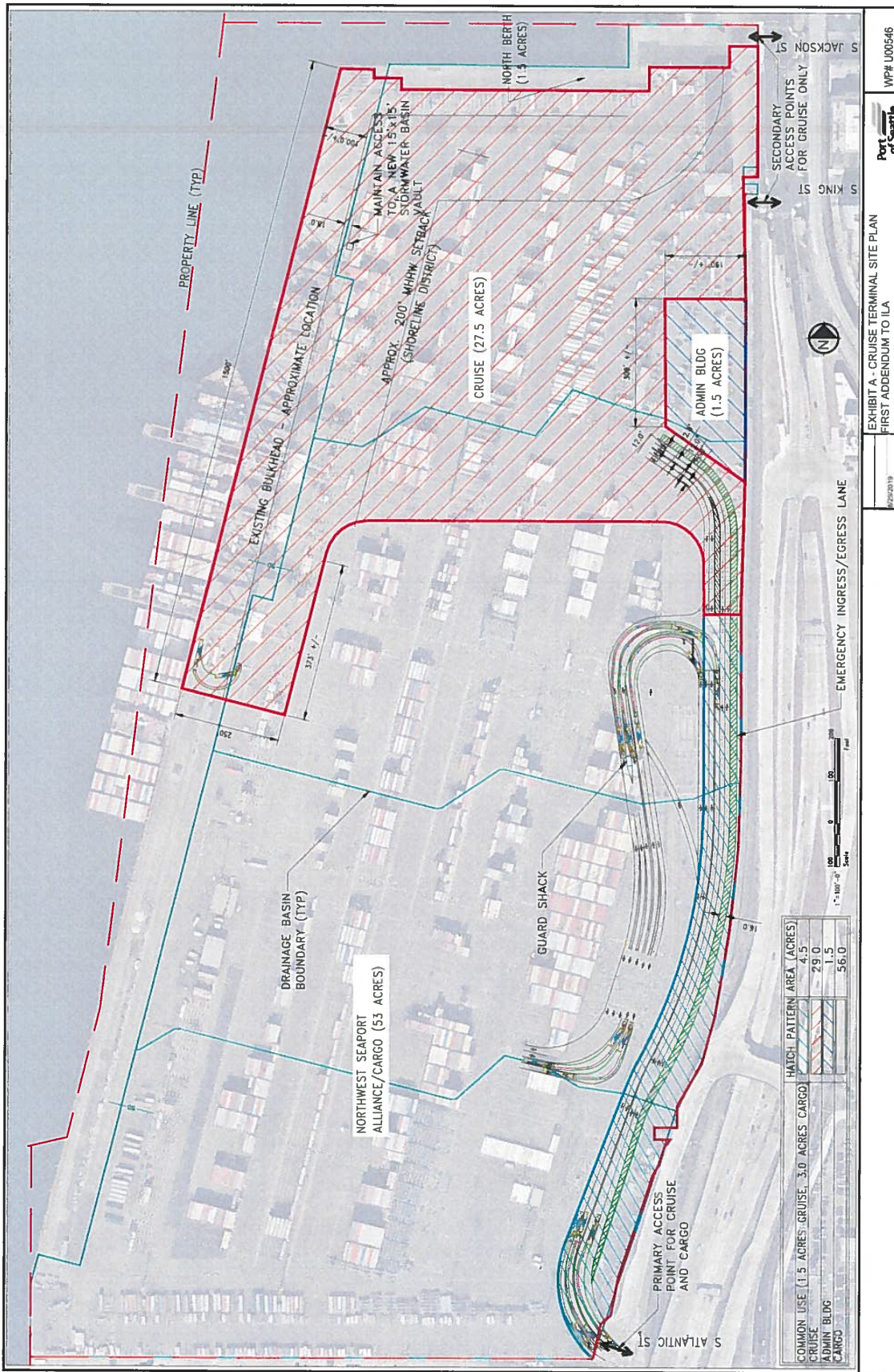
By: _____
John Wolfe, CEO

THE PORT OF SEATTLE

By: 
for Stephen Metruck, Executive Director

EXHIBIT A
Cruise Terminal Site Plan





COMMON USE	ACRES	CARGO	HATCH PATTERN AREA (ACRES)
CRUISE	27.5	3.0	4.5
ADMIN BLDG	1.5	0	0
CARGO	53.0	1.5	56.0

EXHIBIT A - CRUISE TERMINAL SITE PLAN
 FIRST ADDENDUM TO I/LA
 WP# U00546
 Port of Seattle

SECOND ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE & THE NORTHWEST
SEAPORT ALLIANCE REGARDING THE PORT OF SEATTLE'S USE OF A PORTION OF
TERMINAL 46

This Addendum is made to the Interlocal Agreement by and between the Port of Seattle, a public port district organized under the laws of the State of Washington ("POS") and the Northwest Seaport Alliance, a Washington state port development authority ("NWSA"), (cumulatively, the "Parties") with an effective date of November 1, 2019.

WITNESSETH

WHEREAS, the Parties entered into the Interlocal Agreement, identified herein above, with the effective date of April 2, 2019 (the "ILA") under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34 and the Port Joint Powers authority (RCW 53.08.240); and

WHEREAS, the Parties under the ILA in accordance with "Section 4. Further Refinement" of the ILA entered into a First Addendum and enter into this present Second Addendum to further refine the ILA between the Parties for the benefit of both Parties and identify reasonable allocation of costs and responsibilities that allow each Party to use its portion of the facility to achieve its business objectives. In general, ongoing investment, maintenance and joint operation of the entire facility shall be approached in a coordinated, holistic manner with a goal to maximize efficient use of individual and shared resources while promoting comprehensive long-term, strategic preservation of this entire maritime industrial terminal; and

WHEREAS, the Parties recognize that additional addenda may be necessary as the POS conducts its State Environmental Policy Act (SEPA) review of the proposed cruise terminal and the environmental documents created by that review, as well as future design refinements, inform POS's decisions and the decisions of regulatory agencies; and

NOW THEREFORE, the Parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. **Legal Description.** Parties intend to include a legal description upon the final determination and agreement of the boundaries between the Parties by future addenda subsequent to completion of the POS's SEPA environmental review of the proposed cruise terminal.
2. **Interim Use Period.** The POS agrees to allow the NWSA the continued and beneficial use of the Premises after January 1, 2020 up to the date that the POS terminates the interim use period by providing not less than ninety (90) days advance written notice from the POS to NWSA ("Interim Use Period"). During the Interim Use Period, all required maintenance and associated repair costs for that portion of the Premises actually used by the NWSA will be borne by the NWSA and the NWSA will ensure that the Premises are in good order and conditions, free of containers and cranes, at the expiration of the Interim Use Period. The NWSA will require customers whose uses trigger the need for a permit are held responsible for any and all permits required during the Interim Use Period including, but not limited to stormwater, etc.

3. Compensation. During the Interim Use Period described in Paragraph 2 herein above, the NWSA may pay compensation to POS for those portions of the Premises used by the NWSA under any use agreement that the NWSA may enter with a third party. The POS shall be provided drafts of all proposed use agreements, and compensation due to the POS shall be determined by the Parties in writing prior to execution of any such use agreements. The NWSA shall promptly forward a copy of any agreement with third parties involving the use of the Premises. There shall be no Compensation for any portion of the Premises not used by the NWSA during the Interim Use Period.

4. Capital Improvements & Maintenance Responsibilities.

a. Premises. The cost of stormwater maintenance serving the Premises will be determined by the Parties in future addenda no later than January 1, 2020. Prior to termination of the Interim Use Period, the Parties will agree on allocation of maintenance obligations.

b. Common Area. Parties will address responsibility for maintenance and capital improvements for Common Areas by future addendum to ILA

c. Dock/Apron Area. The NWSA shall be responsible for and bear the costs of the repairs, alterations or improvements to the infrastructure supporting the Terminal 46 wharf, dock and apron inclusive of the piling support system and sheet pile walls, as well as the west and north-facing seawall infrastructure and under dock slope, each of which is consistent with other NWSA Container Terminal leases. Any additional special dock structure improvements and the maintenance and repair thereof required specifically for cruise terminal operation purposes shall be the sole responsibility of the POS. Subject to mutual agreement, the NWSA shall perform such repair or maintenance work called to its attention by the POS within a commercially reasonable period after receipt of such notice from the POS. There shall be no abatement or reduction of Compensation paid to the NWSA by POS and the NWSA shall not be responsible for any loss or damages to the POS's business, arising by reason of the NWSA making any such repairs, alterations or improvements.

5. Utilities.

a. Premises. All utilities within the Premises, exclusive of stormwater fees, that are not separately metered, shall be allocated between the Parties by a reasonable equitable cost sharing arrangement which may include sub-metering, estimated use analysis, or Pro Rata share as mutually agreed upon by the Parties.

b. Common Areas. Utilities within the Common Areas shall be allocated on a Pro Rata share basis, as defined herein, unless Parties mutually agree that an alternative cost sharing arrangement is more reasonable.

6. Common Areas.

Pro Rata Share Calculation. The Pro Rata Share term as used here in allocates the division of costs is as follows: POS 33.1% and the NWSA 66.9%. The calculation of the Pro Rata share is factored based upon the and approximate Terminal size of 87.5 Acres comprised of POS 27.5 Acres Exclusive Use, NWSA 55.5 Acres Exclusive Use &

Common Area 4.5 Acres. (87.5 Acres - 4.5 Common Area = 83 Exclusive Use Acres)
(POS 27.5 Acres / 83 Acres = 33.1%) (NWSA 55.5 Acres / 83 Acres = 66.9%)

7. **Terminal Security.** Parties will agree on allocation of security cost for the Interim Use Period no later than January 1, 2020. Post-Interim Use Period Terminal Security allocation will be addressed through the joint operations team formed by the POS and NWSA and memorialized by future ILA addendum.
8. **Signage.** Signage for the common use of the Parties shall be mutually agreed upon, and approvals not unreasonably withheld. The Parties will work towards a common wayfinding program.
9. **Damage & Destruction.** Parties will address appropriate Damage and Destruction provisions by future addendum to ILA.
10. **Ownership & Removal of Improvements.** Upon termination of this ILA as provided in the ILA at Section 5 (T), the Premises shall be returned to the NWSA in the same general good condition as accepted by POS under Section 3 of this Second Addendum. If the NWSA wants any structures removed from the Premises prior to termination, the NWSA shall provide not less than one year's advance written notice to the POS prior to the ILA's termination specifying any improvements that are to be removed. Any improvements remaining on the Premises after termination shall become the property of and owned by the POS.
11. **Options to Extend.** The POS shall notify the NWSA with written notice of its request to exercise any option to extend, defined within the ILA, no more than twenty-four (24) months and no less than eighteen (18) months prior to the expiration of the ILA term and any extension.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 1 day of November, 2019.

THE NORTHWEST
SEAPORT ALLIANCE:

By:


John Wolfe, CEO

THE PORT OF SEATTLE

By:


Stephen Metruck, Executive Director

THIRD ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE & THE NORTHWEST
SEAPORT ALLIANCE REGARDING THE PORT OF SEATTLE'S USE OF A PORTION OF
TERMINAL 46

This Third Addendum is made to the Interlocal Agreement by and between the Port of Seattle, a public port district organized under the laws of the State of Washington ("POS") and the Northwest Seaport Alliance, a Washington state port development authority ("NWSA"), (collectively the "Parties") with an effective date of January 1, 2020, regarding the POS use of a portion of Terminal 46 ("Premises") a terminal facility which management and operation has been licensed to the NWSA .

WITNESSETH

WHEREAS, the Parties entered into the Interlocal Agreement, identified herein above, with the effective date of April 2, 2019 (the "ILA") under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34 and the Port Joint Powers authority (RCW 53.08.240); and

WHEREAS, in accordance with the ILA's "Section 4. Further Refinement," the Parties previously entered into a First Addendum, Second Addendum and this present and Third Addendum to further refine certain ILA terms for the benefit of both Parties and to identify reasonable allocation of costs and responsibilities that allow each Party to use its portion of the Terminal 46 Premises to achieve their respective business objectives. In general, ongoing investment, maintenance and joint operation of the Premises shall be approached in a coordinated, holistic manner with a goal to maximize efficient use of individual and shared resources while promoting comprehensive long-term, strategic preservation of this entire maritime industrial terminal; and

NOW THEREFORE, the Parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

- 1. The ILA, Second Addendum Paragraph 6 "Common Areas" is deleted in its entirety and replaced as follows:**

Pro Rata Share Calculation. The Pro Rata Share term as used here in allocates the division of costs between the Parties as follows: POS 33.5%, the NWSA 66.5%. The calculation of the Pro Rata Share is factored based upon the and approximate Terminal Premises size of 86.5 Acres, comprised of POS: 27.5 Acres Exclusive Cruise Use, POS Cruise Share of Common Area 1.5 Acres with 29 Acres total (33.5%); and NWSA: 53 Acres Cargo Exclusive Use & Cargo Share of Common Area 3.00 Acres, and Administration Building: 1.5 acres or 1.5% for NWSA total Acre 57.5 (66.5%).

- 2. Storm Water Utility Charges.** Storm Water Utility charges are billed by the POS Stormwater Utility. The current entire monthly cost for the Terminal 46 Premises is \$40,244.21 per month, which will increase by approximately 8.2% on January 1, 2020. The Stormwater Utility charges and fees shall be allocated between the Parties by the Pro Rata Shares as defined herein at Paragraph 1, herein above, less the Acres allocated to

the Admin Building. Accordingly, POS shall pay for 29 acres of stormwater fees effective January 1, 2020 (Approx. 33.5% of the monthly stormwater charge for the Terminal Premises), and the NWSA shall pay for 57.5 acres of stormwater fees effective January 1, 2020 (Approx. 66.5% of the monthly stormwater charge for the Terminal Premises).

3. **Stormwater Maintenance Costs** – Each Party shall be responsible for costs of and compliance with their individual stormwater maintenance requirements including stormwater treatment best management practices within their respective Exclusive Areas.
4. **Other Variable Utilities** such as Yard Lighting (Electrical), Water and Sewer, Gas etc., if not directly metered by the City of Seattle or other Utility provider shall be allocated between the Parties by the Prorated Shares as defined by Paragraph 1, herein above.
5. **Exhibit A Aid.** For aid in understanding allocation of costs, a table is attached as Exhibit A which shows a forecast of current Monthly Revenue/Expense based on traditional (Pro Rata Share and direct costs, if applicable) cost sharing.
6. **Security Costs** for the Terminal should also be allocated between the Parties by the Pro Rata Shares as defined by Paragraph 1, herein above.
7. **NWSA and Foss Master License.** The NWSA agrees to include the 29 Acre POS Cruise Exclusive Area and POS allocated 1.5 Acre Common Area under its current Master License with Foss. If a use for any portion of those 29 acres including the adjoining berth area arises, the NWSA will seek POS approval in advance of any use and pass said revenue directly through to the POS. The NWSA will not extract or charge any fees for this service. Any resulting revenue distributed to the POS can be used to offset the above charges for Storm Water, Utilities, Security and Maintenance.
8. Except as expressly amended herein, all other terms and provisions of the ILA and prior Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 31st day of December, 2019.

THE NORTHWEST
SEAPORT ALLIANCE:

THE PORT OF SEATTLE

By:



John Wolfe, CEO

By:



for

Stephen Metruck, Executive Director



Exhibit A

For aid in understanding allocation of costs, the following is a table shows a forecast of **Monthly Revenue/Expense** based on traditional (Pro Rata Share and direct costs, if applicable) cost sharing. The revenue generated for the months of October thru November 2019 under the Master License has averaged approximately **\$23,000 per month**.

	North End (POS Cruise) 33.5%	South End NSWA (66.5%)
Monthly Revenue – (Assume 33.5/66.5 Split)	7,705 (Note: actual rev. Aug thru Nov \$26,376)	15,295
Monthly Expenses: (Assume 33.5/66.5 Split)		
Stormwater	(17,029)	(33,804)
Terminal Security (\$610K Annually)	(13,482)	(26,762)
Electrical (Seattle City Light)	TBD	TBD
Water TBD (SPU)	TBD	TBD
Sewer TBD (SPU)	TBD	TBD
Security Services (Fire) - \$870/month	(281)	(579)
Total	(22,806)	(45,271)

EXHIBIT C

PROTEST PROCEDURES

1. PURPOSE

These protest procedures are included in this RFP to provide a prompt, fair, and equitable administrative remedy to all Proposers regarding alleged substantive errors or omissions in the RFP or regarding any decision by the Port to shortlist a Proposer, execute an agreement, or declare a response non-responsive.

2. TIMING

Any Proposers showing a substantial economic interest under this RFP may protest to the Port (a "Protest") only in accordance with the procedures set forth below. There are two types of protest available to Proposers. The first type of protest must be submitted by the date stated below. The second type of protest can be filed within the time period stated below.

Protests based on the form or content of the RFP documents:

Any Protest based on the form or content of the documents included with the RFP or any RFP Addenda (including, but not limited to, any terms, requirements, and/or restrictions therein) must be filed with the Port as soon as practicable via email at:

RFPNewCruiseTerminal@portseattle.org, Subject: RFP Protest. This is the point where Proposers must raise any concerns relating to the evaluation criteria.

No protest based on the form or content of the RFP documents, including the evaluation criteria, will be considered if received by the Port after 10:00 a.m. Pacific Time on August 28, 2019.

Other Protests:

Protests based on circumstances other than the form or content of the RFP documents must be submitted to the Port via email to RFPNewCruiseTerminal@portseattle.org, Subject: RFP Protest, no later than 5:00 pm Pacific Time two (2) business days (defined as Monday through Friday except for U.S. federal holidays) after the Proposer knew or should have known of the facts and circumstances upon which the Protest is based.

No Protest will be considered by the Port if all responses are rejected or if the Protest is received more than two (2) business days after the award decision.

3. CONTENTS OF PROTEST

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, telephone number, and email address of the aggrieved party; (2) the economic interest of the aggrieved party; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.

4. REVIEW

For Protests prior to proposal submission, the Port reserves the right to resolve or to attempt to resolve through an RFP Addendum any Protest that concerns the form or content of the RFP



documents and which was timely received.

This process does not create any due process rights, but is intended to allow Proposers to raise concerns regarding actions taken regarding the process. The Port shall promptly consider a Protest based on the written submittal. In its sole discretion, the Port may give notice of the Protest to other interested parties, including other Proposers. A Protest after proposals are due shall not be considered valid unless and until the Proposer has completed a post-response review as described below.

For Protests after proposals are due, the following types of issues will be considered an appropriate basis for a Protest:

- An alleged violation of state or federal laws;
- An alleged violation of Port policies or procedures; or
- An alleged failure of the Port to follow terms or processes set out in this RFP.

The filing of a Protest does not operate as a stay of action in relation to the selection process.

5. DISCRETIONARY PROTEST HEARING:

The Port may, in its sole discretion, elect to hold a hearing regarding a Protest. A hearing will not, however, generally be held unless the Port believes it would be helpful to the resolution of the Protest. At a hearing, the aggrieved party would be given a reasonable opportunity to present relevant testimony and evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. Any hearing may be recorded, and the Port would maintain an official record of all documentary evidence presented at the hearing. A hearing panel would consist of one or more persons appointed by the Port's Executive Director.

The Port's General Counsel or his or her designee may also participate in the hearing as a voting or non-voting member.

The Port will issue a written Final Decision. In making its Final Decision, the Port may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the Final Decision will be provided to the aggrieved party, and any other party as may be required, by email.

6. JUDICIAL PROCEEDINGS

All judicial proceedings must be filed within two (2) business days of the issuance of the Port's Final Decision.

An aggrieved party that intends to commence judicial proceedings shall specifically provide notice to the Port prior to the commencement of such proceedings via email to RFPNewCruiseTerminal@portseattle.org. The notice shall also be provided to the Port's General Counsel at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, (206) 787-3000.

7. STRICT COMPLIANCE

Strict compliance with these Protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these Protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged

irregularities in connection with the solicitation or award of the contract. No person or party may pursue any judicial or administrative proceedings challenging the RFP or any part of the process without first exhausting the administrative procedures specified herein.

8. REPRESENTATION

An aggrieved party may participate personally or, if it is a corporation or other artificial person, through a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

9. ACKNOWLEDGEMENT

By submitting a response to this RFP, the Proposer acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting a response.

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. OPERATIONS

- 1.1 Continuous Operations. During the Term of this Agreement, Partner shall continuously conduct the business of operating and promoting the use of the T46 Cruise Facility for cruise activities and other approved uses during each Cruise Season.

2. REAL AND PERSONAL PROPERTY TAXES

- 2.1 Payment of Real Property Taxes by Partner. Partner shall be liable for, and shall pay throughout the term of this Agreement, all license and excise fees payable for, or on account of, the activities conducted on the Premises and any taxes on the Premises and/or on the leasehold interest created by this Agreement and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, fees payable hereunder, whether imposed on Partner or on the Port and including, without limitation, leasehold excise tax due under Chapter 82.29A of the Revised Code of Washington, or assessments levied by the City (including LID assessments). Partner shall reimburse the Port for all such taxes paid or payable by the Port. With respect to any such taxes payable by the Port that are on or measured by the rent or fee payments hereunder, Partner shall pay to the Port with each rent or fee payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Partner shall be payable by Partner to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Partner shall be entitled to a **minimum of ten (10) days' written notice of the amounts payable by it.**
- 2.2 **Partner's Personal Property Taxes.** Partner shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed or installed in and upon the Premises by Partner. If any such taxes on **Partner's personal property** or **trade fixtures are levied against the Port or the Port's property, and if the Port pays** the taxes based upon such increased assessment, Partner shall, upon demand, repay to the Port the taxes so levied.

3. INDEMNITY AND INSURANCE

3.1 Indemnity.

- 3.1.1 The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Partner or by others, including but not limited to all persons directly or indirectly employed by Partner, or any agents, contractors, subcontractors, licensees or invitees of Partner, as a result of any condition (including existing or future defects in the Premises) or

occurrence (including failure or interruption of utility service) whatsoever related in any way to Partner's use or occupancy of the Premises and of areas adjacent thereto.

- 3.1.2 Partner shall defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all loss, damages, expenses, **attorneys' fees, consultants' fees, court costs and other costs for or from:** (a) anything and everything whatsoever arising from the condition of the Premises or out of the occupancy by the Partner or any subtenant, licensee, invitee or concessionaire of Partner; and (b) any accident, injury, death or damage to any party however caused in or about the Premises or upon the sidewalks adjacent to the Premises, whether or not caused by the negligence of Partner or any third party; and (c) any fault or negligence by Partner or any subtenant, licensee, invitee or concessionaire of the Partner or of any officer, agent, employee, guest or invitee of any such person; and (d) any failure on Partner's part to comply with any of the covenants, terms and conditions contained in this Lease; provided, however, nothing herein shall require Partner to indemnify the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees. Partner agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Partner expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity.
- 3.1.3 Notwithstanding anything to the contrary in this Section, in the event of the concurrent negligence of Partner, any of its subtenants, licensees, assignees, concessionaires, agents, employees, or contractors on the one hand and the negligence of the Port, its agents, employees or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises such that RCW 4.24.115 is applicable, Partner's obligation to indemnify the Port as set forth in this Section shall be limited to the extent of Partner's negligence and that of any of Partner's officers, subtenants, assignees, agents, employees, contractors or licensees, including Partner's **proportional share of costs, court costs, attorneys' fees, consultants' fees and** expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.
- 3.1.4 PARTNER AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION. Partner's obligations under this Section shall survive the expiration or earlier termination of this Lease.

3.2 Insurance.

- 3.2.1 Required Policies. Partner shall obtain and keep in force, at its sole cost and expense the following types of insurance, in the amounts specified and in the form hereinafter provided for; insurance may be a combination of primary commercial coverage or excess commercial coverage:

- 3.2.2 Marine General Liability Insurance. Partner shall obtain and keep in force a commercial marine liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects Partner and the Port, as an additional insured using ISO Form 20 26 (either 11 85 or 07 04 revision) or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the tenancy, use, occupancy or maintenance of the Premises, to include dock and cargo handling, stevedoring, and passenger loading/unloading liability while **using the Port's Terminal 46 for the berthing and docking of cruise** vessels. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than ten million dollars (\$10,000,000) per occurrence. If the policy has a general policy annual aggregate it shall not be less than \$20 Million. The policy shall contain a minimum \$100,000 sub-limit that covers damage to premises rented or leased to Partner, including fire damage. The policy shall be endorsed to make the **Partner's insurance primary and non-contributory** to any insurance the Port may carry. The policy shall be endorsed with a waiver of subrogation or waiver of the transfer of the rights of recovery in favor of the Port. The Port shall be submitted upon Lease inception, and annually thereafter, a copy of the additional insured endorsement, the primary and non-contributory endorsement, and the waiver of subrogation endorsement. Blanket additional insured endorsements are not acceptable.
- 3.2.3 Commercial General Liability Insurance. To the extent that the commercial marine liability policy of insurance does not provide coverage for the landside general liability exposures associated with the leasing and operating of Terminal 46, Partner shall also obtain and keep in force a commercial marine liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects Partner and the Port, as an additional insured using ISO Form 20 26 (either 11 85 or 07 04 revision) or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the tenancy, use, occupancy or maintenance of Terminal 46. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than ten million dollars (\$10,000,000) per occurrence. The policy shall contain a minimum \$100,000 sub-limit that covers damage to premises rented or leased to Partner, including fire damage. The policy shall be endorsed to make the **Partner's insurance primary and non-contributory** to any insurance the Port may carry. A copy of this endorsement shall be forwarded annually to the Port. The policy shall be endorsed with a waiver of subrogation or waiver of the transfer of the rights of recovery in favor of the Port and a copy provided annually to the Port. The Port shall be submitted upon Lease inception, a copy of the additional insured endorsement and other endorsements that validates the coverage requirements of this section.
- 3.2.4 Protection and Indemnity Insurance - Partner shall obtain vessel liability insurance coverage in the amount of no less than \$20 million per occurrence for all vessels owned, chartered or in the care and custody of the Partner **that will dock and utilize the Port's Terminal 46 facilities.**

- 3.2.4.1 Coverage shall be written on marine vessel form issued by the American Institute of Marine Underwriters such as the SP-23, the SP-38, and the American Institute of Marine Underwriters (equivalent forms accepted upon review).
- 3.2.4.2 Port shall be insured on the master policy as an additional insured, while the vessel(s) are in Terminal 46. A copy of the endorsement shall be forwarded to the Port and provided each year the policy renews.
- 3.2.5 The policy shall not exclude events that are caused by terrorism or a terrorism related activity; or if excluded a separate policy that covers terrorism with equivalent limits of insurance shall be purchased with the Port an additional insured on that policy.
 - 3.2.5.1 Coverage shall include wreck removal and pollution liability with limits no less than \$10 million per occurrence
- 3.2.6 Automobile Liability Insurance. Partner shall obtain and keep in force a commercial automobile liability policy of insurance, written on ISO Form CA 00 01 07 97 (or equivalent), that protects Partner and the Port against claims for bodily injury and property damage based upon, involving or arising out of motor vehicle operations on or about the Premises and all areas appurtenant thereto. Partner shall provide a Waiver of Subrogation **on this policy in favor of the Port. Such insurance shall cover any "Auto"** (i.e. owned, hired and non-owned) and shall be on an occurrence basis providing single limit coverage in an amount not less than one million dollars (\$1,000,000) per occurrence.
- 3.2.7 Pollution Liability Insurance. Partner shall provide this coverage, with the Port named as an additional insured on the policy, with limits of not less than \$5 Million per occurrence. The coverage shall extend to sudden and accidental incidents, claims, damages, and losses, including defense costs that arise from the operations of the Partner as it relates to the services to be performed under this lease, including those contracted services the Partner has the authority to contract out.
 - 3.2.7.1 The policy shall cover incidents, claims, damages, and losses, at Terminal 46, including clean-up and remediation as well as third party bodily injury, third party property damage, and clean-up/remediation, both on and off the project site.
 - 3.2.7.2 The Contractor shall require vendors to purchase this coverage for all contracted work on docks or other areas in which a pollution event could spill into Elliott Bay.
 - 3.2.7.3 The policy shall not exclude pollution events or occurrences that are caused by terrorism or a terrorism related activity; or if excluded a separate policy that covers terrorism caused pollution liability with equivalent limits of insurance shall be purchased with the Port an additional insured on that policy.

- 3.2.8 Property Insurance. Partner shall obtain and keep in force property insurance using an ISO CP 10 20 Cause of Loss Broad Form (or an equivalent manuscript form) insuring Partner's **personal property** (including the Removable Fixtures) and any Alterations the ownership of which may be retained by Partner (**specifically including "betterments and improvements") made by or for** Partner against physical damage, including loss of use of the Premises. Coverage is to include the perils of earthquake, ground movement, wind and tidal surge. The policy shall include coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of damaged property including any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any Legal Requirement as the result of a covered cause of loss. The amount of such insurance shall be procured on a replacement cost basis. The policy shall also contain an agreed valuation provision in lieu of any coinsurance clause. The Port shall be included as an Additional Insured and Loss Payee on Partner's **property insurance policy with respect to the Port's interest in Alterations. The policy shall have a waiver of** subrogation in favor of the Port. A copy of the waiver in the form of an endorsement, shall be forwarded to the Port and proved each year the policy renews.
- 3.2.9 Equipment breakdown coverage for pressure vessels, electrical systems, conveyance systems, mechanical and communications systems shall be provided with coverage no less than \$100 Million per occurrence on a specific equipment breakdown policy. The Port shall be an additional insured on this policy.
- 3.2.10 Equipment Floater or Inland Marine Insurance - Partner shall provide full replacement cost first party property insurance coverage for specialized equipment such not covered on the Property Insurance policy, to include but not limited to cranes, mobile equipment, gangways, and other mobile of fixed property. The policy shall have a waiver of subrogation in favor of the Port. A copy of the waiver in the form of an endorsement, shall be forwarded to the Port and provided each year the policy renews.
- 3.2.11 Terrorism insurance for both global and domestic U.S.A. events whether triggered in part or in whole by U.S. Citizens, shall be provided for property (first party) and for liability (third party) exposures and to provide coverage for any of the policies listed elsewhere in this section in which terrorism is excluded.
- 3.2.11.1 Provide terrorism coverage for all liability insurance specified in this section with limits equal to no less than \$50 Million per occurrence. The Port shall be an additional insured and provided an additional insured endorsement.
- 3.2.11.2 Provide terrorism for all property insurance specified in this section. Limits shall equal the replacement value of the property

insured. The Port shall be an additional insured on this policy and provided a copy of the additional insured endorsement.

3.2.12 Insurance During Design and Construction of Project and Material Alterations. For the duration of the Project and any subsequent, material Alterations, Partner shall require its prime contractor to maintain a program of insurance throughout the duration of the construction.

3.2.13 Stop Gap and Other Coverages. Partner shall also obtain and keep in force during the Term of this Agreement, Stop Gap Employers Liability **insurance and, if applicable, longshoremen's** and Harbor Workers Act, Jones Act, or Federal Employers Liability Act coverage in the amounts required by law. Employers liability coverage shall be provided in an amount of \$ 1 Million per employee disease or occurrence and may be included as an endorsement onto the commercial general liability policy.

3.2.14 Other Insurance. The limits of insurance specified in this Section shall be subject to periodic adjustment to reflect changes in insuring practices for similar properties in the same geographic area and changes in insurance products.

3.3 Insurance Policies.

3.3.1 Insurance Companies. Insurance required hereunder shall be in companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of **'A-' or better and a financial rating of 'IX' or better, as set forth in the most current issue of "Best's Insurance Guide."**

3.3.2 Deductibles. No insurance required herein shall contain a deductible or self-insured retention in excess of \$100,000 without the prior written consent of the Port. Consent by the Port to a higher deductible or retention will be evidence of the Partner's **ability to accrue and pay for** expected claims, solvency to pay current claim obligations, and overall financial solvency.

3.3.3 Cancellation/Non-Renewal. Insurance is to remain current throughout the term of the Lease. The Port shall receive documentation annually to include a certificate of insurance and any applicable endorsements to validate the insurance required herein has been purchased and is compliant with the Lease requirements within 10 (ten) days of each insurance renewal. Should any insurance required herein be terminated, cancelled, or not renewed, the Partner will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal notice Partner receives from their insurer(s). In the event the insurance is not replaced within the five (5) days, the Lease will be considered under Default.

3.3.4 Evidence of Insurance. Partner shall deliver, or cause to be delivered, to the Port, certificates of insurance, additional insured endorsements, loss payee endorsements for property insurance, waivers of subrogation and any other documentation or endorsement that provides evidence of the

existence and amounts of such insurance, the inclusion of the Port as an insured as required by this Lease, and the amounts of all deductibles and/or self-insured retentions. Upon request by the Port, Partner shall deliver or cause to be delivered to the Port, certified copies of the policies of insurance that Partner has purchased in order for the Port to verify insurance coverage, limits, and endorsements or view any exclusions to the Partner's **insurance policies**.

- 3.3.5 An equivalent and separate set of insurance policy endorsements and certificates of insurance shall be provided naming the NWSA as an additional insured on all policies where the Port is to be listed as an additional insured. These are to be provided at the beginning of the lease by the Partner and annually until the lease expires.
- 3.3.6 No Limitation of Liability. The limits of insurance required by this Lease or as carried by Partner shall not limit the liability of Partner nor relieve Partner of any obligation hereunder.
- 3.3.7 Waiver of Subrogation. Without affecting any other rights or remedies, Partner (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Partner arising out of or incident to the perils required to be insured against under this Lease. Accordingly, Partner shall cause each insurance policy required by this Section to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto.
- 3.3.8 **Increase in Port's Cost of Insurance.** Partner shall not use the Premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the Premises are a part, and to the extent allocable to the term of this Lease, may be added to the amount of Rent and shall be paid by Partner to the Port upon the monthly rental day next thereafter occurring.
- 3.3.9 Adjustments as Allowed by Port Risk Manager. Notwithstanding anything to the contrary in this Section, the Port acknowledges that Partner procures its insurance in international markets where underwriting standards vary from underwriter-to-underwriter and time-to-time. Accordingly, the parties acknowledge that Partner may, with the explicit **written consent of the Port's Risk Manager not to be unreasonably withheld, conditioned or delayed**, deviate from the specific requirements set forth in this Agreement.

4. ENVIRONMENTAL STEWARDSHIP

4.1 Environmental Stewardship. The Port has worked closely with the Washington Department of Ecology, Puget Sound Clean Air Agency, cruise lines, terminal operator and stevedores to reduce environmental impacts of cruise ship operations at all its facilities. The Partner will give due consideration to environmental stewardship, including commitment to the elements listed below:

- 4.1.1 Port Management Agreement. As respects any portion of this Agreement that pertains to Washington State-**owned aquatic lands under the Port's** management, this Agreement is specifically subject and subordinate to the terms and conditions of the Port Management Agreement dated November 1, 1997 between the Washington State Department of Natural Resources and the Port, which Port Management Agreement is hereby incorporated by this reference.
- 4.1.2 Best Management Practices. The Partner **shall comply with the Port's** adopted best management practices (BMPs) for cruise terminal operations which the Port establishes annually in accordance with the Washington Department of Ecology, the provisions of the Federal Clean Water Act, Federal Clean Air Act, and the Puget Sound Clean Air Agency Regulations to help ensure the safekeeping of Elliot Bay, the marine environment, and air quality.
- 4.1.3 The Partner will participate in development of ocean going vessels emissions plan under Northwest Ports Clean Air Strategy; meet standards and reporting requirements as mutually agreed under that plan. Provide information for and participate in annual review of air quality performance with the Port and Puget Sound Clean Air Agency; seek consensus on modifications needed to emissions plan (e.g. shore-side power and fuel requirements) during this annual review process.
- 4.1.4 In support of shared environmental goals related to cruise-line-chartered motor coach operations and part of the annual planning for shore-side transportation operations, the Partner will seek to minimize air emissions in considering options such as use of newer buses and engines, alternative fuels, advanced pollution control device retrofits and anti-idling programs. Partner will work with Port staff and others to identify emission reduction opportunities and where feasible develop implementation plans and schedules, including partnership-funding mechanisms.
- 4.1.5 Support the Port's **waste management**-related objectives, which include achieving over 60 percent waste diversion and optimizing collection systems to decrease overall spending on disposal services. The Partner must comply with recycling and composting-related provisions of the Seattle Municipal Code.

5. OTHER COMPLIANCE WITH ENVIRONMENTAL LAWS

- 5.1 Hazardous Substances. Partner shall not introduce or allow the introduction of any Hazardous Substance in or about the Premises in any manner that could be a detriment to the Premises or in violation of any Environmental Law. In addition, Partner shall not cause any Hazardous Substances to migrate off the Premises or release any Hazardous Substances into adjacent surface waters, soils,

underground waters or air. Partner shall provide the Port with Partner's USEPA Waste Generator Number (if Partner is required by applicable law or regulations to hold one), and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Partner receives from, or provides to, any governmental unit or agency in connection with Partner's **handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises.**

- 5.2 Violation of Environmental Law. Partner shall comply with Environmental Laws. If Partner, or the Premises as a result of any action or inaction (other than the failure to Partner to address the presence of any Hazardous Substance not the responsibility of Partner) of Partner, is in violation of any Environmental Law concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Partner shall promptly take such action as is necessary to mitigate and correct the violation. If Partner does not act in a prudent and prompt manner, the Port reserves the right, but not the obligation, to come onto the Premises, to act in place of the Partner (Partner hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Partner is in violation of any Environmental Law, or that Partner's **actions or inactions present a threat of violation or a threat of damage** to the Premises, the Port reserves the right to enter onto the Premises and take such corrective or mitigating action as the Port deems necessary. All reasonable documented costs and expenses incurred by the Port in connection with any such actions shall become promptly due and payable by Partner upon presentation of an invoice therefor.
- 5.3 Inspection; Test Results. The Port shall have access to the Premises to conduct an annual environmental inspection. In addition, Partner shall permit the Port access to the Premises at any time upon advance reasonable notice for the **purpose of conducting environmental testing at the Port's expense.** Partner shall not conduct or permit others to conduct environmental testing on the Premises **without first obtaining the Port's written consent.** Partner shall promptly inform the Port of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises by any party other than the Port whenever the same becomes known to Partner, and Partner shall provide copies to the Port.
- 5.4 Removal of Hazardous Substances. Prior to vacation of the Premises, in addition to all other requirements under this Agreement, Partner shall remove any Hazardous Substances placed on the Premises during the term of this Agreement or Partner's **possession of the Premises, and shall demonstrate such removal to the Port's satisfaction; provided, however, the foregoing obligation shall not** apply to any Hazardous Substances placed on the Premises (i) by the Port, its agents, and contractors, (ii) on the sublease premises during the term of any sublease to the Port, or (iii) by any party occupying or using the Premises as authorized by the Port or Partner for the uses permitted by the Lease. This **removal and demonstration shall be a condition precedent to the Port's payment** of any Security to Partner upon termination or expiration of this Agreement.

- 5.5 Remedies Not Exclusive. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from Partner whenever the Port incurs any reasonable documented costs resulting from Partner's **use or management of Hazardous Substances** on the Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

6. SOCIAL EQUITY PROGRAMS

6.1 PROJECT LABOR AGREEMENT

- 6.1.1 Construction of the T46 Cruise Facility will be subject to a Project Labor Agreement (the "**PLA**") signed by the Partner. The PLA shall be substantively similar to the PLA by and between the Port and Seattle/King County Building and Construction Trades Council Northwest Construction Alliance II, dated December 1, 2018 (the "**Sample PLA**"). A copy of the Sample PLA is attached as Exhibit G to this RFP.
- 6.1.2 The PLA shall apply to the construction of the new T46 Cruise Facility, and to all work performed by Partner, its Prime Contractor and those Sub-contractors of whatever tier which have contracts with the Prime Contractor for such work.
- 6.1.3 The PLA may include priority hire requirements, as might be required by Port Resolution No. 3736, dated November 28, 2017.

6.2 DIVERSITY IN CONTRACTING INCLUSION PLAN

- 6.2.1 The Port has determined that this Agreement has opportunities for participation by WMBE firms and has established the following Aspirational Goal for WMBE participation: Twelve percent and fifteen percent of the total amount paid, including amendments for the design and construction phases of the Project, respectively. Partner must perform affirmative efforts to develop and achieve these goals in accordance with the Inclusion Plan. The Inclusion Plan becomes a material part of the Agreement upon execution.
- 6.2.2 Partner is required to monitor and report its progress on a monthly basis. Partner shall use the firm(s) proposed for the work. The Port shall monitor compliance through monthly check in meetings with Partner's **submission** of MAPs.
- 6.2.3 If Partner proposes to substitute a diverse business 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.

- 6.2.4 If Partner proposes to substitute a diverse business with a non-diverse business, Partner 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 Contractor will still be required to comply with the Aspirational Goals unless Partner 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.
- 6.2.5 The Port shall not be responsible for any costs resulting from substitution of Sub-Consultants.
- 6.2.6 The WMBE Aspirational Goals 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 Aspirational Goal will be reduced only to the extent that such work was being performed by a WMBE.
- 6.2.7 Failure to comply with the affirmative efforts to develop and achieve the Aspirational Goals may impact selection decisions on future opportunities with the Port.
- 6.2.8 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.**

7. MISCELLANEOUS

- 7.1 Prevailing Wages. During construction of the T46 Project, Partner shall ensure that the hourly wages to be paid to laborers, workers, or mechanics are not less than the currently-applicable prevailing wage rate consistent with the **requirements of Washington's prevailing wage law, Chapter 39.12 of the Revised Code of Washington.**
- 7.2 Labor Disputes. Partner agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Partner, and in the event of a strike, picketing, demonstration or other labor difficulty involving Partner, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.
- 7.3 Non-Discrimination: Services.
 - 7.3.1 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. Partner covenants and agrees that it will not discriminate by segregation or otherwise against any person or persons in furnishing, or by refusing to furnish to such person or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby. 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.

7.3.2 It is agreed that Partner's **noncompliance with the provisions of this** clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

7.4 Nondiscrimination: Employment.

7.4.1 Partner covenants and agrees that in all matters pertaining to the performance of this Lease, Partner shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, in particular:

7.4.1.1 Partner will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and

7.4.1.2 Partner will comply strictly with all requirements of applicable federal, state and local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination.

7.5 Acceptable Work Environment.

7.5.1 An acceptable work 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.

7.5.2 Partner shall promote an Acceptable Work Site. 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.



EXHIBIT E
PORT MANAGEMENT AGREEMENT

**PORT MANAGEMENT AGREEMENT
22-080031**

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Port Management Agreement
No. 22-080031
PORT OF SEATTLE

This Port Management Agreement ("Agreement"), effective as of the 1st day of November, 1997 ("the Effective Date"), by and between the state of Washington ("the State"), through the Department of Natural Resources ("DNR"), and the PORT OF SEATTLE, a Washington municipal corporation ("the Port"),

WITNESSETH:

Whereas, DNR is directed by law to manage aquatic lands owned by the state of Washington; and

Whereas, RCW 79.90.475 authorizes DNR and the port district, upon request of a port district, to enter into an agreement to manage state-owned aquatic lands as set forth in said law; and

Whereas, this agreement is in the form of the Model Port Management Agreement approved by the Washington Board of Natural Resources pursuant to RCW 79.90.475 and the implementing regulations; and

Whereas, the Port has requested such an agreement; and

Whereas, DNR has determined that it is in the best interest of the state of Washington to enter into such an agreement with the Port,

Now, therefore, the parties hereto hereby agree as follows:

1. Term.

a. Term. This Agreement shall commence on the effective date, inclusive, and shall continue in full force and effect until the 31st day of October, 2027, (Expiration Date), inclusive, a period of thirty (30) years referred to as the "Term."

b. New Port Management Agreement.

(1) If either party desires to enter into a new Port Management Agreement following the Expiration Date, the parties will meet (as often as necessary) during the two years prior to the Expiration Date to determine the feasibility of entering into a new Port Management Agreement. The parties may at that time, based on the laws of the state of Washington and in the form of the Model Port Management Agreement in effect as of that date, negotiate a new management agreement.

(2) If either party decides it is not in its best interest to enter into a new agreement, the parties shall decide on the fair and reasonable allocation of the leasehold revenues for those Port leases that are in existence on the Property as of the Expiration Date. Consideration will be given to the Port's need to receive a fair return on capital invested by the Port on the Property. If the parties are unable to agree on a reasonable allocation of leasehold revenues as stated above, then either party may invoke the dispute resolution procedures under Section 24(b) below. In this event this agreement will be extended until such time as the dispute resolution regarding allocation has been concluded.

2. Delegation. DNR hereby delegates management to the Port, and the Port hereby accepts this delegation and agrees to manage the parcels of state-owned aquatic lands listed on Exhibit A, which are attached hereto and incorporated by reference, (hereinafter referred to as the "Property"), as of the Effective Date of this Agreement in accordance with the provisions hereof.

The parties intend that this Agreement encompass all authority required for the Port to effectively manage the Property as contemplated by RCW 79.90.475. The parties acknowledge that the delegation by DNR and the management by the Port contemplated by this Agreement is subject to and in accordance with State Law and regulations, including but not limited to applicable provisions of the Washington Administrative Code, the State Environmental Policy Act, the Aquatic Lands Act, the Shoreline Management Act, and the Growth Management Act. DNR retains the authority to set state-wide aquatic lands policy through administrative code provisions or adoption of policy by the Board of Natural Resources, as provided by law. The Port is responsible for implementation of that policy.

If future circumstances indicate that additional authority is required to effectively manage the Property, the Port may request such authority from DNR, which approval shall not be unreasonably withheld.

The Port is hereby granted exclusive authority to enter into leases or other use authorizations, including leases or use authorizations to itself, for the Property or portions thereof, except as otherwise provided herein. All such leases and use authorizations shall be subject to this Agreement and shall have a copy of the Agreement attached thereto and incorporated by reference. Said leases and use authorizations shall survive this Agreement. Any such lease by the Port shall contain a clause which states that upon termination of this Agreement (or successors thereof), or removal of the leased property therefrom, the lessor of said lease shall become DNR. The Port shall furnish to DNR copies of new leases, lease renewals, lease modifications, and surrender of leaseholds on parcels included in this Agreement upon execution of said lease documents.

The Port may not execute a lease or use authorization with itself for the Property to the extent the term of the lease or use authorization extends beyond the term of this Agreement.

DNR's delegation to the Port does not include the authority to bind the State or DNR to any financial obligations, to any environmental remediation of the Property, or to any habitat mitigation involving the Property without DNR's written consent.

3. Property.

Exhibit A contains a common description, legal description, planned use (if known, or if not, so stated), and map identifying each parcel of the Property. The Port may request management of any additional parcel of state-owned aquatic lands which meets the criteria established by law. Additional parcels approved by DNR for Port management shall be added to this Agreement by amending Exhibit A. DNR's approval for such requests shall be timely made and shall not be unreasonably withheld; however, DNR may consider whether the Port is meeting its current management obligations; whether DNR has invested in, planned for, or is legally committed to, a specific use which is inconsistent with the Port's proposed use for the requested parcel; whether Port acquisition would operate to release prior lessees or users to the detriment of the State; or whether litigation is pending or threatened concerning the parcel.

DNR shall respond to the Port in writing within forty-five (45) days of request either (i) approving or denying the request or (ii) identifying that additional information is needed for a decision. Once that additional information has been provided DNR shall respond to the Port in writing within forty-five (45) days, either approving or denying the request. If the DNR denies a request, DNR shall submit in writing its reasons for denial of the request. If DNR fails to submit such written responses as provided herein, the Port shall have the right to appeal to the Supervisor of the Department of Natural Resources for a decision. If DNR fails to submit a written response within ten (10) days (excluding weekends and state holidays) of receipt of appeal, then request shall be deemed approved and Exhibit A shall be amended.

Any parcel which no longer meets the criteria established by law shall cease to be covered by this Agreement and the management thereof shall return to DNR. Any parcel may be deleted from this Agreement at any time by mutual agreement. The Port shall promptly notify DNR of such parcel no longer meeting the criteria and such notice shall be deemed to amend Exhibit A. If all subject property is deleted this Agreement shall terminate. If any parcel is no longer included in this Agreement for any reason, upon cessation the Port shall promptly remit to DNR its pro rata share of any prepaid rent received for that parcel.

4. Access. It is not the intent that any parcel owned by the State which is not covered by this Agreement, or any property owned by the Port should be left without access as a result of the Port's management of the Property. Provisions for access to such parcels shall be listed on Exhibit A or its amendments.

5. Acceptance/Relinquishment of the Property Management. Except as otherwise agreed in writing the Port hereby accepts management of the Property listed on Exhibit A in its condition existing as of the Effective Date of this Agreement, or with respect to parcels added to Exhibit A in the future, the date such parcel(s) becomes listed on Exhibit A, and agrees, at its sole expense, to conform to federal, state, and local laws and regulations governing and regulating the use of the Property. DNR has disclosed to the Port all conditions known to DNR which would adversely affect the use of the Property and the Port acknowledges that neither DNR nor DNR's agent has made any warranty as to the suitability of the Property for conduct of the Port's business.

At the termination of this Agreement the Port shall relinquish management of the Property which shall be in its condition existing as of the date identified in the paragraph above,

or in a reasonable condition which would result from prudent management, except normal wear and tear as to improvements; provided, this section is not intended to address damages caused by contamination which shall be addressed under Section 8, Hazardous Substances, below.

6. Standard of Management. Management of the Property shall be consistent with Chapters 79.90 through 79.96 RCW, as amended, which state in pertinent part that: "[t]he manager of state-owned aquatic lands shall strive to provide a balance of public benefits for all citizens of the state." Management shall also be consistent with the implementing regulations adopted by the DNR or the Board of Natural Resources, and policies adopted by the Board of Natural Resources. Adoption of such policies shall be preceded by ninety (90) days notice to the Washington Public Ports Association, or its successor, with adequate opportunity for comment before the Board of Natural Resources. The DNR and the Washington Public Ports Association, or its successor, shall meet annually to review statutes, regulations and policies.

The administrative procedures for management of the Property shall be those of Title 53 RCW.

7. Use/Planning. The Port may use the Property for port purposes as authorized in Title 53 RCW so long as said use is consistent with the Washington State Constitution and laws of the state of Washington. In the event the parties develop and agree in writing upon a long-range plan for aquatic land use for the Property, the Port may enter into leases for nonwater-dependent uses consistent with that plan without DNR approval. In the absence of a long-range plan for aquatic use of a portion of the Property, if the Port contemplates the possible lease or use of that portion of the Property for nonwater-dependent uses, it shall give DNR notice of its intentions at the earliest practicable time. DNR shall promptly meet with the Port to review the proposal for its consistency with the aquatic land policies of Chapters 79.90 through 79.96 RCW, as amended, and the implementing regulations adopted by DNR.

8. Hazardous Substances.

a. Definitions.

(1) Hazardous Substances. For purposes of this Agreement, a Hazardous Substance is any substance that is or may be in the future:

(a) Designated as, or that contains components designated as, hazardous, dangerous, toxic, or harmful by applicable federal, state, or local law, regulation, statute or ordinance; and/or

(b) Subject to regulation by such laws.

(2) Application Date. For purposes of this Agreement, the Application Date is the date on which application was first made by the Port for entry into this Agreement, unless the parties agree in writing that control of properties subject to this Agreement is assumed by the Port at a later date.

(3) Liability. As used in this Section 8, "Liability" means any obligation or cost of any kind arising from the release or threatened release of Hazardous Substances, or from any alleged violation of or failure to comply with any law referenced in Subsection 8(b), where the release, threatened release, alleged violation, or failure to comply is related to or arises out of the use or control of the Property. Liability includes damages (including natural resource

damages), claims, governmental investigations, proceedings or requirements, attorney fees in any investigation, administrative proceeding, trial or appeal, or witness or consultant costs.

b. Compliance. During the term of this Agreement, the Port shall comply, at its own expense, with all applicable governmental laws, regulations, permits, orders or requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances related to or arising out of the Port's use or control of the Property. The Port, the lessees, and sublessees shall correct and remediate, if necessary, in accordance with applicable laws at their own expense any failure of compliance which occurs during the term of this Agreement.

c. Notice of Environmental Action.

(1) The Port shall promptly notify DNR, upon discovery of all spills, discharges or releases of any Hazardous Substances affecting the Property which are required to be reported to any federal, state, or local regulatory agency.

(2) DNR and Port shall promptly notify each other, upon discovery of any failure to comply with federal, state, or local laws or regulations with respect to the Property. Each shall promptly notify the other, upon discovery of any inspections on the Property by any regulatory entity, any fines, any regulatory orders for response or interim cleanup actions (actual or proposed), or any negotiations with any regulatory entity for a consent decree under any herein mentioned authority, or concerning any plans for any independent cleanup or mitigation and restoration of natural resources on the Property. This provision shall apply to orders issued to DNR or the Port or any third party concerning the Property.

d. Indemnity. To the extent permitted by law, the Port agrees to defend, indemnify, and hold the State, as the owner of aquatic lands, and DNR, as manager of aquatic lands, harmless from any imposition or attempted imposition of Liability upon the State or DNR related to or arising out of the use and control of the Property by the Port or anyone acting under authority of the Port from the Application Date through the end of the Term. This indemnity shall not apply to any imposition or attempted imposition of Liability that is related to or arises out of the use and control of the Property by the State or anyone acting under the authority of the State, other than the Port or anyone acting under the authority of the Port. This indemnity applies to the State solely in its capacity as the owner of aquatic lands and to DNR in its capacity as the manager of aquatic lands and does not extend to other units of state government or to the State in any capacity other than as owner of aquatic lands. Notwithstanding this provision or any other provision of this Agreement, the Port shall not be precluded from seeking relief from any other agency of state government other than DNR under the State Model Toxics Control Act, CH. 70.105D RCW ("MTCA"), the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq. ("CERCLA"), other similar statutes, or common law, for contribution, cost recovery, damages or other reimbursement for remediation of Hazardous Substance releases.

e. Pre-existing Contamination. The parties intend that this Agreement not alter or affect whatever Liability or responsibility either party may have for Hazardous Substance releases, or threatened releases, that occurred prior to the Application Date ("Pre-existing Contamination") under CERCLA, MTCA, or other laws that create cleanup obligations. In order to effectuate this intent, the parties agree that this Agreement will not be construed to be an indemnification or assignment of liability for any Pre-existing Contamination. Any determination of liability or responsibility for addressing Pre-existing Contamination shall be undertaken without regard to this Agreement.

9. Port Regulations. The Port may adopt written policies and regulations to implement this Agreement and to direct the management of the Property. All such policies and regulations shall be submitted to DNR for review and comment prior to becoming effective. Any such policies or regulations must be consistent with this Agreement.

10. Rent. The following shall apply:

a. Port Use. The Port shall pay to DNR no rent for use of any portion of the Property or any state-owned improvements. In the event the Port engages in a nonwater-dependent use of any portion of the Property or any state-owned improvements, the Port shall establish the full fair market rental in dollars according to WAC 332-30-125 and shall remit, in dollars, to DNR eighty-five percent (85%) of that amount.

b. Third Party Uses. If the use of any portion of the Property involves a lease or other use authorization to a third party, rent for such portion shall be collected and distributed according to law. In the event the use is nonwater-dependent, the Port shall establish the fair market rental in dollars and shall remit, in dollars, to DNR that portion required by law.

11. Insurance and Performance Security. When the Port uses or leases any portion of the Property (including state-owned improvements) to a third party, the Port shall require the following:

a. Insurance.

(1) Liability. Bodily injury liability, including death, and property damage liability in an amount of not less than one million dollars (\$1,000,000) or such lesser amount approved by DNR, which approval shall not be unreasonably withheld. If the Port makes a written request for a lower insurance amount, DNR has forty-five (45) days following receipt of the request to respond in writing either approving or rejecting the request. If DNR fails to respond within forty-five (45) day period, the Port shall have the right to appeal to the Supervisor of the Department of Natural Resources for a decision. If DNR fails to submit a written response within ten (10) business days (excluding weekends and state holidays) of receipt of appeal, the request shall be deemed approved.

(2) Casualty. Fire and extended coverage for the insurable replacement cost of any state-owned improvements identified in Exhibit B. DNR shall provide the Port with the replacement cost value within sixty (60) days of the Port's request.

(3) In each of the cases above the State shall be named as an additional insured.

b. Performance Security.

(1) Rent Security. For those portions of the Property leased to third parties the Port shall require the third party to provide to the Port a bond, rent insurance, or other security in accordance with the requirements of RCW 53.08.085; provided, the Port commission shall not waive the rent security requirement or lower the amount of such requirement.

(2) Other Security. In addition, as is appropriate for the use occurring on the Property, the Port may require security for the performance of other lease terms including removal of improvements, trade fixtures, personal property, and hazardous substances.

c. Interim Use. When the Port leases any portion of the Property (including state-owned improvements) to a third party for a period of ninety (90) days or less, the third party shall not be required to provide insurance and performance security as stated in this Section 11 if the Port has its own insurance in the same amounts on the Property and the State is named as an additional insured.

12. Removal of Valuable Materials. Except as permitted by RCW 79.90.150 no valuable materials as referred to in Chapters 79.90 - 79.96 RCW shall be removed from any parcel subject to this Agreement without the prior written approval of DNR. If any approved removal requires payment to DNR for the value of the valuable materials removed, such payment shall be made within ninety (90) days of the removal.

13. Fills.

a. "Fill" defined. For the purposes of this Agreement, the term "Fill" means any material which has been added to increase the elevation of State-owned aquatic lands and includes rip rap, bulkheads, drainage systems or paving. "Fill" does not include confined disposal of contaminated sediments which is addressed under Section 14.

b. Adding or Removing Fill. If the Port or any of the Port's tenants proposes adding fill or removing fill from any portion of the Property, the Port shall give DNR notice of such intention at the earliest practical time. DNR shall promptly meet with the Port to review the proposal. If the proposed fill is consistent with Chapters 79.90 through 79.96 RCW, as amended, and implementing regulations, DNR shall issue written approval, which approval shall not be unreasonably withheld.

c. Rent. Except as provided for below in Subsection 13(d), rent for state-owned aquatic lands underlying the fill will be determined by the use occurring on the fill and distribution of rent will be in accordance with Section 10 of this agreement.

d. Fills with Upland Characteristics. The Port and DNR disagree as to whether filled state-owned aquatic lands with the characteristics of uplands are a nonwater-dependent use of the underlying aquatic lands. Until and unless the legislature or a court of competent jurisdiction interprets RCW 79.90.480(6) to indicate the contrary, the Port and DNR agree that the following principles control the establishment and distribution of rent between the Port and DNR for filled state-owned aquatic lands:

(1) The aquatic lands policies of RCW 79.90 control the establishment and distribution of rent for filled state-owned lands.

(2) As provided in statute, rent for state-owned aquatic lands that have been filled to the point of having the characteristic of uplands will be the full fair market rental value of the filled land pursuant to WAC 332-30-125, or as amended, if the State owns the fill and has a right to charge for the fill.

(3) Rents for filled state-owned aquatic lands which have the characteristics of uplands will be distributed according to the use of the filled state-owned aquatic lands. Rents for water-dependent uses shall be paid to the Port. Rents for nonwater-dependent uses shall be divided between the Port and DNR. These understandings are set forth in detail in Section 10 of this Agreement.

e. Owner of Fill Identified. Fills placed on the Property prior to the Effective Date of this agreement and during the term of this Agreement shall be listed on Exhibit C. The owner of any fill which remains severed from the aquatic land shall be identified. Otherwise the fill shall be considered part of the aquatic lands, and shall be so identified.

14. Confined Disposal of Contaminated Sediments.

a. Definition. Confined Disposal of Contaminated Sediments means containment or isolation of contaminated sediments. This includes nearshore confined disposal, multi-user confined disposal, deep water confined aquatic disposal, and capping of contaminated sediments.

b. Exclusion from Agreement. Confined Disposal of Contaminated Sediments is not covered under this Agreement, and is not considered a Fill for the purposes of Section 13.

c. Agreement with DNR. A separate written agreement addressing Confined Disposal of Contaminated Sediments may be negotiated between the Port and DNR.

15. Improvements.

a. State-Owned Improvements. All state-owned improvements located on the Property are listed on Exhibit B. Improvements that become the property of the State during the term of this Agreement shall be listed on Exhibit B. These improvements shall remain the property of the State and shall be maintained at the Port's sole expense in a good condition and state of repair. Upon the cessation or termination of this Agreement as to any portion of the Property, the Port shall return said portion, together with the state-owned improvements, to DNR in a condition as good as when received, normal wear and tear excepted.

b. Non-State Owned Improvements. A management agreement or lease shall be deemed continuous from one term to the next (even after the expiration date) so long as the Port or the third party controls physical possession of the improvements and is diligently pursuing issuance of a new Agreement or lease.

(1) At any time during the continuous term of this, or any successor, Agreement(s), the Port shall determine whether improvements placed on the Property during the term of any lease are to be removed, and no compensation shall be due to the State for any such removal. DNR shall make such determination as to then existing improvements on final expiration or termination of this Agreement. The Port or the third party owner shall bear all costs of removal and of returning the parcel to the condition existing prior to placement of the improvements.

(2) Title to Improvements.

(a) Title to Port-constructed improvements shall remain with the Port so long as the parcel upon which they are located is continuously subject to a management agreement or lease with the State. Thereafter, title shall pass to the State.

(b) Title to third party-constructed improvements shall remain with the third party so long as the parcel upon which they are located is subject to a continuous lease. Thereafter, title shall pass to the State; provided, the Port may purchase the improvements from the third party for value; and further provided, the Port shall give notice to DNR if said improvements are being purchased from a bankruptcy trustee.

16. Easements.

a. Easements Granted by DNR.

(1) DNR may grant permanent easements across any portion of the Property. For purposes of this Agreement, outfalls of any type and sediment impact zones are considered permanent easements. DNR shall obtain the Port's written approval prior to making such grants, which approval shall not be unreasonably withheld. The Port has forty-five (45) days following receipt of the request to respond in writing either approving or rejecting the request. If the Port fails to respond within the forty-five (45) day period, the State shall have the right to appeal to the Port Commission for a decision. If the Port fails to submit a written response within ten (10) business days (excluding weekends and state holidays) of receipt of appeal, the request shall be deemed approved.

(2) Any request to DNR by the Port and its Lessee for a permanent easement across any portion of the Property shall be promptly considered and approval shall not be unreasonably withheld or delayed.

(3) If DNR grants any easements, DNR shall require the grantee to indemnify the Port to the same extent that the grantee indemnifies the State.

b. Easements Granted by Port. The Port may grant non-permanent easements without DNR approval so long as the term of each grant does not exceed the maximum term allowed by statute for leases of the burdened portion of the Property. Under no condition shall the term of any non-permanent easement exceed the Term of this Agreement unless approved by DNR.

17. Local Improvement Districts. Pursuant to RCW 79.44.040, the Commissioner of Public Lands (Commissioner) shall have the exclusive authority to consent or withhold consent to the inclusion of any portion of the Property in any local improvement district (LID). The Commissioner shall not withhold consent if the Port agrees to pay any assessment against the Property by such LID, regardless of when levied. The Port shall be responsible, during the term of this Agreement, for installments due on pre-existing LID assessments.

18. Taxes. Except for taxes and other governmental charges imposed by law on third parties, the Port shall be responsible for, and shall pay when due, all taxes, fees, licenses, and other governmental charges of whatever character or arising out of, or attributable to, the Property or to the Port's management, use and/or leasing thereof during the term of this Agreement.

19. Entry. Upon reasonable notice DNR shall have right of entry to the Property at reasonable times for any lawful purposes. Such entry, however, will be subject to reasonable security and safety regulations and shall not unreasonably interfere with the use of the Property.

20. Audits. DNR may periodically review the management of the Property by the Port for consistency with the Agreement, all applicable laws, chapters 79.90 through 79.96 RCW, policies adopted by the Board of Natural Resources, and administrative code provisions. DNR will promptly notify the Port if it believes the Port is not complying.

The Port shall make all records concerning the management of any portion of the Property available to DNR upon request.

21. Liens and Encumbrances. The Port shall keep the Property free from liens and other encumbrances (other than leases and other use authorizations authorized in Sections 2 Delegation, 16 Easements, and 17 Local Improvement Districts). Nothing in this Agreement shall be construed as authorizing the Port to obligate the State, directly or indirectly, to any costs, expenses, or financial liability on account of the management, use, lease, or other actions taken by the Port with respect to the Property.

22. Eminent Domain. If at any time during the term of the Agreement the Property or any part thereof is taken or condemned by any authority having the power of eminent domain, the Port, DNR, and any other person having a legal interest shall have the right to appear in such proceedings and be represented by their respective counsel, and each may claim just compensation for its respective loss or damage sustained by the taking or condemnation. Any award, compensation, damages, or payment by reason of such taking shall be apportioned within such proceeding and each party shall take such amount, if any, as may be awarded to it.

23. Non-Waiver. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed to be a waiver thereof. In the event that a default is for other than the payment of money, the acceptance by either party of payments required under the Agreement shall not be deemed as a waiver of such default.

24. Dispute Resolution.

a. Dispute. Means that whenever the Port and DNR cannot agree on the factual circumstances necessary to interpret this Agreement, or whenever the Port and DNR cannot agree on the application of any operative sections of this Agreement, either party may declare that a dispute exists concerning the Agreement.

b. Dispute Resolution.

(1) If either party declares the existence of a dispute concerning this Agreement, the declaring party shall so notify the other party and shall provide a written statement of the facts, its interpretation of the Agreement, and its position concerning such dispute. Within fifteen (15) days the other party shall provide to the declaring party a written statement addressing those same three elements. Within fifteen (15) days after the declaring

party has received the other party's written statement, the parties shall meet and try to resolve the dispute.

(2) If the parties fail to resolve the dispute as provided in Subsection 24(1) above, then either party may request further review within fifteen (15) days by giving notice to the other party. Thereafter, the Supervisor of the Department of Natural Resources and the Port's Chief Administrative Officer (in the event the Port has no Chief Administrative Officer, then such person shall be designated by the Port Commission) shall meet within thirty (30) days of the request and try to resolve the dispute.

(3) In the event the dispute is not resolved within sixty (60) days after their first meeting as provided by Subsection 24(2) above, either party may request a meeting between the Commissioner of Public Lands and a member of the Port Commission empowered to represent the Port. Within sixty (60) days after such request, said two individuals shall meet and attempt to resolve such dispute. In the event they are unable to resolve the dispute within said sixty (60) day period, either party may petition the Superior Court for resolution of the dispute.

(4) During dispute resolution arising under Section 1(b)(2), the parties agree to extend the existing Agreement, as provided for in Section 1(b)(2).

25. Termination for Default. DNR may cancel this Agreement or remove any portion of the Property therefrom for any failure by the Port to perform its obligations under this Agreement on six (6) months written notice to the Port, unless, within that time, the Port cures such default. DNR's decision whether to cancel the Agreement or to remove any portion of the Property shall be reasonably exercised. If the default is of a character which cannot be remedied within six (6) months, the Port shall notify DNR and the parties shall agree on a reasonable period to remedy the default. In the event the parties cannot agree on a period, that shall be referred to resolution as provided in Section 24, Dispute Resolution. Failure to cure the default within such period may result in cancellation or removal of any portion of the Property upon notice. The decision by DNR to give notice of its intention to cancel this Agreement, or to remove a portion of the Property for default after expiration of the period for cure, shall constitute a dispute and shall be appropriate for resolution under Section 24, Dispute Resolution, herein.

26. Notices. All notices required by law or this Agreement shall be in writing and may be personally served or sent by first class mail. If such notice is served personally, service shall be conclusively deemed made at the time of service. If service is by first class mail, service shall be conclusively deemed made three (3) days after the deposit thereof in the United States mail, postage prepaid, addressed to the parties to whom such notice is to be given. Any notice may be given at the following address (or such other address as either party may notify the other, in writing):

DNR: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division
1111 Washington Street SE
PO Box 47027
Olympia, WA 98504-7027

PORT: PORT OF SEATTLE
P.O. Box 1209
Seattle, WA 98111

27. Attorney Fees. In the event either party shall be required to bring any action to enforce any of the provisions of this Agreement or shall be required to defend any action brought by the other with respect to this Agreement the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

28. Assignment. No part of this Agreement may be assigned or otherwise transferred.

29. Severability. If any provision of this Agreement or its application to any person, or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected.

30. Amendments/Supplemental Provisions.

a. If, during the term of this Agreement, the Board of Natural Resources approves amendments to the Model Port Management Agreement pursuant to RCW 79.90.475, DNR shall give notice of that fact to the Port. Either party may request that this Agreement be amended to conform to the newly approved Model Port Management Agreement.

b. If unique conditions relating to management of the Property arise during the term of this Agreement, either party may request that a supplemental provision be added to this Agreement to accommodate those unique conditions. Such supplemental provisions shall not address issues of general port industry interest or interest to any other Washington port district, as determined by the Washington Public Ports Association (WPPA), or its successor organization. WPPA shall be given sixty (60) days to review the terms of any supplemental provision. WPPA shall give notice to DNR if WPPA determines the proposed terms are of general port district interest or of interest to any other Washington port district.

c. Acceptance of a subsequent Model Port Management Agreement or inclusion herein of a supplemental provision must be by mutual agreement of the parties.


31. Survival. All obligations of the parties to be performed under the terms and conditions of this Agreement, including but not limited to, obligations occurring after the termination of this Agreement or removal of any portion of the Property from this Agreement shall not cease upon termination or removal, and shall continue as obligations until fully performed.

32. Entire Agreement. This is the entire agreement between the parties. There are no other agreements, either oral or written, that have not been incorporated into this Agreement. No amendments to this Agreement shall be binding unless the amendment is in writing and signed by the parties.

Signed this 30th day of September, 1998.

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

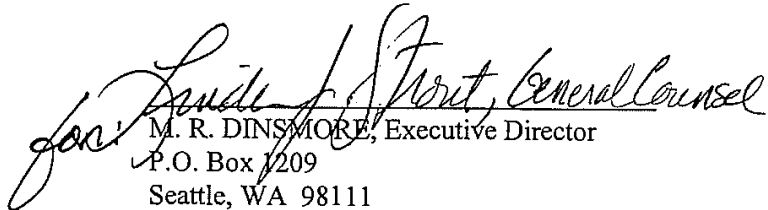


CHARLES BAUM, Supervisor

Signed this 30th day of Sept, 1998.

PORT:

PORT OF SEATTLE



M. R. DINSMORE, Executive Director
P.O. Box 1209
Seattle, WA 98111

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 30th day of September, 1998, personally appeared before me CHARLES BAUM, to me known to have signature authorization delegated to him to sign for JENNIFER M. BELCHER, the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the state of Washington, the department that executed the within and foregoing instrument on behalf of the state of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the state of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the state of Washington.

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

SEAL

[MICHELLE BENTON]
(Type/Print Name)
Notary Public in and for the State of Washington
residing at OLYMPIA
My Commission Expires 4/1/01

STATE OF WASHINGTON)

) ss.
COUNTY OF (King)

Linda J. Strout

I certify that I know or have satisfactory evidence that ~~M. R. DINSMORE~~ is the person who appeared before me, and is the ~~Executive Director of Port of Seattle ("Port")~~ General Counsel. I further certify that said person acknowledged the foregoing instrument to be the free and voluntary act of the Port for the uses and purposes mentioned in the instrument, and on oath state that he is duly authorized to execute and acknowledge said instrument.

DATED: [September 17, 1998]

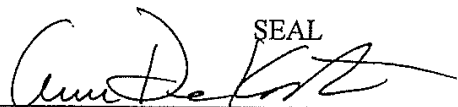
SEAL

[Ann DeKoster]
(Type/Print Name)
Notary Public in and for the State of Washington
residing at Seattle
My Commission Expires 11/22/98

TABLE OF EXHIBITS
PMA 22-080031
Port of Seattle

1. Exhibit A, including:
 - Seattle Harbor Vicinity Plan
 - No. 1 Shilshole Bay Marina
 - No. 2 Fisherman's Terminal
 - No. 3 Pier 2
 - No. 4 Terminal 3
 - No. 5 Terminal 5
 - No. 6 Terminal 18 - South
 - No. 7 Terminal 18 - North
 - No. 8 Terminal 25
 - No. 9 Terminal 30
 - No. 10 Terminal 37 - Pier 48
 - No. 11 Terminal 64/65 & Pier 66
 - No. 11.1 Pier 64/65 & Pier 66
 - No. 12 Pier 69
 - No. 13 Pier 86
 - No. 14 Terminal 91
 - No. 15 Terminal 2 - East
 - No. 16 Pier 27
 - No. 17 Terminal 30 - North

Each of the individual parts of the Exhibit includes:

- (a) Legal Description and maps showing ports management boundaries
 - (b) Fill locations
 - (c) Improvement locations
 - (d) Upland ownership information
2. Exhibit A-1 Current and Planned Uses
 3. Exhibit B List of Improvements
 4. Exhibit C List of Fill
 5. List of environmental reports pertaining to specific properties

No. 22-080031 Table of Exhibits

Exhibit A-1 Current and Planned Uses

PMA 22-080031

Port of Seattle

1. **Shilshole Bay Marina:** The facility is a public marina used primarily for pleasure craft, but with some fishing and commercial vessel moorage. There are no Port facilities on any portion of the harbor area in front of the marina. All water-dependent uses. Previous lease: 22-001669.
2. **Fishermen's Terminal:** This is a public marina reserved primarily for commercial fishing vessels. The harbor area subject to the Port's PMA application contains a pier which is used by fishing vessels. All water-dependent uses. Previous lease: Waterway Permit # 215.
3. **Pier 2:** The harbor area contains no facilities. The abutting upland is part of a Port of Seattle marine facility. The upland facility is currently leased to Crowley Marine Services, Inc., for use as a barge loading/unloading site. All water-dependent uses. Previous Lease: 22-002359.
4. **Terminal 3:** Area commonly known as the Lockheed properties. The harbor area contains fill-created uplands and some improvements left by the previous site owner. The Port is developing the site for a future marina container facility and expects to construct a 100' berth extension on the existing dock located on the south end of the waterway. Port shall pay \$118,662.23 in back rent owed under the leases prior to the Port's amending the PMA application to include the Lockheed leases. All water-dependent uses. Previous Leases: 22-090033, 22-090032, 22-090031.
5. **Terminal 5:** The terminal is the site of an existing marine container terminal. The abutting harbor area is used by ships mooring at the terminal. The area is part of the ongoing Southwest Harbor Project. All water-dependent uses. Previous Lease: Waterway Permit # 212.
6. **Terminal 18-South:** The terminal is the site of an existing marine container terminal. The harbor area contains some upland fill which is used as a container yard. Terminal 18-South abuts Terminal 18-North. All water-dependent uses. Previous Leases: 22-001689, 22-002012, 22-002022, 22-002023, 22-002267.

7. **Terminal 18-North:** The area is used by ships mooring at the terminal. See # 6 above. All water-dependent uses.
Previous Lease: Waterway Permit # 212.
8. **Terminal 25:** The terminal is the site of an existing marine container terminal. The abutting waterway area is used by ships mooring at the terminal. All water-dependent uses.
Previous Lease: Waterway Permit # 212.
9. **Terminal 30:** The terminal is the site of an existing marine container terminal. The abutting waterway area is used by ships mooring at the terminal. All water-dependent uses.
Previous Lease: Waterway Permit # 212.
10. **Terminal 37/42/46 & Pier 48:** These terminals are the site of existing marine container terminals. The abutting waterway area and harbor area contain portions of docks used as container yards and for moorage of ships calling at the terminals. Pier 48 is the site for passenger vessel activity, including the Victoria Line service. Approximately one-half of the westerly portion of the facility lies within the harbor area. From May through October of each year, Victoria Lines occupies the north side of the Pier. The west and south sides are used by barges and fishing vessels. *From October through April of each year beginning in 1994, the Port has been renting out the terminal building to various nonwater-dependent events. Currently, the Port is charging a flat fee of approximately \$3,000 per day.* The improvements within the harbor area include the dock and terminal building used to support the vessel activity. All water-dependent uses EXCEPT for the renting out of the terminal building from October through April of each year, which is classified as **nonwater-dependent**. The agreement with the Port is for payment of ten (10) percent over the normal water-dependent rate for special nonwater-dependent events. The rent formula is: (Upland Value) x (Land Area) x (Aquatic Value @30%) x (Rate of Return @7%) x (1.10). This rental rate shall be subject to annual adjustment and provision as provided for in RCW79.90.480 (for water-dependent rental calculation and supporting WACs). For calendar year 1997, the rent amount is \$60.59 per day (\$55.09 plus \$5.50) to the extent nonwater-dependent uses take place on this parcel.
Previous Leases: For Terminal 37/42/46: 22-002443.
For Terminal 48: 22-002075.

11. **Pier 64/65 & Pier 66:** Pier 64/65 is commonly referred to as the Bell Harbor Marina. This harbor area will be the site of a public short-stay marina which is part of the Port's Central Waterfront Project. **Pier 66** is the site of the main portion of the Port's Central Waterfront Project. The Port is currently developing the site by building a facility which will hold two fish processing plants (Elliott Bay Seafoods aka Bell Street Fish Market and the Fishin' Place), an international conference center (Bell Harbor International Conference Center), a maritime (Odyssey) museum, a restaurant (Anthony's Home Port Restaurant, the Bell Street Diner and the Fish 'n Chip Bar), retail areas (Bell Street Grocery and Deli), office sites, and public access areas. All are water-dependent or water-oriented uses EXCEPT for: Bell Harbor International, Anthony's Home Port Restaurant, Bell Street Diner and the Fish 'n Chip Bar; Bell Street Grocery and Deli; and the office sites are not water-dependent or water-oriented uses, and are classified as **nonwater-dependent**. The annual rent for these nonwater-dependent uses for 1997-1998 is \$81,231.00. The basis for calculating the rent was negotiated under Lease Agreement No. 22-002780. Future nonwater-dependent rent will be determined per exhibit A-11.1, areas designated as public use will not be charged rent. Areas designated as water-dependent will be charged rent in accordance with WAC 332-30-123 and RCW 79.90.480. Areas designated as category two nonwater-dependent will be charged rent in accordance with WAC 332-30-125 and RCW 79.90.500. Areas designated as category one nonwater-dependent use will be charged rent at a rate Ten Dollars (\$10.00) per square foot less then the category two nonwater-dependent rate. These methods shall remain in effect until:

1. The Port of Seattle makes any change in the uses on Pier 64,65 and 66 that affect the square footage assignment as depicted on Exhibit A-11.1. The Port shall immediately notify DNR when any such changes occur;
2. The Port of Seattle request additional areas of state-owned aquatic land be added to this agreement;
3. The Port and DNR agree to modify the rent calculation methods as a result of DNR conducting a study to determine the relationship of water-dependent, water-oriented, and nonwater-dependent uses on Pier 64/65 and 66.
4. Or upon Mutual Agreement.

Areas designated as Public Access on Exhibit A-11.1 and constructed in whole or in part with ALEA or IAC grant funds shall display all signs required by the grant document. In addition, any portion of these areas which are gated or restrict public access for any purpose shall contain signage which informs the public how access may be obtained.

Previous Leases: 22-001776 (terminated), 22-002500 (terminated), 22-002780.

12. **Pier 69:** The harbor area is used as the headquarters for the Port and for the site of two tenants (Victoria Clipper and Seafloor Survey International). The two tenants are classified water-dependent. The Port and DNR are currently in disagreement regarding whether the Port offices are considered a non-water dependent or water oriented use. This issue is now subject to litigation in King County Supreme Court, case number 97-2-22329-65EA.
Previous Lease: 22-002404.
13. **Pier 86:** The upland and harbor area portions are used as a public park, a grain terminal, and a public fishing pier. The Happy Hooker, a small concessionaire type business, is a tenant of the Port. All uses are water-dependent EXCEPT for the Happy Hooker, which is a **nonwater-dependent** use. No rent is being charged for this small public amenity.
Previous Lease: 22-002479.
14. **Terminal 91:** This terminal is used for transshipment of fruit, automobiles, and other products. Fishing and other commercial vessels also moor at the facility. The abutting harbor area contains a portion of the two piers. All water-dependent uses.
Previous Lease: None.
15. **Pier 27:** This is a newly acquired piece of property which is currently not being used by the Port. The Port expects to develop the area as part of a larger marine project involving container terminals to the north and south. The abutting waterway area currently contains a moorage ramp.
Previous Lease: None.
16. **Terminal 2 East:** Commonly referred to as the Wyckoff/PSR properties. The harbor area contains fill-created uplands and some improvements left by the previous owner of the site. The Port is currently in the midst of developing the site for a container and intermodal on-dock rail facility. The tenant for the site will be American President Lines. The use is water-dependent.
Previous Lease: None

17. **Terminal 30 North:** This parcel, previously occupied by GATX Corporation, will be used as a moorage facility for large vessels, while the area behind the sheetpile bulkhead will be used for maritime commercial activities. All uses are water-dependent. Previous Leases: 22-090002 (GATX)

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Exhibit B - Improvements

PMA 22-080031

Port of Seattle

1. **Shilshole Bay Marina:**
 - (a) Breakwater - Owned by Federal Government
 - (b) Marina related improvements (docks, pilings, slips) - Owned by Port
2. **Fishermen's Terminal:**
 - (a) Marina related improvements (concrete pier/pilings) - Owned by Port
3. **Pier 2:**
 - (a) None
4. **Terminal 3:**
 - (a) Concrete dock and pilings - Owned by Port
5. **Terminal 5:**
 - (a) Docks, pilings and aprons - Owned by Port
6. **Terminal 18 - South:**
 - (a) Docks, pilings, aprons and cranes - Owned by Port
7. **Terminal 18 - North:**
 - (a) Docks, pilings, apron and cranes - Owned by Port
8. **Terminal 25:**
 - (a) Docks, pilings, apron and cranes - Owned by Port
9. **Terminal 30:**
 - (a) Docks, pilings, apron and cranes - Owned by Port
10. **Terminal 37/42/46:**
 - (a) Docks, pilings, apron and cranes - Owned by Port
11. **Terminal 48:**
 - (a) Docks, pilings, apron, cranes and a 100,000 sf wooden building - Owned by Port
12. **Pier 64/65:**
 - (a) Marina related improvements (dock, slips, pilings) - Owned by Port

13. **Pier 66:**
 - (a) Various buildings -- conference center, restaurant, museum, diner, retail store, and offices -- Owned by Port
14. **Pier 69:**
 - (a) Office building - Owned by Port
 - (b) Concrete apron - Owned by Port
 - (c) Dock - Owned by Victoria Clipper
15. **Pier 86:**
 - (a) Concrete fishing pier - Owned by Port
 - (b) Small concession building - Owned by Port
 - (b) Elevated conveyor belt structure - Owned by Cargill
16. **Terminal 91:**
 - (a) Tip ends of piers 90 & 91 - Owned by Port
17. **Pier 27:**
 - (a) Wood ramp - Owned by Port
18. **Terminal 2 East:**
 - (a) None. However, Port has future plans to install rail lines (on filled aquatic lands) which it will own.
19. **Terminal 30 North:**
 - (a) Sheetpile bulkhead -Owned by Port
 - (b) Wooden dock - Owned by Port

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Additional
Exhibit
Maps

EXHIBIT F
BEST MANAGEMENT PRACTICES

**BEST MANAGEMENT PRACTICES
FOR VESSEL & BERTH OPERATIONS
At Port of Seattle Pier 66 and Pier 91**

The Port of Seattle is committed to preserving and enhancing the environment through proper management of cruise terminal operations. In accordance with Washington Department of Ecology, the provisions of the Federal Clean Water Act, Federal Clean Air Act, and the Puget Sound Clean Air Agency Regulations, the Port is providing these Best Management Practices (BMPs) to help ensure the safekeeping of Elliott Bay, the marine environment and air quality. These are BMPs that vessels are required to follow for vessel and berth operations regardless of whether or not the BMPs are specifically required under the federal, state and local laws and regulations.

If you need assistance or have questions please contact the Terminal Operator at (206) 787-3911. Please review these BMPs and [fax your BMP signature page](#) to (206) 787-3939. The Terminal Operator is defined as the cruise terminal facility tenant or tenants authorized agent.

1. Communication

- a. In regard to providing information on and in implementing BMPs at the cruise terminal facility:
 - i. The Port is responsible for communication and activities of Port staff;
 - ii. The Terminal Operator is responsible for communication and activities of its staff, contractors, stevedores, and vendors on the facility; and
 - iii. The vessels are responsible for activities of their staff, contractors, stevedores, and vendors.

2. Storage of Equipment

If an entity has equipment parked or stored on the pier without protection from precipitation, that entity must provide the following:

- a. Place drip collection pans or other effective containment devices under any parts of mobile equipment that have petroleum-based materials exposed to precipitation and/or runoff.
- b. The containment devices must have sufficient depth and/or capacity to contain any precipitation.
- c. Contents of the containment devices must be collected and disposed of in a manner consistent with federal, state, and local laws.
- d. This BMP applies to the following equipment at a minimum:
 - i. Parts of the main passenger gangway, including but not limited to screw jacks and exposed drive and positioning mechanisms, in both the cruise-season and off-season locations.
 - ii. Cranes, including but not limited to gearing and hydraulic oil lines/connections.
 - iii. Forklifts.

3. Sewage Management & Gray Water

- a. The discharge of untreated or treated sewage into the waters of the State from vessels moored at Port facilities is prohibited. Sewage is defined as "black water and/or sludge, from toilets, urinals & medical/dental sinks". A list of pump-out service providers is available from the King County Yellow Book Waste Directory (<http://www.lhwmp.org/home/YellowBook/index.aspx>).
- b. Gray water discharge from sinks, laundry, showers and vessel rinse-down may be harmful to aquatic life within the harbor and contains bacteria in sufficient quantities to be a public health concern. The discharge of laundry water from a vessel is prohibited. Reduce gray water generation by reducing the use of sinks, soaps and detergents and by rinsing your vessel with clean water. If you must use soap, use more environmental friendly soaps (no chlorine or petroleum distillates). The discharge of gray water into the waters of the State from vessels moored at Port facilities is prohibited.

4. Management of Bilge Water

- a. It is illegal to discharge contaminated bilge water into the waters of the State. The fine for such

discharges can be as high as \$32,500 per day per violation. In addition to the Oil Pollution Control Act enforced by the U.S. Coastguard, a discharge that displays turbidity, oil sheen or discoloration to the receiving water has not met the Washington Department of Ecology's water quality standard in RCW 90.48. A list of disposal contractors is available from the King County Yellow Book Waste Directory, (<http://www.lhwmp.org/home/YellowBook/index.aspx>). The discharge of bilge water from vessels moored at Port facilities is prohibited.

- b. It is the responsibility of the vessel owner to contact a service provider to dispose of contaminated bilge water in an appropriate manner.
- c. During oily bilge water removal from vessels while at the pier:
 - i. Drip collection pans or other effective containment devices must be placed under all connection points with the removal truck.
 - ii. Contents of the containment devices must be disposed in a manner consistent with federal, state, and local laws.
 - iii. All hoses used in fluid transfers must be inspected immediately before they are used to transfer fluids and damaged or flawed hose sections replaced before any transfer.

5. Management of Ballast Water

- a. Pre-arrival ballast exchange is required prior to discharge into Washington waters. Refer to the current Washington Code and the Washington Department of Fish and Wildlife for permissible exceptions.
- b. Vessels voyaging along the west coast are required to perform open sea exchange in depth of 2,000 meters or more. If transit does not allow exchange to this depth, then exchange should be accomplished at least 50 nautical miles offshore.
- c. Vessels arriving from outside the United States Exclusive Economic Zone (EEZ) must exchange ballast at least 200 nautical miles off-shore.
- d. Reporting: The State of Washington requires mandatory reporting at least 24 hours prior to entering Washington water, using the approved U.S. Coast Guard Ballast Water Reporting Form. The form must be completed and submitted regardless of whether or not ballast water discharge occurs. Vessels not intending to discharge ballast water into Washington State waters should submit the form with Section 1 completed and with "not discharging" written in the history section. Submit the form to The Marine Exchange of Puget Sound: FAX 360-902-2845 or e-mail ballastwater@dfw.wa.gov. The form must also be sent to the National Ballast Information Clearinghouse.

6. Fueling & Bunkering Procedures

- a. Do not conduct vehicle fueling on the cruise terminal facility.
- b. Do not conduct vehicle maintenance activities on the cruise terminal facility. Maintenance of vehicles includes, but is not limited to, changing lubricating, hydraulic and/or transmission oil; topping off fluids, changing oil and/or fuel filters, grinding, sanding, welding, mechanical repairs, and/or painting.
- c. For main passenger gangways, the following BMPs must be employed:
 - i. Drip collection pans or other effective containment devices must be placed under equipment that are subject to fluid leaks, including but not limited to areas where fluids are changed and topped off, fuel is added, and fuel tanks are exchanged.
 - ii. Tarps or drop cloths must be placed under equipment being repaired if the equipment is immobile or emergency repairs must be made before it can be removed off-site
 - iii. Contents of the collection devices must be collected after each procedure and disposed of in a manner consistent with federal, state and local laws.
- d. For cranes, the following BMPs must be employed:
 - i. Drip collection pans or other effective containment devices must be placed under equipment that are subject to fluid leaks, including but not limited to areas where fuel tanks are exchanged.

- ii. Tarps or drop cloths must be placed under equipment being repaired if the equipment is immobile or emergency repairs must be made before it can be removed off-site.
- e. Passenger vessels allowed to receive bunkers must be in compliance with all Seattle Fire Department, U.S. Coastguard and Washington bunkering (WAC Chapter 317-40) requirements.

7. Lubricating Oil Deliveries to Vessels

For vendors contracted with the vessels to deliver lubricant oil from the Pier, the following BMPs must be implemented:

- a. Drip collection pans or other effective containment device must be placed under all hose connections during fluid transfers.
- b. Contents of the containment devices must be disposed in a manner consistent with federal, state, and local laws.
- c. All hoses used in fluid transfers must be inspected immediately before they are used to transfer fluids, and damaged or flawed hose sections must be replaced before any transfer. A record of these inspections, observations made and replacements made will be kept on the Declaration of Inspection Prior to Bulk Cargo Transfer required by the US Coast Guard under 33 CFR 156.
- d. Booms must be installed around oil delivery truck tank before transfers begin.
- e. Storm drains located within the area controlled by the land boom will be protected.
- f. The Port will have land booms, drain covers, and containment devices (e.g., drip pans) available for vendors.

8. Used Oil, Sludge & Sewage

For vendors contracted with the vessels to remove used oil and sludge, the following BMPs must be implemented:

- a. Drip collection pans or other effective containment device must be placed under all hose connections during fluid transfers.
- b. Contents of the containment devices must be disposed in a manner consistent with federal, state, and local laws.
- c. All hoses used in fluid transfers must be inspected immediately before they are used to transfer fluids and damaged or flawed hose sections replaced before any transfer. For used oil transfers, a record of these inspections, observations made and replacements made will be kept on the Declaration of Inspection Prior to Bulk Cargo Transfer required by the US Coast Guard under 33 CFR 156
- d. Used oil and or sludge may only be removed from the site by an approved service provider. A list of disposal contractors is available from the King County Yellow Book Waste Directory (<http://www.lhwmp.org/home/YellowBook/index.aspx>). Please note that any over the water transfer of petroleum products are subject to U.S. Coastguard and Washington State bunkering regulations.

9. Management of Hazardous Chemicals, Cleaners & Wastes

For vendors contracted with the vessels to remove hazardous chemicals, cleaners and waste, the following BMPs must be implemented:

- a. Product Delivery and Waste Removal:
 - i. Drip collection pans or other effective containment device must be placed under all hose connections during fluid transfers.
 - ii. Contents of the containment devices must be disposed in a manner consistent with federal, state, and local laws.
 - iii. All hoses used in fluid transfers must be inspected immediately before they are used to transfer fluids and damaged or flawed hose sections must be replaced before any transfer. A record of these inspections, observations made and replacements made will be kept on the Declaration of Inspection Prior to Bulk Cargo Transfer required by the US Coast Guard under 33 CFR 156.

- b. Hazardous or flammable chemical materials, gas cylinders, and batteries may not be stored at the Pier 91 & Pier 66 facilities, unless permitted by the Seattle Fire Department.
- c. The disposal of used oil, antifreeze, paints, solvents, varnishes, gas cylinders, preservatives and batteries in the garbage is prohibited. These materials may not be discharged to the sanitary sewer or to the marine waters. A list of disposal contractors is available from the King County Yellow Book Waste Directory (<http://www.lhwmp.org/home/YellowBook/index.aspx>).
- d. Any debris, trash, sanding dust, paint chips, slag, etc., must be cleared from work areas immediately after any maintenance or repair activity and disposed of properly.
- e. Drums or containers of hazardous materials, empty drums or gas cylinders may not be left on the pier. If materials are left behind, the responsible party will be contacted and a fee assessed based on the cost of cleanup charges incurred by the Port of Seattle.
- f. Materials and Wastes (including rags) should be kept in closed containers and not allowed to evaporate in lieu of disposal.

10. Spill Prevention & Response

- a. A spill prevention and clean-up program that is specific to the facility will be maintained and implemented.
- b. Employees, representatives, and contractors with BMP-associated cruise terminal duties must receive training on spill prevention and cleanup measures at the beginning of each cruise season.
- c. Sufficient absorbent materials and spill containment instruments to confine a spill should be carried aboard the vessel.
- d. When a spill occurs, stop the spill or leakage source and contain the spill.
- e. For all spills:
 - i. Contact the Terminal Operator: **(206) 787-3911**
 - ii. Contact Marine Maintenance Dispatch (24-hours): **(206) 787-3350**
- f. For spills reaching navigable waters, notification calls must be made to:
 - i. US Coast Guard National Response Center at **1-800-424-8802 AND**
 - ii. Washington State Emergency Management Division at **1-800-258-5990**
 - iii. Seattle Public Utilities Operations Response Center at **(206) 386-1800**
 - iv. Seaport Environmental Incident Notification at **(206) 295-7912**
 - v. Further information for reporting spills is posted in the Terminal Operations Office.

11. Vessel Painting, Washing & Repair

- a. No spray painting or sand blasting of vessels is allowed.
- b. No mixing of paint or tool cleaning related to vessel painting and washing may occur on portions of the pier that discharge stormwater to Elliot Bay.
- c. Washing and spraying of the outside of the vessels must be done with clean water. Clean water under pressure may be used to remove salt from the outside of the vessel and to wash windows however; any turbidity, oil sheen or discoloration to the receiving water is a violation of RCW 90.48 and is prohibited.
- d. No washing or painting is allowed directly from the pier deck.
- e. Tarps or drop cloths will be affixed under or on the floor of any manlift (i.e. cherry picker) basket when using a manlift located on the pier for any painting, paint preparation, finish application or washing.
- f. The floor of the manlift will be inspected for any paint drips or spills and wiped before removing the tarp or drop cloth.
- g. Painters will exercise caution to prevent discharge of paint drips and paint chips directly in to the water from tarp affixed under or on the floor of the manlift while taking into account the design, installation and use of any drop cloth device attached to the pier, the vessel, or extended from manlift, and not compromising worker safety.
- h. Any contents collected on the drop cloth must be disposed promptly and in a manner consistent with federal, state, and local laws.

- i. Upon completion of any exterior painting of vessels, painters will inspect and clean up any paint drips from the pier in the vicinity of the painting activity.
- j. These activities will be monitored by the person supervising the work. Painting, scraping and refinishing of vessels is limited to minor touch-ups. For the purposes of these Best Management Practices, minor touch-ups include a small area on the superstructure, deck and hull above the waterline that requires repair for mostly cosmetic purposes. Extensive repair work and bottom cleaning must occur in a commercial, permitted, boatyard or shipyard. All painting activities require an adequate paint spill kit capable of responding to spillage of the product being used. (Note: Minor touch ups and repairs, as defined by the Washington Department of Ecology are limited to the 25% of the vessel's superstructure and deck. Minor touch ups above the waterline on the hull shall be for cosmetic purposes only.)
- k. In-water hull cleaning or propeller washing is prohibited unless the activity is coordinated and has received Department of Ecology and Washington Department of Fish & Wildlife approval prior to commencement of cleaning. The surfaces being cleaned may not contain any soft, toxic, or abrasive anti-fouling coatings. The Scope of Work Form (at end of document) must be completed and received by Terminal Operations along with a written response/approval from Ecology and the Department of Fish & Wildlife.
- l. If a cruise vessel chooses to do minor in-water (above the waterline) touch-ups, the Scope of Work Form (at end of document) must be completed and received by Terminal Operator a minimum of 24 hours prior to that activity. For vessels in violation, a Stop Work Order will be issued by Terminal Operations. For paint work involving the Load Line (Plimsoll) Cruise vessel personnel must also read and adhere to the Washington State Department of Ecology's "Load Line Painting Guidance Document."
- m. To limit the potential for spills, containers for paint may be no larger than five-gallons in size. Minor painting and sanding is allowed on the interior and superstructure of the vessel.
- n. Clean and sweep regularly to remove debris. Assistance with containment provisions is available from the Terminal Operations.
- o. Outside painting or sanding activities during weather conditions that render containment ineffective is prohibited. The Terminal Operations may make this determination.
- p. Paint burning or use of spray guns is prohibited.
- q. Engines and equipment may be removed from the vessel and sent for repairs. Leaking equipment must be removed within a containment tray. Vessel engine repair and maintenance within the engineered spaces is permitted, however engine or equipment repair on the pier is prohibited.
- r. Piers are not areas where boat repair or storage of equipment, supplies, etc. is allowed.
- s. Pier 66 is permitted by the Seattle Fire Department for Level I and II hot work (welding, cutting, grinding, etc). At the cruise terminal on Pier 91 hot work is limited to urgent repairs only. A Gas Free Certificate and inspection by the Seattle Fire Department is required at both facilities. Information for obtaining approval for hot work is available by contacting your Port Agent or Terminal Operations.
- t. Welding sparks, slag or residue must not enter water and must be captured. Dispose of cooled residue in a solid waste dumpster.

12. Air Quality

- a. Opacity Limits: All vessels are required to comply with Section 9.03 of the Puget Sound Clean Air Agency regulations, which prohibits air emissions greater than 20% opacity for more than 3 minutes in any 1 hour.
- b. Fuel Sulfur Content: All vessels are required to comply with MARPOL Annex VI and Port of Seattle Terminals Tariff No. 5, Item 4000 to use either shore-side electrical power (where available) or burn low-sulfur fuel containing 1.5% sulfur or less while at berth.
- c. Exhaust Gas Scrubbers: Any wastewater, solid or hazardous waste generated from the operation of air pollution control devices such as exhaust gas scrubbers will be captured and disposed of in accordance with all laws and regulations regulating water discharge, solid waste and/or

hazardous waste.

- d. Vessel Incinerators: Use of on-board incinerators while at Port of Seattle facilities is prohibited.
- e. For additional information on Air Quality please see: <http://www.pscleanair.org/>

SCOPE OF WORK FORM
Best Management Practices for Vessel & Berth Operations
FAX: 206.787.3939
e-mail: ops@seattlepier66.com
(complete & submit a minimum of 24 hours prior to start of work)

Vessel: _____ **Date:** _____ **Berth:** _____

Name: _____ **Title:** _____ **Signature:** _____

Give location on the vessel and description of what work is to be performed: _____

Describe the type of materials to be used and volume: _____

Estimate the size of the work area: _____

Describe any preparatory work involved: _____

Expected time to complete the work: _____

On board person supervising the work:

Name & Position: _____

Contact (e-mail or phone): _____

If minor touch-up painting is involved, explain method(s) of containment to prevent paint and associated material from entering the water: _____

List any expected/planned Tanker Truck activity (i.e., oil water, sludge removal):

List available clean up materials: _____

(POS may add language about notification of discharging of sewage & sludge)

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Review the complete Best Management Practices for Vessel & Berth Operations at Cruise Terminals prior to beginning work. Provide MSDS sheets if requested by Terminal Operations. Immediately comply with any STOP WORK order issued by Terminal Operations.

TERMINAL OPERATIONS: SEND COPY TO THE PORT OF SEATTLE ENVIRONMENTAL DIVISION
POS_WORKREQUEST@SPMAIL.PORTSEATTLE.ORG

BEST MANAGEMENT PRACTICES SIGNATURE PAGE

I HAVE READ THE PORT OF SEATTLE PIER 66 AND PIER 91 BEST MANAGEMENT PRACTICES FOR VESSEL & BERTH OPERATIONS AND AGREE TO THE TERMS SPECIFIED.

VESSEL: _____ **DATE:** _____

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ATTENTION SHIPPING AGENT:

FAX THIS SIGNATURE PAGE TO :

TERMINAL OPERATIONS

FAX (206) 787-3939

EMAIL: ops@seattlepier66.com

TERMINAL OPERATIONS:

SEND COPY TO PORT OF SEATTLE ENVIRONMENTAL DIVISION:

EMAIL: pos_workrequest@spmail.portseattle.org

EXHIBIT G
PROJECT LABOR AGREEMENT



Project Labor Agreement

BETWEEN

The Port of Seattle

AND

Seattle/King County Building and
Construction Trades Council

Northwest Construction Alliance II

December 1, 2018

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Project Labor Agreement

**Signatory Unions/Port of Seattle
Project Labor Agreement**

ARTICLE 1

It is the intent of the Parties to set out uniform standard working conditions for the efficient performance of construction; herein to establish and maintain harmonious relations between all parties to this Agreement; to secure optimum quality and productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Employer.

This commitment includes the Owners, Contractors and Unions who become signatory to this Agreement.

PURPOSE

This Agreement is entered into by and between the Port of Seattle (Port), its successors or assigns, the Project Contractor(s), and the Seattle Building Trades and Northwest Construction Alliance II, hereinafter collectively called the "Union or Unions," with respect to the Project Labor Agreement.

This agreement will cover construction projects and/or contracts as approved by the Port Commission per Resolution 3725, 3726, and 3746, as cited in Port resolution with "the assumption will be in favor of employing an agreement for construction contracts that are anticipated to be in excess of \$5 million" in cost. Such approved construction projects are hereafter referred to as "Covered Projects". The Port shall notify the Seattle Building Trades and Northwest Construction Alliance II of Commission approved construction projects. The Port will maintain a current list of all Covered Projects.

The term "Contractor" shall include all construction contractors and all sub-contractors of whatever tier engaged in onsite construction work within the scope of this Agreement. The term "Prime Contractor" is the general contractor awarded the initial Project bid.

The Parties recognize the need for the timely completion of Port of Seattle Covered Projects without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability. The Parties agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craft workers for the construction of the Project.

Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Agreement.

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Therefore, to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all of its Sub-contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, interruption, or other disruption of or interference with the work covered by this Agreement.

ARTICLE 2 **SCOPE OF AGREEMENT**

Section 1.

This Project Labor Agreement (PLA) shall apply and is limited to the recognized and accepted historical definition of new or construction work as described in the PLA Contract performed by the Prime Contractor and those Sub-contractors of whatever tier which have contracts with the Prime Contractor for such work, all of which is herein described as the "Project". Except for the activities covered by Section 5 of this Article, any construction work defined in RCW 39.12 will be subject to the PLA. Such work shall include site preparation work and dedicated off-site work, including transportation of equipment and materials to the site.

It is understood by the Parties that the Port may, at its sole discretion, add to a specific project covered by this Agreement. In so doing, the Port will notify the Unions of their intended changes.

It is agreed that the Prime Contractor shall require all Contractors and their Sub-contractors of whatever tier who have been awarded contracts for work covered by this PLA, to accept and be bound by the terms and conditions of this Project Labor Agreement by executing the Letter of Assent (Appendix B) prior to commencing work. The Port shall assure compliance with this PLA by the Contractors. The signatory Unions agree to assist the Port with contractor compliance.

When a subject is covered by the provisions of a Collective Bargaining Agreement (CBA) and is not covered by this PLA, the local CBA shall prevail. It is further agreed that, where there is a conflict, the terms and conditions of this Project Labor Agreement shall supersede and override terms and conditions of any and all other national, area, or local Collective Bargaining Agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 6, 7, and 8 of this Project Labor Agreement, which shall apply to such work. If this PLA is silent on any issues the individual Collective Bargaining Agreements shall prevail.

It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Labor Agreement, neither the Project Contractor nor the Contractors shall be obligated to sign any other local, area, or national agreement.

Section 2.

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Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3.

This PLA shall only be binding on the signatory Parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4.

The Port and/or the Prime Contractor and all of its Sub-contractors regardless of tier have the absolute right to select any qualified and responsible bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this PLA; provided, however, only that such bidder is willing, ready and able to become a party to, signs a letter of assent and complies with this PLA, should it be designated the successful bidder.

Section 5.

Items specifically excluded from the scope of this PLA include but are not limited to the following:

- (a) The excluded employees contained in this PLA shall at no time perform bargaining unit work covered by the trades signatory to the PLA. Work of non-manual employees, including but not limited to, superintendents, supervisors, assistant supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees, specialty testing, architectural/engineering design, suppliers, and other professional services.
- (b) Equipment and machinery owned or controlled and operated by the Port or by any of the airlines or airport concessionaires or tenants.
- (c) Non-manual work by employees of a manufacturer or vendor necessary to maintain such manufacturers or vendor's written warranty or guarantee or the on-site supervision of such work.
- (d) Laboratory for specialty testing or inspections not ordinarily done by the signatory Local Unions.
- (e) Non-construction support services contracted by the Owner in connection with this Project.
- (f) Survey work performed by the Owner or prior to 'notice to proceed' is excluded.
- (g) All work performed or contracted by airport tenants, defined by contract documents to be

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constructed within a defined area of new construction or facility improvement work covered by the PLA, will be exempt. The Port agrees to provide the Unions notification of defined airport tenant work prior to construction. The Unions recognize that during the term of this PLA improvements will be contracted directly by airport tenants and performed by contractors outside the scope of this PLA.

(h) All work performed by Port employees is exempt.

Section 6.

The provisions of this PLA shall apply to the Port and any of its small works contractors when doing covered work. Nothing contained herein shall be construed to prohibit or restrict the Port or its employees from performing work not covered by this PLA on the Project site.

Section 7.

It is understood that the Port, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8.

It is understood that the liability of any Contractor and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employer status between or among the Port, Contractor(s) or any Contractor.

ARTICLE 3 **UNION RECOGNITION**

The Contractors recognize the Seattle Building Trades, NCA II and other signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective historical jurisdictions working on the Project within the scope of this PLA.

ARTICLE 4 **MANAGEMENT'S RIGHTS**

The Prime Contractor, and all of their Sub-contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this PLA, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, or any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE 5
UNION SECURITY

Section 1.

Authorized representatives of the Union shall have reasonable access to the Project, provided that such representatives do not interfere with the work of the employees, and further provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. It is understood that because of the scope of the Project, the type of work being undertaken on the Project site and the continuous operation of the airport during construction, visitors may be limited to certain times, or areas, or to being escorted at all times if said representative does not have a Security Identification Display Area (SIDA) Badge while on the Project site; in such circumstances, however, Project workers shall be allowed to confer privately with their authorized Union representatives. The Contractor recognizes the right of access set forth in the Section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2.

(a) Each signatory Local Union shall have the right to designate a working journeyman as a steward for the Prime Contractor and Sub-Contractors of whatever tier and for each shift being worked and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions, such as hiring or termination of fellow employees or the direction of the work. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) A steward for each craft of the signatory Unions employed on the Project shall be permitted on the Project site at all times when work is being performed. Stewards shall not be subject to discrimination or discharge on account of proper union activities. The Unions agree that such activities shall not unreasonably interfere with the steward's work for the Contractor.

(c) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and with local Union representative approval may discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's craft. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(d) When a Contractor has multiple, non-contiguous work locations on the site, the Union may appoint additional working stewards to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Union.

(e) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. Provisions of any Collective Bargaining Agreement, giving the steward the option

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of working all reasonable overtime within their craft and shift shall be recognized, provided they are qualified to perform the task assigned.

Section 3.

The Contractor agrees to notify the appropriate Union, in writing twenty-four (24) hours prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Collective Bargaining Agreement, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

Section 4.

Personnel of the Port will be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards, and individual workers will not interfere with the Port personnel, or with personnel employed by any other Employer not a party to this PLA.

ARTICLE 6
WORK STOPPAGES AND LOCKOUTS

Section 1.

During the term of this PLA there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor on Covered Projects. Failure of any Union, Local Union or employee to cross any picket line established at the Covered Project site is a violation of this Article.

Section 2.

The Union and its applicable Local Union shall not sanction aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3.

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately

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instruct order and use the best efforts of his/her office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4.

If any Party to this PLA believes a violation of this article has occurred, that Party may submit their claim as a grievance under Article 7, Step 4, for expedited arbitration. The sole issue at the arbitration hearing shall be whether or not a violation of this Article occurred. The arbitrator shall have no authority to consider any justification, explanation or mitigation for such violation. The arbitrator's award shall be issued in writing within 24 hours after the close of the hearing, and may be issued without an opinion. If any Party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation, and any other appropriate relief, including, but not limited to liquidated damages in the following amounts: For the first shift in which the violation occurred, \$10,000; for the second shift, \$10,000; for the third shift, \$10,000; for each shift thereafter in which the craft has not returned to work, \$10,000 per shift. Such award shall be final and binding on all parties. The fees and expenses of the arbitrator shall be equally divided between the moving Party or Parties and the Party or Parties respondent. If the arbitrator determines that a violation of this Article has occurred the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the Project to immediately return to work. If the arbitrator determines that a lockout has occurred in violation of this Article, he/she shall be empowered to order the Contractor to bring the employee(s) in question back to work, and award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this Article.

ARTICLE 7
DISPUTES AND GRIEVANCES

Section 1.

This PLA is intended to provide close cooperation between the Port, Contractor, and Labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Covered Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2.

Project Labor Agreement

The Port, Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3.

Any question or dispute arising out of and during the term of this PLA (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1.

(a) When any employee subject to the provisions of this PLA feels he/she is aggrieved by a violation of this PLA, he/she, through his/her local Union business representative or designated Union Representative, shall, within ten (10) working days after the occurrence, or had knowledge of or should have known of the alleged violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the designated Union Representative and the work-site representative of the involved Contractor and the Owners Representative shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing and the Owners Representatives at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the PLA alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Sub-Contractor of whatever tier have a dispute with the other Party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2.

The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3.

Expedited Alternative Dispute Resolution

In the event no resolution is reached by the Union and the Contractor at Step 2, upon mutual agreement the parties may agree to submit the grievance to a mediator appointed by Federal Mediation and Conciliation Services (FMCS) or another mutually agreed upon mediator for

mediation. If mediation fails to resolve the issue(s) or if both Parties do not agree to submit the grievance to mediation, either party may request that the grievance be submitted to an arbitrator in accordance with the provisions of Step 4. Nothing done or said by the Parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 4.

(a) If the grievance has been submitted but not adjusted under Step 2 or Step 3, either Party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and Sub-Contractor of whatever tier and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the (FMCS or whoever we designate) shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all Parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him/her. Also he/she shall not have authority to change, amend, add to or detract from any of the provisions of this PLA.

Section 4.

The Prime Contractor, Sub-tier contractor, the Port and the Union representatives shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 8
JURISDICTIONAL DISPUTES

Section 1.

(a) The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions and established trade practice prevailing in the locality. Locality is defined as the Seattle/King County Building Trades geographical jurisdiction. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of the Prime Contractor.

Section 2.

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All jurisdictional disputes on Covered Project, between or among the Building and Construction Trades Unions, the NCA II and Contractors, parties to this PLA, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this PLA.

Section 3.

All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

Section 4.

Each Contractor will submit to the Port a proposed trade assignment and attend a pre-job conference, scheduled by the Port, with the Unions a minimum of 2 weeks prior but not more than 90 days prior to commencing work. Each Contractor will submit to the Port a final trade assignment one (1) week after attending the pre-job conference and prior to starting work. The Port will send copies of the trade assignments to the Unions.

ARTICLE 9 **SUBCONTRACTING**

Section 1.

The Prime Contractor agrees that no Contractor shall subcontract any Covered Project work except to a person, firm or corporation party to this PLA.

Section 2.

If a Building Trades Union that traditionally represents construction employees in the geographic area of the Project chooses not to become signatory to this PLA, the Prime Contractor and the signatory Unions shall utilize one or both of the following options to ensure that work that may be claimed by the non-signatory Union ("claimed work") is completed without disrupting the Covered Project:

- (a) The signatory Unions will provide the Prime Contractor and all other Sub-tier contractors who become signatory to this PLA with the appropriate workforce to perform the claimed work.
- (b) The Prime Contractor may utilize any Contractor or Subcontractor to perform claimed work, except that if such Contractor is party to an agreement with the non-signatory Union, such Union must agree in writing to abide by Article 8, Jurisdictional Disputes, and Article 6 Work Stoppages and Lockouts for the contractor to be awarded work under this PLA. Such Contractor may utilize its existing workforce and wage and benefit package. Such Contractors shall be required to agree in writing to be bound to

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and abide by this Article, Article 6 Work Stoppages and Lockouts, and Article 8 Jurisdictional Disputes. No other provision shall apply to such Contractors unless required by the Prime Contractor.

The names and physical business addresses of all Subcontractors on work covered by this PLA shall be transmitted to the Seattle Building Trades and NCA II by the Employer.

Section 3: Small Business Outreach.

The Prime Contractor and the Unions commit to conduct small business outreach to Minority, Women and Disadvantaged Business Enterprises (MWDDBE) certified through the Washington State Office of Women and Minority Business Enterprises. The Prime Contractor and the Unions also commit to outreach to construction contractors in the Small Contractor and Supplier (SCS) program certified through King County.

The Port and Unions agree to meet with contractors to provide training and assistance about working under Collective Bargaining Agreements and this PLA.

Section 4:

Whenever the Contractor is obligated to satisfy Disadvantaged Business Enterprise (DBE) and/or Small Contractor and Supplier (SCS) efforts, the Union's whose work is involved and the Contractor, by mutual agreement, may waive Article 9, Section 1 prior to commencement of the work in the event an Employer and the Union are unable to find qualified competitive DBE/SCS Subcontractors. The DBE/SCS and Prime Contractor must complete pre-job paperwork defining the scope of work to be performed prior to waiver agreement.

If in accordance with the preceding paragraph, the Contractor utilizes a DBE/SCS Subcontractor who does not become signatory to this PLA, the Subcontractor must agree in writing to abide by Article 8, Jurisdictional Disputes, and Article 6 Work Stoppages and Lockouts for the Subcontractor to be awarded work under this PLA. Such Subcontractor may utilize its existing workforce and wage and benefit package. Such Subcontractors shall be required to agree in writing to be bound to and abide by this Article, Article 6 Work Stoppages and Lockouts, and Article 8 Jurisdictional Disputes. No other provision shall apply to such Subcontractors unless required by the Prime Contractor.

ARTICLE 10 **HELMETS TO HARDHATS**

Section 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and

mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 2.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Covered Project, and of apprenticeship and employment opportunities for the Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 11
APPRENTICESHIP UTILIZATION

The Parties agree to set a minimum State Apprenticeship Council (SAC) Apprenticeship Utilization Goal of fifteen percent (15%) per craft. The goal established for minority apprentice training is twenty-one percent (21%) of the total apprentice training hours. The goal established for female apprentice training is twelve percent (12%) of the total apprentice training hours. The Prime Contractor will be responsible for all Contractors and Sub-contractors of whatever tier shall submit an Apprenticeship Utilization Plan at their pre-job conference and all Contractors shall submit weekly certified payrolls identifying all SAC registered apprentices.

The Parties agree to maximize the use of Washington State Apprenticeship Training Council [WSATC] apprentices on the Project and to facilitate the participation of people of color, women and other disadvantaged persons in such apprenticeship programs, and increase the opportunities for participation by low-income people of color and women. The Parties should identify training and hiring goals and reduce barriers to employment and training.

ARTICLE 12
PREFERRED ENTRY

Section 1.

The Parties agree to construct and expand pathways to living wage jobs and careers in the construction industry for community members through collaborative workforce development systems involving community-based training providers and union-based apprenticeship programs. The purpose of this program is to facilitate a workforce reflective of the diversity of the region's population.

Section 2.

The Parties agree to work in cooperation to provide pre-qualified applicants access to apprenticeship opportunities generated by the construction contracts under the PLA. Preferred Entry candidates shall be placed with Contractors working on the Project, subject to an interview if requested by the Contractor. Selected Preferred Entry candidates who are not already first year apprentices shall become first period apprentices.

To give preferred entry apprentices an opportunity to become established in their apprenticeship training, Contractors must employ Preferred Entry candidates for 700 hours, in order to count that candidate toward the Preferred Entry requirement. The Port may reduce the number of required hours to a minimum of 350 hours on the Project that have insufficient total apprentice hours to support placements of a 700 hour duration.

Section 3.

The Parties agree that given the apprenticeship utilization goal of 15% on the Project, the goal for Preferred Entry Apprentices shall be one (1) of each five (5) of those apprentices who have worked at least 350 or 700 hours from Pre-Apprenticeship programs including the Apprenticeship and Non-Traditional Employment Program for Women (ANEW), YouthBuild, Helmets to Hard Hats, King County Pre-Apprenticeship Construction Education (KC PACE), Ironworkers Pre-Apprenticeship Program, TERO Vocational Training Center (TVTC), Seattle Vocational Institute – Pre-Apprenticeship Construction Training (PACT), the Trades Related Apprenticeship Coaching Program (TRAC), Cement Masons Pre-Apprenticeship Program, Direct Access to Laborers Education and Careers (DALEC), or other mutually agreed-upon programs that serve people living in economically distressed communities. The list of such programs may be updated by mutual agreement between the Port and the Seattle Building, Construction Trades Council, and Northwest Construction Alliance II.

Section 4.

The Unions and Prime Contractor agree to ensure hiring of Preferred Entry apprentices during the early start of work on the Project. The Port, Unions and Contractors recognize Preferred Entry Apprentices that are within the first two steps and/or years of their apprenticeship program.

ARTICLE 13

MONTHLY LABOR/MANAGEMENT MEETINGS

The Parties to this PLA recognize the necessity for cooperation and communication between the Unions, the Port, and the prime contractor, the elimination of disputes and misunderstandings and the resolution of unfair practices on the part of any party. To this end, the Parties agree to participate in monthly Union/Port/prime contractor meetings to address pre-apprenticeship preferred entry goals, apprenticeship utilization, priority hire requirements if applicable, job progress, administration and progress of overall PLA program, and any other relevant issues that will affect the Project and promote harmonious and stable labor/management relations. The Port shall facilitate and distribute copies of reports to the committee, including a monthly discussion of projects reviewed for application of the PLA and future projects.

ARTICLE 14

WAGE SCALES AND FRINGE BENEFITS

Section 1.

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In consideration of the desire of the the Port and Unions for all construction work to proceed efficiently and economically and with due consideration for protection of labor standards, wages and working conditions, all Parties agree that:

The wage rates to be paid to all laborers, workers and mechanics who perform any part of this Contract within King County shall be in accordance with the current local craft labor agreement as identified in their individual Collective Bargaining Agreement.

Contractors will recognize the current State Prevailing Wage Rate established and required by Chapter 39.12 of the Revised Code of Washington, as amended, as the minimum rates to be paid to all craft employees, including pre-fabrication performed in Washington State, during the life of the program. This requirement applies to laborers, workers and mechanics, employed by the Contractors or any other person who performs a portion of the work contemplated by this PLA, within the State of Washington.

The Contractors shall adopt and agree to be bound by the written terms of the legally established trust provisions for fringe benefit bonds contained in the respective applicable local collective bargaining agreements for all craft workers, core and union, and payments shall be made by the Contractors for all craft employees during the life of the Covered Project.

The Contractor shall pay the current increased wage rates and increased contribution rates to the relevant trust funds pursuant to any Collective Bargaining Agreements negotiated by the Unions during the work performed on the Covered Project, effective when the relevant Collective Bargaining Agreement goes into effect. Further, the Contractor(s) and its Sub-contractors will recognize all changes of wages and fringes on the effective date(s) of the individual craft local collective bargaining agreement. Any retroactive increases will be recognized provided it is part of the negotiated settlement.

If any Subcontractor is delinquent in any Trust Fund contributions, the Union or the Trust Fund shall first make every effort to resolve the delinquency. After all efforts have been exhausted, the Union or Trust Fund shall provide timely notification to the Owner and the Contractor(s), together with all documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Contractor(s) will attempt to resolve the delinquency among its Subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Contractor(s) shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Subcontractor and shall not release such withholding until the Subcontractor is in compliance. If the delinquent amounts are undisputed in whole or in part between the Fund and the delinquent Subcontractor, the Contractor(s) shall issue a joint check to the Fund and the Subcontractor in the amount of the undisputed delinquency.

Copies of the Union Trust Agreements are available upon request.

Section 2. Prefabrication and Assembly

It is our intention that any and all off-site fabrication, customization, assembly or pre-assembly work will be performed within the local region of the State of Washington.

The provision for wage rates in Article XIII shall also apply to offsite fabrication/customization, assembly or pre-assembly of parts or components for installation related to new construction on the Covered Project, if such off site fabrication/customization work is performed in the State of Washington.

The payment of the applicable rate of wage to said offsite fabrication/customization, assembly or pre-assembly shall not be construed as applying the following requirements of the Agreement Article 10 (Helmets to Hardhats), Article 11 (Apprenticeship Utilization), Article 13 (Monthly Labor Management Meetings), or Article 15 (Substance Abuse Program). However, the provisions of Article 9 (Subcontracting), Article 6 (Work Stoppages and Lock Outs), and Article 8 (Jurisdictional Disputes) shall apply to such off site fabrication/customization work.

ARTICLE 15
SUBSTANCE ABUSE PROGRAM

The Parties agree to the substance abuse program outlined in Appendix A.

ARTICLE 16
REFERRAL PROCEDURES

Section 1.

For Local Unions now having a job referral system as contained in their Collective Bargaining Agreement, the Contractor agrees to utilize such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Referrals shall not be affected by obligations of Union membership or the lack thereof. Where airport security clearance requirements apply to work to be performed, the Contractor shall inform the Union's hiring hall dispatcher of those requirements when requesting workers. For those Local Unions having a Book system as part of their Collective Bargaining Agreement, such system will be honored in regards to lay-off of workers from covered projects.

Section 2.

In the event that Local Unions are unable to fill any request for employees within the time specified by the local CBAs the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Covered Project prior to the commencement of work, and make trust fund contributions for every hour worked.

Section 3.

There shall be no discrimination against any employee or applicant for employment because of his/her membership or non-membership in the Union or based upon race, creed, color, sex, age or national origin, or any other legally protected class of such employee or applicant.

Section 4.

Project Labor Agreement

No employee covered by this PLA shall be required to join any Union as a condition of being employed on the Covered Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed under the PLA. All employees shall, however, be required to comply with the union security provision of the applicable Collective Bargaining Agreement, for the period during which they are performing on-site work, except as modified by this PLA. The Contractor agrees to deduct union dues or representation fees, whichever is applicable, from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the Union or Council.

Initiation fees shall be waived for those employees who are not members of any signatory Union when they begin work on this Covered Project. The dues obligations of such employees shall be confined to that portion of union membership dues directly related to representation of workers in collective bargaining, and in enforcement of the Unions' collective bargaining agreements. Nothing in this Section is intended to eliminate or affect the right of any employee to join the Union or the right of any union to collect full dues from its member.

Section 5.

The Parties agree that where a Contractor is not party to a current Collective Bargaining Agreement with the Union having jurisdiction over the affected work, the Contractor may request by name, and the Local will honor, referral of up to a maximum of five (5) persons per each contractor ("core" employees), provided that the Contractor first demonstrate that those persons possess the following qualifications:

- (1) Any license required by state or federal law for the Project work to be performed;
- (2) Have worked a total of at least one thousand two hundred (1,200) hours in the construction craft during the prior two (2) years;
- (3) Were on the Contractor's active payroll for at least sixty (60) out of the ninety (90) calendar days prior to the contract award;
- (4) Have the ability to perform the work safely.

The Contractor may elect to hire its first "core" employee to be a foreman. After the Contractor hires his first core employee, the Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, then refer one of such Contractor's "core" employees as a journeyman, and shall alternate one core employee and one employee from the out-of-work list, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first.

Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio of "core" employees to hiring hall referrals shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio as was applied in the initial hiring.

Project Labor Agreement

All employees, core and union, shall be dispatched from the appropriate union. Trust benefits shall be paid on all employees, core and union.

Section 6.

Upon referral or dispatch from a Union, "turnaround" or refusal of any worker by the Contractors, requires written explanation from the Contractor that shall be communicated through the Prime Contractor to the Port and affected Union within 48 hours.

Section 7.

Individual seniority will not be recognized or applied to employees working on the Project. This provision will not interfere with or supersede the use by individual Contractors of "call lists" maintained by such Contractor pursuant to addenda to the local Collective Bargaining Agreement between such Contractor and a Union signatory to this PLA.

Section 8.

The selection of craft foremen and/or general foremen and the number of such foremen and/or general foremen required shall be entirely the responsibility of the Contractor. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this PLA will, in the normal day- to-day operations, take their direction and supervision from their foreman.

ARTICLE 17 **WORK RULES**

Section 1.

Parking shall be provided within 3 city blocks or 1500 feet from the Covered Project site, whichever is shorter. Parking at or near the Covered Project site will be provided to the workers at no cost. If parking cannot be provided within 3 city blocks or 1500 feet of the Covered Project site, transportation between the parking area(s) and the work site shall be provided by the Contractor. Employees shall be paid at their straight-time hourly rate for time spent in travel from the work site to the parking area at the end of their shift. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes.

Section 2.

Security procedures for control of tools, equipment and materials are the responsibility of the Contractor. Employees having any company property or the property of another employee in their possession without authorization is subject to immediate discharge. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and owner property.

Section 3.

Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.

Section 4.

In the interest of the future of the construction industry in the Seattle area, of which labor is a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work with management on the Covered Project to produce the most efficient utilization of labor and equipment in accordance with this PLA.

ARTICLE 18
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1: Work Day and Work Week.

Hours of work shall refer to local collective bargaining agreements

Section 2: Starting Times.

Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3: Overtime.

Overtime shall refer to local collective bargaining agreements

Section 4: Shifts.

Shift work shall refer to local collective bargaining agreements

Section 5: Holidays.

(a) **Holidays.** Recognized holidays on the Covered Project shall be New Year's Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Recognized holidays under this PLA shall be celebrated on the date the holiday is celebrated by the Port. Work may be performed on Labor Day when circumstances warrant, such as for the preservation of life and/or property. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate overtime rate outlined in the applicable Collective Bargaining Agreement. All overtime shall be in compliance with applicable State prevailing wage requirements.

Section 6: Reporting Pay.

(a) **Reporting Pay.** Employees reporting for work and for whom no work is provided, except when given notification not to report to work, and shall receive four (4) hours pay at the regular straight-time hourly rate. Employees, who work beyond four (4) hours, shall be paid for actual hours worked. When an employee is sent to the jobsite from the union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his/her shift, the employee will be paid a minimum of eight (8) hours for that day.

Four (4) hour show-up time is contingent upon successfully completing the drug testing procedure, if required.

(b) **Make- up Day.** Should the Contractor be unable to work forty (40) hours in any workweek due to weather or other conditions over which the Contractor has no control, the Contractor may, to the extent permitted by the applicable collective bargaining agreement, schedule a make- up day (Saturday for 5/8 schedule; Friday or Saturday for 4/10 schedule). All hours worked on a make-up to complete the forty (40) hours for the standard workweek shall be paid at the straight time rate of pay, if permitted by the State prevailed wage requirements. Any hours in excess of the standard workweek worked on Saturday shall be paid at time and one-half the straight time rate of pay. For make- up day work, the full crew must be scheduled. The make-up day may not be utilized on an individual employee basis, or to make up holidays. Make-up days are voluntary and should a crew member decline the make-up day work, the Contractor may select a member of another crew as a replacement, or allow the crew to work without the regular crew member. All make-up day work will be scheduled for a full work day. All overtime shall be in compliance with applicable State and Federal prevailed wage requirements.

(c) **Call Out Pay.** Any employee called out to work outside of his shift shall receive a minimum of four hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(d) **Discharge/Departure.** When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Safety concerns, the employee shall be paid only for the actual time worked.

(e) **Premium Rate Day.** In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7: Meal Period.

Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour unpaid break for lunch. This lunch period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift.

Project Labor Agreement

In the event that Employer establishes a ten (10) hour shift, the meal periods shall be at mid-shift. Employees meals may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of their shift to cover necessary work of a continuous nature.

Missed Meals and Additional Meal Periods:

- a. If a craft worker is required or allowed to work past five hours, they shall be paid one-half (1/2) hour at the applicable overtime rate and shall eat their lunch on company time.
- b. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.
- c. Craft Workers required to work more than two (2) hours after the end of an eight (8) hour shift and one (1) hour after a ten (10) hour shift shall be furnished a meal and paid one-half (1/2) hour at the applicable wage rate and every five (5) hours thereafter, a Craft Worker shall be given time for a meal. Mealtime shall be paid at the applicable overtime rate and adequate lunch shall be provided by the Employer at the job site.
- d. By mutual agreement between the Union and the Employer an additional hour of overtime/penalty pay may be provided in lieu of the above.

Section 8: Security.

The Parties acknowledge that some work within the scope of this PLA will occur in restricted security areas of an operating airport and seaport and that employees who will be required to work in such areas will, as a condition of employment on the Covered Project, be subjected to a 10-year personal background check and security clearance and will be required to comply with regulations imposed by the Port, the Department of Homeland Security (including sub-agencies such as the Transportation Security Administration and Customs and Border Patrol), and the Federal Aviation Authority governing access and conduct in such areas. The Unions acknowledge that such conditions will be imposed and that application and enforcement of such requirements may be grounds to terminate or deny an employee work on the Covered Project or to deny access of their representatives to the Covered Project's areas.

ARTICLE 19 **SAFETY AND HEALTH**

Section 1.

The Parties to this PLA will hold a regular Joint Labor/Management Safety Committee meeting to discuss safety programs and procedures to maintain the highest level of occupational safety on the Covered Project site.

Section 2.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Port, or the Contractor. It

Project Labor Agreement

is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Port.

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, and the Port. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy their obligations under this Section will subject them to discipline, including discharge.

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, including Marijuana, and/or alcohol while on the Port's premises at any time during the work day is prohibited. Accordingly, the Parties have agreed to follow the guidelines for substance abuse and alcohol testing as stipulated in the Substance Abuse Policy (See Appendix A).

(d) These Procedures outline the safeguards set forth for the testing of employees for prohibited or controlled substances, adulterants and alcohol. It is agreed, with respect to such testing procedures, that: (i) no person referred from the Union hiring hall shall be allowed on-site as an employee until such person has completed and passed any test(s) required under the program; (ii) a person who is put to work immediately after having passed the tests shall be paid starting at the time he/she reported for the test(s); and (iii) where a Contractor requests a person to report for purposes of a pre-employment substance abuse and alcohol test, and does not intend to place him/her in an active work position on that day, the person shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

(e) The unauthorized use or possession of firearms, weapons, explosives or incendiary materials on or near the Covered Project premises, including Port owned or leased parking lots, is prohibited. Any employee who violates this provision will be subject to discipline including discharge and/or removal from the Covered Project.

(f) The Parties acknowledge that the environmental and safety restrictions governing conduct at the Covered Project site prohibit smoking at any time in any location or facility. Violation of this restriction by any person will constitute grounds for removal from the site and may result in termination.

Section 3.

A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for the standby time at their appropriate hourly rate of pay.

Section 4.

The Contractor shall furnish warm, dry changing rooms of ample size for drying clothes, and benches and tables for lunch. The contractor shall supply sanitary toilet facilities, including hand-wash facilities, and sanitary drinking facilities (cool in summer) and sanitary drinking cups.

ARTICLE 20

SAVINGS AND SEVERABILITY

Section 1.

It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this PLA. The Parties hereto agree that in the event any provisions of the PLA are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA.

Section 2.

The occurrence of events covered by Sections 1 above shall not be construed to waive the work stoppage prohibitions of Article 6.

ARTICLE 21
DURATION OF AGREEMENT

Section 1.

This Agreement shall commence upon December 1, 2018 and shall continue in full force for a period of five years. The parties may mutually agree to amendments or modifications of this PLA.

Section 2.

The PLA shall continue in full force and effect for each covered project throughout the duration of each covered project and until the last of the Covered Projects concludes. Either party desiring to extend this PLA beyond the intended five year term shall make such intentions known to the other party by written notice as soon as practical, which may be as early as six month prior to the otherwise effective expiration date of this agreement.

Section 3.

(a) **Turnover.** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor, and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner.

(b) **Notice.** Written notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list", and in such case, the PLA will continue to apply to each such

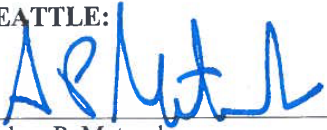
Project Labor Agreement

item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a written notice from the Owner saying that no work remains within the scope of the PLA.

Project Labor Agreement

PORT OF SEATTLE:

Signature: 
Stephen P. Metruck
Executive Director
Port of Seattle

Date: 2/7/2019

UNIONS:

Seattle/King County Building & Construction Trades Council, AFL-CIO

Signature: 
Monty Anderson
Executive Secretary

Date: _____


Northwest Construction Alliance II

Signature: 
Dan Hutchins
Contract Administrator


Heat & Frost Insulators & Allied Workers Local 7

Signature: 
Todd Mitchell
Business Manager

BAC PNW ADC

Signature: 
Jesse Sanden
Union Representative

Boilermakers Local 502

Signature: 
Tracey Eixenberger
Business Manager

Cement Masons & Plasterers Local 528

Signature: 
Eric Coffelt
Business Manager

Project Labor Agreement

IBEW Local 46

Signature: Bud Allbery
Bud Allbery
Business Manager

Elevator Constructors Local 19

Signature: Patrick Strafer
Patrick Strafer
Business Manager

Iron Workers Local 86

Signature: Chris McClain
Chris McClain
Business Manager

Laborers Local 242

Signature: Dale Cannon
Dale Cannon
Business Manager

Sheet Metal Workers Local 66

Signature: Tim Carter
Tim Carter
Business Manager

Teamsters Local 174

Signature: Rick Hicks
Rick Hicks
Secretary-Treasurer

Operating Engineers Local 302

Signature: Daren Konopaski
Daren Konopaski
Business Manager

IUPAT District Council 5

Signature: Denis Sullivan
Denis Sullivan
Business Manager

UA Plumbers & Pipefitters Local 32

Signature: Jeffrey J. Owen
Jeffrey J. Owen
Business Manager

Roofers Local 54

Signature: Steve Hurley
Steve Hurley
Business Manager

Sprinkler Fitters Local 699

Signature: Stanton Bonnell
Stanton Bonnell
Business Manager

APPENDIX A

Substance Abuse Program

The Parties to this PLA recognize the need to provide a drug-free and alcohol-free workplace.

In order to produce as safe a workplace as possible, it is understood and agreed that the Parties abide by the rules and provisions of the mutually agreed upon substance abuse program includes the following types of testing: pre-employment, reasonable suspicion, post-accident, random, and return-to-work.

The Port's Substance Abuse Coordinator (Coordinator) will retain oversight over the program and the approved Substance Abuse Program Administrator (Administrator) will administer the testing program and testing services for the entire labor force identified in this PLA.

All testing will be conducted only by laboratories under the strictest federal guidelines, with special provision to assure test reliability, employee privacy, and confidentiality. All testing will be conducted only by laboratories approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

Any disputes under this Program shall be subject to the grievance procedure, Article 7.

Substance Abuse Program is available upon request.

Project Labor Agreement

SUBSTANCE ABUSE AND DETECTION THRESHOLD LEVELS

CONTROLLED SUBSTANCE	SCREENING METHOD	SCREENING LEVEL
Amphetamines	EMIT	500 ng/ml**
Barbiturates	EMIT	300 ng/ml
Benzodiazepines	EMIT	300 ng/ml
Cocaine	EMIT	150 ng/ml**
Methadone	EMIT	300 ng/ml
Oxycodone Screen	EMIT	100 ng/ml
Opiates	EMIT	2000 ng/ml**
PCP (Phencyclidine)	EMIT	25 ng/ml**
THC (Marijuana)	EMIT	50 ng/ml**
Propoxyphene	EMIT	300 ng/ml
Alcohol	Breathalyzer	.04 Percent

	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	GC/MS	250 ng/ml**
Barbiturates	GC/MS	200 ng/ml
Benzodiazepines	GC/MS	300 ng/ml
Cocaine	GC/MS	100 ng/ml
Methadone	GC/MS	100 ng/ml**
Oxycodone Screen	GC/MS	100 ng/ml
Opiates	GC/MS	2000 ng/ml**
PCP (Phencyclidine)	GC/MS	25 ng/ml**
THC (Marijuana)	GC/MS	15 ng/ml**
Propoxyphene	GC/MS	100 ng/ml
Alcohol	Breathalyzer	.04 Percent

* All controlled substance including their metabolite components

** SAMHSA specified threshold

A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet SAMSHA or revised industry standards.

EMIT – Enzyme immunoassay

GC/MS – Gas Chromatography/Mass Spectrometry

APPENDIX B

**PORT OF SEATTLE
LETTER OF ASSENT**

MC- 03 Enter Number Here
Project Name: Enter Name Here
General/Prime Contractor: Enter Name Here

The undersigned, as a Contractor(s) or Subcontractor(s) on the Enter Project Name Here Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement (PLA), a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to; evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said PLA.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Date: Choose Date	Company Name: Enter Company Name Here
Prime/General Contractor: <input type="checkbox"/>	Name and Title: Enter Name and Title Here
Subcontractor: <input type="checkbox"/>	Business Address: Enter Business Address Here
<input type="checkbox"/> Tier 1: Subcontractor to Name	Telephone Number: Enter Number Here Choose a Type
<input type="checkbox"/> Tier 2: Subcontractor to Name	
<input type="checkbox"/> Tier 3: Subcontractor to Name	
<input type="checkbox"/> Tier 4: Subcontractor to Name	

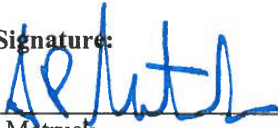
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(Typed Name May Substitute for Signature)

Prefabrication Side Letter
Project
Project Labor Agreement

On-site fabrication and installation of components that are traditionally the work of members of the various building trades Unions signatory to this Agreement will continue to be recognized as such. If done off-site, it is the Parties' intent that such fabrication will be performed whenever possible by fabricators located in the Puget Sound area who pay their employees not less than the current King, Snohomish or Pierce County Washington prevailing wage for the appropriate classification.

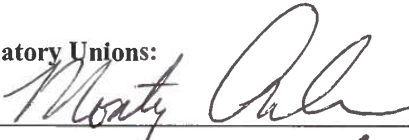
The Unions, signatory to this Agreement, recognize that the timely completion of this Project is vital to the Port of Seattle and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Union(s) affected agree to meet and confer with the Contractor to discuss the reasonable needs of the Project. The Contractor and the Union(s) affected agree to discuss any other circumstances affecting off-site fabrication contracting purchases, and any reasons making it necessary to depart from the intention set forth above. The Union(s) affected agree to install on-site any components fabricated pursuant to the terms of this letter without limitation. The Parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Date and Signature:



Stephen P. Metruck
Executive Director
Port of Seattle

Signatory Unions:



Seattle Building Trades 1-24-19



Project Labor Agreement

Letter of Understanding
Between
Teamsters Local Union No. 174
And
The Port of Seattle for
Project Labor Agreement

Whereas: The work of truck drivers is unique in the execution of the Project Labor Agreements (PLA) in that much of the work is performed off site, and;

Whereas: It is the intent of the Parties through this LOU to address owner operators performing truck driving work in the execution and within the scope of this PLA:

Therefore: It is agreed that classifications of work performed by truck drivers that are within the jurisdiction of Teamsters Local Union No. 174 ("Local 174") and performed in the execution and within the scope of this PLA, is to be paid the current prevailing wage subject to the following additions and stipulations:

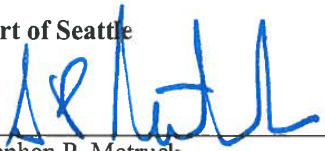
1. Article 2, applies with full force and effect to all Contractors and Subcontractors of whatever tier who have been awarded contracts related to the work of truck drivers that is performed in the execution and within the scope of this PLA. Thus, all such Contractors and Subcontractors must, among other things, comply with the requirement set forth in Article 16, Section 1, 2, 3 and 4, all truck drivers who perform work within the scope of this PLA shall be dispatched by Teamsters Local 174, except insofar as limited by the other provisions of Article 16.
2. The term "employee," as used in Article 16, is defined for the purposes of this Letter of Understanding to include any person who is performing the work of a truck driver in the execution and within the scope of this Project, unless modified by the terms of this LOU.
3. At the request of any Contractor or Subcontractor, that Contractor or Subcontractor may choose to utilize as persons performing the work of truck drivers on this Project persons who are already in possession of or who wish to provide their own vehicles (hereafter, "owner-operators"). Use of owner-operators is governed by the following rules:
 - 3.1. Pursuant to the requirements of Article 16, Section 1, 2, 3 and 4, owner-operators working on the Project must be dispatched by Teamsters Local 174.
 - 3.2. Owner-operators will receive a compensation package equivalent to the prevailing wage that is applicable to all other employees who are dispatched by Local 174 to the Contractor or Subcontractor regardless of tier. Owner-operators will also be reimbursed at the rates established by Local 174 and approved by the Port for the use of owner-operator vehicles

Project Labor Agreement

such rates shall be based on and shall not exceed the area standard for fair market value for the use of the equipment.

- 3.3. For the purposes of this Letter of Understanding, an owner-operator is defined by WAC 296-127-026.
4. For the purpose of clarification of this document, if an Owner Operator should expand his/her business opportunities and acquire employees working on the Project, apprenticeship goals contained in the PLA will apply.

Port of Seattle



Stephen P. Metruck
Executive Director
Port of Seattle

Date

2/7/2019

Teamsters Local 174



Rick Hicks
Secretary-Treasurer

Date

Jan 24, 2019

Letter of Understanding
Between
Seattle Building and Construction Trades Council
Northwest Construction Alliance II
And
The Port of Seattle

Priority Hire/Dispatch

This Letter of Understanding seeks to support dispatch of workers to achieve the obligations and aspirational goals set forth pursuant to Port of Seattle Resolution No. 3736 dated November 28, 2017, which directs development of a Priority Hire program through an agreement executed between the Port of Seattle and Seattle King County Building and Construction Trades Council and Northwest Construction Alliance II. The Priority Hire LOU will be applied to projects the Port may select. Resolution No. 3736 is incorporated herein and attached as Exhibit A. The purpose of Resolution No. 3736 is to provide good family wage jobs to qualified construction workers from Economically Distressed Areas of King County by increasing access to Port of Seattle Projects for those workers.

The signatories to the PLA recognize that public agencies are working together as regional partners to better understand the workforce demand-supply gap for regional public infrastructure projects; to enhance access opportunities and to increase the diversity of pre-apprentices, apprentices and journey-level workers entering into the trades workforce; to support retention programs for current trades workers; and to improve performance data and systems of reporting for monitoring regional goals and initiatives.

The Designee will set a requirement for this project that directs the Prime Contractor to utilize workers from economically distressed ZIP codes for a specified share of total hours worked on the project by apprentices and journey-level workers. It is agreed that classifications of work performed under the selected PLA projects will be subject to the following additions and stipulations:

Section 1. PLA signatories shall make all reasonable efforts to comply with priority hire requirements and goals as memorialized in Port of Seattle Resolution No. 3736 dated November 28, 2017, as practicable given the needs of the work to be performed.

Section 2. The Port Designee will set a requirement for this project that directs the Prime Contractor to utilize workers from an Economically Distressed area (“Priority Workers”) for a specified share of total hours worked on the project by apprentices and journey-level workers. Workers that qualify towards those requirements shall be identified as “Priority Worker(s).” A Priority Worker is defined in Port of Seattle Resolution No. 3736 dated November 28, 2017, as an individual prioritized for recruitment, training and employment opportunities because the individual is a resident of an Economically Distressed Area.

Project Labor Agreement

Section 3. Contractors shall request and Unions shall dispatch Priority Workers who are residents of an Economically Distressed Area as defined by King County’s Finance and Business Operations Division and published at <https://www.kingcounty.gov/council/news/2018/March/03-05-hiring.aspx> .

Section 4. Labor hours performed by workers living outside of Washington will be excluded from priority worker calculations that the Port performs when calculating whether required percentages of total Priority Worker hours were achieved.

Section 5. If Priority Hire requirements are not met, the Port will notify contractors and unions and request both to describe what measures may be taken to improve outcomes.

The Parties will make every effort to keep an open channel of communication to ensure that both parties are fully informed of the facts affecting the substance of this letter.

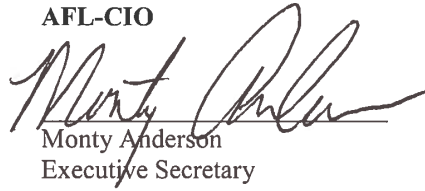
Port of Seattle



Stephen P. Metruck
Executive Director
Port of Seattle

Date 5/21/2019

Seattle/King County Building & Construction Trades Council, AFL-CIO



Monty Anderson
Executive Secretary

Date _____

Northwest Construction Alliance II

Signature:  _____
Dan Hutchins
Contract Administrator

EXHIBIT H
INCLUSION PLAN

WMBE Inclusion Plan Information Sheet

What is the Diversity in Contracting program?

The Diversity in Contracting Program intends to ensure that all business owners around the region have an equitable opportunity to provide goods and service to the Port of Seattle. The Port of Seattle's commitment is to:

- Triple the number of women and minority owned (WMBE) firms that contract with the Port
- Increase the percentage of dollars spent on WMBE contracts to 15 percent within five years of program implementation

What is an Inclusion Plan?

Inclusion Plans are detailed descriptions of the strategies and actions a prime contractor will make to fairly and equitably outreach, support, and contract with WMBE firms. The Port of Seattle considers the following elements to be critical to a fully formed Inclusion Plan:

- **Outreach and selection** — the approaches and methods the firm will take to identify, equitably evaluate and select WMBE firms.
- **Business development and support** — the mentoring, training, or capacity building opportunities available to WMBE firms participating in the project.
- **Goal monitoring** — the methods and tools the contractor will use to evaluate and report their own effectiveness implementing the WMBE utilization.
- **Payment** — the process for ensuring prompt payment to all subconsultants or subcontractors.
- **Dispute resolution** — the process of appeal or reconsideration in the event a dispute arises with a subconsultant or subcontractor.
- **Goal rationale** (only if applicable) — if commitment is less than the aspirational goal for the solicitation, a rationale must be submitted. Document your efforts to meet the goal and provide a evidenced based rationale.

Who is responsible for the Inclusion Plan?

The Port of Seattle wants our consultants and partners to be successful, and while we are in it together, the Prime is responsible for implementing and monitoring the plan. Prime Consultants should choose an individual with responsibilities that are already in alignment with reaching out to find and retain sub- contractors. This individual should be considered a key member of the project team. Some Prime Consultants choose to hire an outside firm to lead the inclusion efforts. If that is the case for your company, it is important to ensure the organization has experience supporting WMBE firms.

Inclusion Plan Writing Tips:

The questions presented must be answered and submitted as part of your Inclusion Plan. The following tips will help you write your plan:

- Responses should articulate methods that demonstrates an affirmative effort was made to maximize WMBE participation.
- Responses should be clear, concise, specific and within the word limit or page count.
- When discussing prior WMBE efforts, articulate the results where possible.
- Think about a back-up plan. What adjustments could you make if the contract goals are not being met?
- Work with your team to ensure you can articulate your internal processes, such as payment, dispute resolution, or appeals processes, accurately.

Instructions

Please enable macros when opening the workbook. First, information about the solicitation and prime should be entered on Summary and detail sheets. Subs may be added to using the "Add Sub" button on the summary sheet. This will create additional detail sheets as needed. See additional guidance below.

Guidance for Summary Page

Solicitation Information Section	Enter solicitation number, title and contract value as shown in solicitation document.
Company Information and Diversity in Contracting Section	Enter Prime company name, along with scope of work and % of work information. If subs will be used, use the button to create additional rows and detail sheets. Please note that the section in green is automatically calculated.

Guidance for Each Field of Detail Sheet

Basic Information

Company Name	Enter the company name as it appears on the UBI registrarion for Washington, omitting any special characters.
Federal Tax ID	Please enter federal tax ID. If buisness is sole propritorship that uses an SSN as the tax id, please enter the abbreviation "SSN" and do not enter the actual SSN.
UBI	The Unified Business Identifier is issued by the Washington State Department of Revenue. Companies that do buisness in Washington should have a UBI number whether or not they are located in Washington State.

Scope of Work

Description:	Enter a brief description of the type of work the company will perform.
% of Work:	Enter an estimate of the percentage of work the company will perform, as calculated relative to the total dollar value of the project. (For example, if the total value of the work is expected to be \$100,000 and the company is expected to perform \$10,000, then the total cost is 10%.
NAICS Code:	The North American Industrial Classification System (NAICS) is used to classify businesses according to the types of work they perform. If the company already knows the appropriate NAICS code, they may enter it directly. If the appropriate NAICS code has not been determined, the company can use the lookup tool provided to find the appropriate code. A link to more information on the NAICS system can be found in the reference section below.
SBA Size Standard:	The US Small Business Administration (SBA) uses the NAICS system to determine appropriate size standards for businesses. For reference purposes, the size standard that corresponds to the NAICS code is displayed. For more information about the SBA size standards, please see the reference section.

Small Business Status

Small Business Status:	Each company should indicate whether they are a certified small business, a self-declared small business, or not a small business. For details about these classifications, see the definitions section below.
Certifying Agency:	Enter the agency or organization that provided certification. If a firm has multiple certifications, they should enter one in this section and the remainder in the "Other Business Certifications" section.
Certifying Number:	Enter the certification number.
King Co. SCS:	The Small Contractors and Suppliers program is administered by King County. Companies should indicate whether they are certified or not certified by the program. Information, including how to apply for the certification, can be accessed using the link in the reference section below.
Certification Number:	Enter the certification number for SCS.

Ownership Credentials

Certification Types:	Please see definition section below.
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Certifying Agency:	For each certification, select whether the certifying agency is OMWBE - Washington State, Other Public Agency, or Third-Party (ex: WBENC or NMBC). If Other Public Agency or Third-Party is selected, the specific agency should be identified in the comments.
Certifying Number:	Enter the certification number.
Expiration Date:	If known, please enter the current expiration date.
Other Business Certifications:	Enter information for additional certifications related the ownership or size of business.

Additional Information	
Ethnicity:	For businesses with ownership credentials, enter the ethnicity of the primary business owner. If the business has owners with different ethnicities, please choose "Prefer to self-describe" to elaborate.
Gender:	For businesses with ownership credentials, enter the gender of the primary business owner. If the business has owners with different genders, please choose "Prefer to self-describe" to elaborate.

Definitions

CBE	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.
Certified	Status that indicates a business has met the requirements of a third-party program, which will provide verification of the business's compliance with their standards. For example, the OMWBE provides certifications for MBE, WBE, DBE, MWBE, CBE, and SBE programs.
DBE	Federal Certified Disadvantaged Business Enterprise – Federal Program designed for business owners deemed “socially and economically disadvantaged”. To achieve DBE status a business: Must be an existing “for-profit” business that is currently operational.
LGBTQBE	LGBTQ Business Enterprise (LGBTQBE) is a business that is at least 51% owned and controlled by one or more individuals who identify as LGBTQ.
MBE	Minority Business Enterprise (MBE) means 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.
MWBE	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.
OMWBE	Washington State Office of Minority and Women’s Business Enterprises, which is the certifying agency recognized by Port of Seattle for WMBE certifications.
SBE	Small Business Enterprise (SBE) means 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.
SCS	Small Contractors and Suppliers program that is administered by King County, in collaboration with Port of Seattle, Sound Transit, and Seattle Colleges.
Self-Declared	Status that indicates a business is asserting that they meet the applicable definition but have not been formally certified by a third party. For example, if a business is a sole-proprietorship that is owned by a woman, that business could be classified as a self-declared WBE.
UBI	Unified Business Identifier, a 9-digit number issued to individuals and companies doing business in the State of Washington.
VOB	Veteran or Service member Owned Business (VOB) means a business that is at least 51percent (51%) owned and controlled by a veteran or service member.
WBE	Women Business Enterprise (WBE) is a business that is at least 51 percent (51%) owned and controlled by women.

References

King Co SCS	https://blue.kingcounty.gov/Exec/ContractReporting/Public/SCS/default.aspx
NAICS	https://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2017
US SBA Size Standards	https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards/table-small-business-size-standards

Washington State OMWBE	https://omwbe.wa.gov/
Washington State UBI Lookup	https://secure.dor.wa.gov/gteunauth/ /
Troubleshooting	
If you encounter issues with this form, please reach out to the Contract Administrator designated in the solicitation.	

Port of Seattle Solicitation Information

Legend: Proposer enters information Name of Field Automatically Generated/Calculated Field

Solicitation Title:	
Contract(s) Value:	

Summary of Company Information and Diversity in Contracting

Instructions: The areas in green automatically calculate based on the values entered in the detail sheet for each company. If the calculations seem incorrect to you, please return to the individual detail sheet to make changes there. Please note that rows cannot be deleted once added. For unneeded rows, the % of work column can be set to 0 and a note added to the scope of work.

Companies

	Company Name	Scope of Work	% of Work	Small & Diverse Business Credentials									Est. Dollar Value	
				DBE	CBE	MBE	WBE	MWBE	VOB	LGQTQBE	SBE	SCS		
Prime														\$0

0%

Number of Firms													
Participation %													
Est. Dollar Value of Participation													

Prime WMBE Participation	0%
Subcontractor WMBE	0%
Total WMBE Participation	0%

Company Information

Legend: Required Field Name of Field

Prime

Company Name:	
Federal Tax ID:	
UBI:	

Location			
Street Address:			
City:	State:	Zip:	

Main Contact	
First Name:	Last Name:
Email:	
Phone:	

Type of Business:
If known, enter NAICS code below, or use the lookup tool to find the most applicable code.
NAICS Code:
NAICS Lookup Tool--Select from each list below:
1. Sector:
2. Subsector:
3. Industry:
SBA Size Standard:

Small Business Status:
What is the firm's small business status?
Certifying Agency:
Certifying Agency (if not OMWBE):
Certification Number:
King Co. SCS:
Certification Number:

Ownership Credentials					
Type	Applicable?	Certifying Agency Type	Certification No.	Exp. Date	Certifying Agency (if not OMWBE)
MBE					
WBE					
MWBE					
DBE					
CBE					
LGBTQBE					
Veteran					

Other Business Certifications				
Type	Certifying Agency Type	Certification No.	Exp. Date	Certifying Agency (if not OMWBE)

Additional Information - If any certifications are entered above, please complete this section.

Ethnicity (select from drop-down to the right):
<i>If multi-racial is selected, more info can be provided.</i>
<i>Prefer to Self-Describe:</i>

Gender (select from drop-down to the right):
<i>Prefer to Self-Describe:</i>

EXHIBIT I

ANTICIPATED EMPLOYEES SPREADSHEET

ANTICIPATED VESSEL PROJECTIONS SPREADSHEET

ANTICIPATED BUILDINGS AND USES PROJECTIONS SPREADSHEET

Port of Seattle Cruise Terminal

For Submittal Document #13- Anticipated Employees

	<u>Number of Employees</u>	
	Cruise -season	Off-season
Use 1		
Use 2		
Use 3		
Use 4		
Use 5		
Use 6		
TOTAL	0	0

Use Definitions (include if the use is Year-round, Cruise-season, Off-season, or Non-cruise Days)

*Define use as those listed in Seattle Municipal Code

- Use 1:
- Use 2:
- Use 3:
- Use 4:
- Use 5:
- Use 6:
- Use 7:
- Use 8:

Port of Seattle Cruise Terminal

For Submittal Document #13- Anticipated Vessel Projections

	calls/yr 2023	ship size (PAX) 2023	calls/yr 2024	ship size (PAX) 2024	calls/yr 2025	ship size (PAX) 2025	calls/yr 2026	ship size (PAX) 2026	calls/yr 2027	ship size (PAX) 2027	calls/yr 2028	ship size (PAX) 2028	calls/yr 2029	ship size (PAX) 2029	calls/yr 2030	ship size (PAX) 2030	calls/yr 2031	ship size (PAX) 2031	calls/yr 2032	
Friday																				
Saturday																				
Sunday																				
weekday 1																				
weekday 2																				
weekday 3																				
weekday 4																				
TOTAL/Yr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

For Submittal Document #13- Vessel Projections based on Maximum Annual Guarantee

	calls/yr 2023	ship size (PAX) 2023	calls/yr 2024	ship size (PAX) 2024	calls/yr 2025	ship size (PAX) 2025	calls/yr 2026	ship size (PAX) 2026	calls/yr 2027	ship size (PAX) 2027	calls/yr 2028	ship size (PAX) 2028	calls/yr 2029	ship size (PAX) 2029	calls/yr 2030	ship size (PAX) 2030	calls/yr 2031	ship size (PAX) 2031	calls/yr 2032	
Friday																				
Saturday																				
Sunday																				
weekday 1																				
weekday 2																				
weekday 3																				
weekday 4																				
TOTAL/Yr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

For Submittal Document #13- Estimated Monthly Ship Breakdown for year 2043 Anticipated Vessel Projections

	calls/ month for Jan	ship size (PAX) Jan	calls/ month for Feb	ship size (PAX) Feb	calls/ month for Mar	ship size (PAX) Mar	calls/ month for Apr	ship size (PAX) Apr	calls/ month for May	ship size (PAX) May	calls/ month for Jun	ship size (PAX) Jun	calls/ month for Jul	ship size (PAX) Jul	calls/ month for Aug	ship size (PAX) Aug	calls/ month for Sep	ship size (PAX) Sep	calls/ month for Oct	
Friday																				
Saturday																				
Sunday																				
weekday 1																				
weekday 2																				
weekday 3																				
weekday 4																				
TOTAL/Yr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ship size (PAX) 2032	calls/yr 2033	ship size (PAX) 2033	calls/yr 2034	ship size (PAX) 2034	calls/yr 2035	ship size (PAX) 2035	calls/yr 2036	ship size (PAX) 2036	calls/yr 2037	ship size (PAX) 2037	calls/yr 2038	ship size (PAX) 2038	calls/yr 2039	ship size (PAX) 2039	calls/yr 2040	ship size (PAX) 2040	calls/yr 2041	ship size (PAX) 2041	calls/yr 2042	

0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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ship size (PAX) Oct	calls/ month for Nov	ship size (PAX) Nov	calls/ month for Dec	ship size (PAX) Dec

0	0	0	0	0
---	---	---	---	---



ship size (PAX)	calls/yr	ship size (PAX)
2042	2043	2043

0	0	0
---	---	---

ship size (PAX)	calls/yr	ship size (PAX)
2042	2043	2043

0	0	0
---	---	---

Port of Seattle Cruise Terminal

For Submittal Document #13- Anticipated Building Projections

	Footprint SQFT	Height FT	Total Size GROSS SQ FT	Use 1	Use 2	Use 3	Use 4	Use 5	Use 6	Use 7	Use 8
				GROSS SQ FT	GROSS SQ FT	GROSS SQ FT	GROSS SQ FT	GROSS SQ FT	GROSS SQ FT	GROSS SQ FT	GROSS SQ FT
Building 1											
Building 2											
Building 3											
Building 4											
Area 1											
Area 2											
Area 3											
TOTAL	0	0	0	0	0	0	0	0	0	0	0

Use Definitions (include if the use is Year-round, Cruise-season, Off-season, or Non-cruise Days)

*Define use as those listed in Seattle Municipal Code

- Use 1:
- Use 2:
- Use 3:
- Use 4:
- Use 5:
- Use 6:
- Use 7:
- Use 8:

Port of Seattle Cruise Terminal					
For Submittal Requirement #5					
Inputs	2020	2021	2022	2023	2023
Sailings/week	0	0	0	0	0
Passengers/Sailing	0	0	0	0	0
Passengers/Year	0	0	0	0	0
Acres under Ground Lease	0	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0	0
Ground Rent/Acre	0	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)	28	0	0	0	0
Proposed fee retained by Partner (1) (2)					

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Cruise Terminal				
For Submittal Requirement #5				
Inputs	2024	2025	2026	
Sailings/week	0	0	0	0
Passengers/Sailing	0	0	0	0
Passengers/Year	0	0	0	0
Acres under Ground Lease	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0
Ground Rent/Acre	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)	0	0	0	0
Proposed fee retained by Partner (1) (2)				

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Cruise Terminal For Submittal Requirement #5		2027	2028	2029	2030
Inputs					
Sailings/week		0	0	0	0
Passengers/Sailing		0	0	0	0
Passengers/Year		0	0	0	0
Acres under Ground Lease		0	0	0	0
Proposed Annual Ground Rent		0	0	0	0
Ground Rent/Acre		0	0	0	0
Minimum Annual Passenger Guaranty		0	0	0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)		0	0	0	0
Proposed fee retained by Partner (1) (2)		0	0	0	0

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Financial Model
Scenario 1

Port of Seattle Cruise Terminal		Forecasted	
For Submittal Requirement #5		2031	2032
Inputs			
Sailings/week		0	0
Passengers/Sailing		0	0
Passengers/Year		0	0
Acres under Ground Lease		0	0
Proposed Annual Ground Rent		0	0
Ground Rent/Acre		0	0
Minimum Annual Passenger Guaranty		0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)		0	0
Proposed fee retained by Partner (1) (2)		0	0

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Cruise Terminal		2033	2034	2035	2036
For Submittal Requirement #5					
Inputs					
Sailings/week		0	0	0	0
Passengers/Sailing		0	0	0	0
Passengers/Year		0	0	0	0
Acres under Ground Lease		0	0	0	0
Proposed Annual Ground Rent		0	0	0	0
Ground Rent/Acre		0	0	0	0
Minimum Annual Passenger Guaranty		0	0	0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)		0	0	0	0
Proposed fee retained by Partner (1) (2)		0	0	0	0

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Financial Model
Scenario 1

Port of Seattle Cruise Terminal		2037	2038
For Submittal Requirement #5			
Inputs			
Sailings/week		0	0
Passengers/Sailing		0	0
Passengers/Year		0	0
Acres under Ground Lease		0	0
Proposed Annual Ground Rent		0	0
Ground Rent/Acre		0	0
Minimum Annual Passenger Guaranty		0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)		0	0
Proposed fee retained by Partner (1) (2)		0	0

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

Port of Seattle Cruise Terminal					
For Submittal Requirement #5					
Inputs	2039	2040	2041	2042	
Sailings/week	0	0	0	0	0
Passengers/Sailing	0	0	0	0	0
Passengers/Year	0	0	0	0	0
Acres under Ground Lease	0	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0	0
Ground Rent/Acre	0	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0	0
Port Tariff bundled fee at proposed growth cap (1) (2) (3)	0	0	0	0	0
Proposed fee retained by Partner (1) (2)					

(1) The fee is collected on both embarking and disembarking passengers

(2) passenger and dockage fee components only, exclude baseline security, fresh water hook-up and fire department fees as well as other tariff fees not included in the bundled fee.

(3) estimated weighted average bundled fee for 2020

EXHIBIT J

CASH FLOW SPREADSHEET

Port of Seattle Cruise Terminal

For Submittal Requirement #5

	2020	2021	2022	2023	2024	2025	2026	2027	2028
Inputs									
Sailings/week	0	0	0	0	0	0	0	0	0
Passengers/Sailing	0	0	0	0	0	0	0	0	0
Passengers/Year	0	0	0	0	0	0	0	0	0
Acres under Ground Lease	0	0	0	0	0	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0	0	0	0	0	0
Ground Rent/Acre	0	0	0	0	0	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0	0	0	0	0	0
Proposed Port Passenger Fee (1)	0	0	0	0	0	0	0	0	0

(1) The fee is collected on both embarking and disembarking passengers

Port of Seattle Financial Model
Scenario 1

7/24/2019

Port of Seattle Cruise

For Submittal Requirement #5

	2029	2030	2031	Forecasted 2032	2033	2034	2035	2036	2037
Inputs									
Sailings/week	0	0	0	0	0	0	0	0	0
Passengers/Sailing	0	0	0	0	0	0	0	0	0
Passengers/Year	0	0	0	0	0	0	0	0	0
Acres under Ground Lease	0	0	0	0	0	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0	0	0	0	0	0
Ground Rent/Acre	0	0	0	0	0	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0	0	0	0	0	0
Proposed Port Passenger Fee (1)	0	0	0	0	0	0	0	0	0

(1) The fee is collected on both embark

Port of Seattle Financial Model
Scenario 1

7/24/2019

Port of Seattle Cruise

For Submittal Requirement #5

	2038	2039	2040	2041	2042
Inputs					
Sailings/week	0	0	0	0	0
Passengers/Sailing	0	0	0	0	0
Passengers/Year	0	0	0	0	0
Acres under Ground Lease	0	0	0	0	0
Proposed Annual Ground Rent	0	0	0	0	0
Ground Rent/Acre	0	0	0	0	0
Minimum Annual Passenger Guaranty	0	0	0	0	0
Proposed Port Passenger Fee (1)	0	0	0	0	0

(1) The fee is collected on both embark

End of Exhibits