

**TENANT REIMBURSEMENT AGREEMENT
SEATTLE – TACOMA INTERNATIONAL AIRPORT**

**PROJECT NAME: TEMPORARY CENTRAL TERMINAL FOOD CARTS AND
SHARED COOKING FACILITY**

THIS TENANT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into this ___ day of _____ 2017 between the PORT OF SEATTLE, a Washington municipal corporation (“Port”) and Ivar’s, Inc., a [TENANT ENTITY] (“Tenant”).

Whereas, the Port and Tenant will entered into a Temporary Food Cart Lease and Concessions Agreement (“Lease”) for space at Seattle-Tacoma International Airport (Airport); and

Whereas, Tenant is currently undertaking a tenant improvement project at the premises it leases under the Lease (Premises); and

Whereas, RCW 14.08.120 provides that the Port may reimburse Airport tenants for tenant improvements to their leased premises, so long as the reimbursement is paid solely out of funds fully collected from Airport tenants; and

Whereas, Port Commission Resolution No. 3605 delegates to the Port’s Chief Executive Officer (“CEO”) the authority to develop procedures for reimbursing tenant improvement costs, and pay such reimbursements; and

Whereas, Resolution No. 3605 further authorizes the CEO to pay for such tenant improvements – in an amount allowed by Resolution 3605 or otherwise approved by the Port Commission – consistent with policies and procedures developed by the CEO for such reimbursement; and

Whereas, Tenant desires to be reimbursed for those eligible portions of its tenant improvement project according to a detailed cost estimate (an “engineer’s estimate”) for the tenant improvement project without regard to Tenant’s actual hard construction costs;

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the meanings specified in this Section, unless otherwise specifically provided. Other terms may be defined in other parts of the Agreement.

1.1. Contractor. “Contractor” shall mean any individual, partnership, firm, corporation, joint venture, or other business entities employed by Tenant in connection with the Project. The term Contractor means and includes the Contractor and all of its representatives.

1.2. Eligible Tenant Improvement. “Eligible Tenant Improvement” shall mean those Tenant Improvements that the Port determines are eligible for reimbursement, as further described in Section 2 of this Agreement.

1.3. Guidelines. “Guidelines” shall mean the Port of Seattle’s Tenant Improvement Procedures and Guidelines, as may be amended by the Port.

1.4. Improvement Reimbursement Letter. “Improvement Reimbursement Letter” shall mean a letter issued by the Port identifying the Eligible Tenant Improvements and the Tenant Reimbursement Amount. The Improvement Reimbursement Letter is attached hereto as Exhibit A and incorporated herein by this reference.

1.5. Legal Requirements. “Legal Requirements” shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements of all federal, state, county, city or other local jurisdiction departments (including the Port), agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Premises, specifically including the rules and regulations promulgated by the Port for general application at the Airport and the Guidelines.

1.6. Port Project Manager. “Port Project Manager” shall mean [PORT PROJECT MANAGER], or such other Project Manager as the Port may designate from time-to-time.

1.7. Port Representative. “Port Representative” shall mean the Scott Van Horn or his/her designee.

1.8. Port Standards. “Port Standards” shall mean the Sea-Tac Rules and Regulations, the Rules for Airport Construction, the Tenant Design and Construction Process Manual, Seattle-Tacoma International Airport Construction General Requirements, the Safety Manual, the CAD Standards Manual, the Port’s mechanical, electrical, water and waste, and industrial waste and storm drainage standards and any other, similar document establishing requirements and/or standards for design and construction at the Airport. These materials are all generally available at <http://www.portseattle.org/Business/Construction-Projects/Airport-Tenants/Pages/Reference-Documents.aspx>.

1.9. Project. “Project” shall mean the project described in Section 2 of this Agreement.

1.10. Project Documents. “Project Documents” shall mean a written scope of work description, the drawings, which graphically represent the Project (or parts thereof) and indicate

the size, form, location, and arrangement of its various elements, and specifications, which set forth the written requirements for administration, materials, equipment, systems, standards, and workmanship, for the Project. The index/table of contents for the Project Documents is attached as Exhibit B.

1.11. Substantial Completion. “Substantial Completion” shall mean the date certified jointly by the Tenant and the Port on which the Project (or specified portion thereof) is substantially complete for final Contractor payment and close out in accordance with Tenant’s contract with the Contractor and applicable Legal Requirements.

1.12. Tenant Improvement. “Tenant Improvement” shall mean those permanent physical tenant improvements that Tenant, subject to the Port’s prior written consent, makes to its current Premises in connection with the Project. Tenant Improvements do not include furniture, fixtures or equipment, except to the extent such furniture, fixtures or equipment have/will become so permanently affixed to and incorporated into the Premises that they have become part of the building of which the Premises are a part.

1.13. Tenant Reimbursement Amount. “Tenant Reimbursement Amount” shall mean the amount the Port determines (in accordance with the terms hereof) it will reimburse to Tenant for the Project as provided in Section 2.2 and Article 4 of this Agreement. The Tenant Reimbursement Amount is identified on Exhibit A.

2. PROJECT

2.1. Description. The tenant improvement project is the Temporary Food Carts and Shared Cooking Facility (the “Project”) for the design, construction, and installation of cooking equipment for a shared cooking facility and temporary food carts in the Central Terminal.

2.2. Project Eligibility. The Port Representative has reviewed the Project Documents that were submitted by Tenant and has issued the Improvement Reimbursement Letter attached as Exhibit A. The Tenant Improvement Reimbursement Letter identifies the Eligible Tenant Improvements and establishes the initial Tenant Reimbursement Amount. The Tenant Reimbursement Amount is detailed on the attachment to Exhibit.

2.3. Approved Project. The Port’s approval of the Project, identification of the Eligible Tenant Improvements and establishment of the Tenant Reimbursement Amount are all predicated on its review of the Project Documents. These Project Documents are specifically incorporated into this Agreement by this reference. Tenant acknowledges that any changes to the Project from that reflected in the Project Documents may affect the Port’s approval, the determination of the Eligible Tenant Improvements and/or the Tenant Reimbursement Amount. Therefore, Tenant shall keep the Port reasonably informed about the progress of the Project and any changes (specifically including clarifications and additional design details developed during construction) thereto as more specifically set forth in Section 3.

2.4. Prevailing Wages. In order for the Tenant to be eligible for and obtain the Tenant Reimbursement Amount, Tenant shall, in connection with the labor associated with the construction of the Eligible Tenant Improvements, comply with all prevailing wage laws in the State of Washington applicable to the Port, as set forth in RCW 39.12 and the regulations thereunder. The Port will provide such assistance as Tenant may reasonably request in complying with this requirement.

2.5. Project Management. Tenant shall utilize an experienced project manager to manage the Project. It is the Port's expectation that the Tenant's project manager will proactively manage the Project to meet all budget and schedule objectives.

3. CONSTRUCTION OF PROJECT

3.1. General. Tenant shall construct the Project in a good and workmanlike manner and in complete conformance with the Port Standards and all Legal Requirements. Without limiting the generality of the foregoing, those Port Standards may require Tenant to submit to the Port construction schedules and submittals, safety plans, O&M manuals, commissioning plans and punch lists.

3.2. Port Approvals. During the course of the Project, Tenant may be required by the Port Standards and/or Legal Requirements to submit certain information to the Port for its review and approval. Tenant shall incorporate any comment or condition of the Port's approval prior to proceeding with the portion of the Project for which the Port provided such comment or condition. Tenant shall not proceed with any portion of the Project for which the Port has notified Tenant of its disapproval. In the event that Tenant fails to incorporate any such comment or condition or proceeds with any work disapproved by the Port, the Port shall specifically have the right to require the removal of the particular portion of the Project (and any other portion dependent thereon) to the extent that the portion violates a Legal Requirement, the Port Standards or, in the Port's reasonable opinion, negatively affects the building or structure of which the Project is a part; otherwise, the Port shall have the right to remove the particular portion from the Eligible Tenant Improvements and Tenant Reimbursement Amount. In that event, Tenant may proceed and assume responsibility for all costs associated with the affected portion of the Project.

3.3. Non-Conforming Construction. The Port has the right to inspect the Project as it progresses through completion and specifically reserves the right to issue notice to Tenant (an "NCR") of any non-conforming construction. Tenant shall resolve any issues identified in an NCR to the Port's reasonable satisfaction. In the event that Tenant fails to resolve such items to the Port's reasonable satisfaction, the Port shall specifically have the right to require the removal of the particular portion of the Project (and any other portion dependent thereon) that is noted in the NCR to the extent that the portion violates a Legal Requirement, the Port Standards or, in the Port's reasonable opinion, negatively affects the building or structure of which the Project is a

part; otherwise, the Port shall have the right to remove the particular portion from the Eligible Tenant Improvements and Tenant Reimbursement Amount.

3.4. Warranties. All contracts that are subject to reimbursement under this Agreement shall contain a provision: (i) that the Port of Seattle is a third-party beneficiary of the agreement, and (ii) that all representations, warranties and guaranties are fully assignable to, and may specifically be enforced by, the Port of Seattle.

3.5. Commissioning, O&M Manuals, Training, and Close Out.

3.5.1. Commissioning: Tenant shall be responsible for commissioning the Project, specifically including the Eligible Tenant Improvements. Tenant shall be responsible for hiring any necessary commissioning agent(s). Commissioning activities shall be performed in a manner consistent with the Port's processes, which are specifically set forth in Section 01810 in Appendix 1 of this Agreement.

3.5.2. O&M Documentation and Training: Tenant shall be responsible to provide detailed operating and maintenance documentation and training for the Project, specifically including the Eligible Tenant Improvements. All such documentation shall be consistent with Section 01780 in Appendix 1 of this Agreement. All training shall be consistent with Section 01820 in Appendix 1 of this Agreement.

3.5.3. Project Close Out: Tenant shall close out the project in a manner consistent with Section 01770 in Appendix 1 of the Agreement. The Port will not release final payment of the Tenant Reimbursement Amount until final operations and maintenance (O&M) manuals are received for all Eligible Tenant Improvements and the Port has received any necessary training as required.

3.5.4. As-built Documents: Tenant shall provide as-built documentation related to the Project in a manner consistent with the Port's processes, which are specifically set forth in Section 01730 of the Seattle-Tacoma International Airport Construction General Requirements, which is part of the Port Standards. The Port will not release final payment of the Tenant Reimbursement Amount until final as-built drawings are received for the Project.

4. REVISED AND FINAL TENANT REIMBURSEMENT AMOUNT

4.1. Fixed Tenant Reimbursement Amount. The Tenant Reimbursement Amount has been established based upon a detailed construction cost estimate prepared by the Port (in the terminology of the Guidelines, an "Engineer's Estimate"). The Tenant Reimbursement Amount specifically includes established amounts to address construction contingencies. Soft costs – like design, project management, construction management and permitting – are calculated as a percentage of the total, estimated construction cost. Except as specifically set forth in Section 4.2, the Tenant Reimbursement Amount is fixed at the amount set forth on Exhibit A and will

not vary based upon Tenant's actual cost of construction. Both parties acknowledge that Tenant's actual costs may be different than those identified in the cost estimate but that the cost estimate is a reasonable forecast of the amount Tenant is likely to spend on the Eligible Tenant Improvements.

4.2. Changes in Tenant Reimbursement Amount. As noted in Section 4.1, the Tenant Reimbursement Amount will not vary based on Tenant's actual cost of construction of the Project or the Eligible Tenant Improvements. Notwithstanding the foregoing, in the event that Tenant encounters any conditions during the course of construction of the Project that are materially different than (i) those represented to Tenant by the Port or (ii) those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Project, Tenant shall immediately notify the Port both orally and in writing so that the Port may make an examination of the alleged condition and determine whether any adjustment to the Tenant Reimbursement Amount may be appropriate. In the event that the Port, in its sole discretion, determines that an adjustment to the Tenant Reimbursement Amount is appropriate, it will issue a revised Improvement Reimbursement Letter and Tenant Reimbursement Amount based on a revised construction cost estimate that takes account of the unforeseen condition(s). Neither the Port Representative nor the Port Project Manager has any authority to authorize reimbursement for any Eligible Tenant Improvement in excess of the Tenant Reimbursement Amount. Considerations beyond the actual conditions encountered by Tenant will affect the Port's determination, which factors include (without limitation) the availability of tenant reimbursement funds and the necessity for Port Commission approval of such additional funds.

5. REIMBURSEMENT PROCESS

5.1. Procedure for Reimbursement. Upon completion of Project construction, Tenant shall submit to the Port Representative reasonable documentation establishing that Tenant has incurred all costs for which reimbursement is sought. At a minimum, Tenant shall provide the Port the documents set forth on Exhibit C. If not previously provided, the invoice shall be accompanied by approved Affidavit(s) of Wages Paid for any Contractor(s) performing work on the Project. The Port Representative and Port Project Manager shall review the documentation and reasonably verify that the particular work for which reimbursement is sought has been performed and is in compliance with all of the requirements of the Guidelines. Following the Port Representative's acceptance of the Project and all close out requirements, the Port shall pay Tenant the Tenant Reimbursement Amount within forty-five (45) days.

5.2. Partial Payments. As an accommodation to Tenant, the Port may – but shall not be required – to make partial payments of the Tenant Reimbursement Amount prior to the completion of the Project. The Port will generally make partial payments only where the Tenant Reimbursement Amount exceeds two hundred thousand dollars (\$200,000) and/or the Project schedule exceeds four (4) months. In the event that the Port authorizes partial payment, Tenant shall submit to the Port invoices that reflect, on a percentage of completion basis, the work

performed on the Eligible Tenant Improvements and the amounts paid for such work. Such invoices may be submitted not more frequently than monthly. The invoices shall be accompanied by approved Statement(s) of Intent to Pay Prevailing Wage for any Contractor(s) for which payment is requested. The Port Representative and Port Project Manager will review the invoice and reasonably verify that the particular work for which reimbursement is sought has been performed and is in compliance with all of the requirements of this Agreement. The Port Representative and Port Project Manager shall make a good faith effort to perform their review and verification promptly to ensure timely reimbursement of the Tenant. The Port will reimburse Tenant within forty-five (45) days of approval by the Port Representative and the Port Project Manager; provided, however, in no event will the Port reimburse more than ninety percent (90%) of the Tenant Reimbursement Amount attached to this Agreement until the requirements of Section 5.1 have been satisfied.

5.3. Port Review. Nothing that the Port may do, or fail to do, as part of its review of any request for reimbursement sought by Tenant shall relieve Tenant of the full responsibility to comply with this Agreement, any other agreement between the parties or any Legal Requirements or Port Standards related to the Project. Tenant shall render such assistance in review and verification as the Port Representative or Port Project Manager may reasonably request.

5.4. Tenant Project Records. With respect to any Eligible Tenant Improvement for which reimbursement is requested by Tenant, Tenant shall keep true and accurate records which shall clearly show all invoices, reimbursement requests, reimbursement payments and relevant supporting documentation. Tenant further agrees to keep or make available electronically or in the Seattle area such records as the Port may reasonably request, relating to the Eligible Tenant Improvements. Such Project records of Tenant shall be open for inspection by authorized representatives of the Port and available at all reasonable appointment times during business hours. Tenant shall retain all of its records related to any Project costs or expense for which reimbursement is sought until the date set forth in Section 5.5 for the commencement by the Port of an audit or such later time as any audit commenced by the Port within such time is completed.

5.5. Audit. The Port shall have the right for up to two (2) years following the date of final reimbursement to Tenant under this Agreement, to authorize one or more audits of Tenant's Project records pertaining to any request for reimbursement under this Agreement. Such audits shall be undertaken by the Port's auditor or a reputable firm of certified public accountants satisfactory to the Port. The cost of such audits shall be borne by the Port, unless the results of such audits reveal an overpayment by the Port of more than five percent (5%) of the total amounts determined by audit to be due under this Agreement for the period of audit. In case of such overpayment, the cost of the audit shall be borne by Tenant. In any event, Tenant shall immediately repay all amounts overpaid together with interest at a rate equal to the prime rate published by Bank of America plus three percent (3%) per annum from the date of overpayment until repaid by Tenant. If circumstances arise whereby Tenant causes the auditor to incur excess

costs, due to lack of timely preparation for the audit or lack of appropriate attention during the course of the audit, the excess costs will be passed on to Tenant. Tenant at its own expense shall supply all record forms in a type, style and form reasonably satisfactory to the Port.

6. TITLE TO IMPROVEMENTS

Consistent with Section OWNERSHIP OF TENANT IMPROVEMENTS SECTION OF LEASE of the Lease, the Port shall own all Tenant Improvements for which reimbursement is made pursuant to this Agreement, and Tenant shall have no interest therein.

7. MISCELLANEOUS

7.1. No Other Agreement. This Agreement sets forth all covenants, promises, agreements, conditions or understandings between the parties concerning the reimbursement of Tenant Improvements for the Project. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as are set forth in this Agreement.

7.2. Modification. No subsequent alteration, amendment, change or addition to this Agreement shall be binding unless reduced to writing and signed by both parties hereto.

7.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington without regard to choice of law principles. In the event that any term, covenant, condition or other provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement shall remain in full force and effect.

7.4. Fair Construction. The parties acknowledge and agree that the language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections nor in any way affect this Agreement.

7.5. Attorneys' Fees. In the event any party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event that suit is brought for the breach of any representation, covenant or condition of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, consultants' or experts' fees, witness fees and other costs and expenses, including any arbitration fees and fees of any arbitrator.

7.6. Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding upon, and shall inure to the benefit of, the parties hereto and the respective successors and assigns.

7.7. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement, nor shall any acts of the Port and Tenant be deemed to create any relationship other than that of landlord and tenant.

7.8. Exhibits. The Exhibits outlined below are attached to this Agreement after the signatures and by this reference are incorporated herein:

- Exhibit A: Improvement Reimbursement Letter, including Eligible Tenant Improvements.
- Exhibit B: Index to approved Project Documents
- Exhibit C: Required Reimbursement Records
- Appendix 1 Section 01200 – Measurement & Payment
Section 01770 – Project Closeout
Section 01780 – Operations & Maintenance Documentation
Section 01810 – Commissioning
Section 01820 – Training

Executed for and on behalf of;

PORT OF SEATTLE

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT A

Improvement Reimbursement Letter

[DATE]

[TENANT CONTACT]
[TENANT NAME]
[TENANT ADDRESS]
[TENANT CITY, STATE, ZIP]

Re: Exhibit A – Improvement Reimbursement Letter for
[PROJECT NAME]

Dear [TENANT CONTACT]:

This letter confirms that the Port has reviewed the Project Documents submitted by [TENANT NAME] for certain tenant improvements to made for space leased under the [LEASE AGREEMENT] dated [LEASE DATE]. Consistent with the terms of the Tenant Reimbursement Agreement (TRA) to which this letter will be attached, the Port has determined that the following tenant improvements are Eligible Tenant Improvements:

- [INSERT LIST OF ELIGIBLE IMPROVEMENTS]

Consistent with a Schedule of Values attached hereto as Attachment A, the Port has determined that the Tenant Reimbursement Amount is [REIMBURSEMENT AMOUNT]. This Tenant Reimbursement Amount has been determined based exclusively on the Project Documents and attached Schedule of Values. Except as provided in Section 4.2 of the Tenant Reimbursement Agreement, this amount is *not* subject to adjustment. Without limiting the generality of the foregoing, it is not subject to adjustment based on your actual construction costs; the Tenant Reimbursement Amount is an amount that the parties both agree is reasonable for the Eligible Tenant Improvements.

If you have any questions concerning any of these matters, please contact [PORT CONTACT] at (206) 787-[XXXX].


Sincerely,

Lance Lyttle
Managing Director, Aviation

Encl.

ATTACHMENT A

– Schedule of Values –

AV/PMG Estimate of Project Cost									
Seattle-Tacoma International Airport									
C800638	WPU00090	Concourse B - ADR Kiosk - Alternative 3							
CIP Program: Terminal and Tenant		Dated: Thursday, November 09, 2017						Estimate Type: ROM	
Estimated Direct Costs	QTY	UM	UP	CAPITAL	EXPENSE	ERL	TOTAL		
Shared Kitchen	900	SF	\$ 351.11	\$ 316,000	\$ -	\$ -	\$ 316,000		
Food Court Kiosk Exhaust	3	EA	\$ 53,333.33	\$ 160,000	\$ -	\$ -	\$ 160,000		
				\$ -	\$ -	\$ -	\$ -		
				\$ -	\$ -	\$ -	\$ -		
				\$ -	\$ -	\$ -	\$ -		
Subtotal Major Construction Direct Costs			\$ 528.89	\$ 476,000	\$ -	\$ -	\$ 476,000		
Design Development Allowance			30.0%	\$ 143,000	\$ -	\$ -	\$ 143,000		
Construction Phasing			5.0%	\$ 31,000	\$ -	\$ -	\$ 31,000		
Escalation @ 5% to beginning of construction			5.8%	\$ 37,000	\$ -	\$ -	\$ 37,000		
<i>Mid-point of Construction Escalation based on 5.0% per Annum, Start Date of 01/02/2019, End Date of 01/02/2019</i>									
Subtotal Construction Direct Costs				\$ 687,000	\$ -	\$ -	\$ 687,000		
GC, Home Office OH, Bond & Profit			26.0%	\$ 179,000	\$ -	\$ -	\$ 179,000		
Market Contingency			15.0%	\$ 130,000	\$ -	\$ -	\$ 130,000		
Estimate of Probable Construction Cost (Est. Bid Amount)				\$ 1,106.67	\$ 996,000	\$ -	\$ 996,000		
Other POS Direct Costs (Includes Construction Contingency)									
Utility Costs (Design, Construction, Permit Fees)				\$ -	\$ -	\$ -	\$ -		
Contingencies									
Construction Contingency			12.5%	\$ 125,000	\$ -	\$ -	\$ 125,000		
Other POS Direct Costs (Excludes Construction Contingency)									
Owner Provided Sealing				\$ -	\$ -	\$ -	\$ -		
Owner Provided Cart				\$ -	\$ -	\$ -	\$ -		
Owner Furnished Material & Equipment				\$ -	\$ -	\$ -	\$ -		
Subtotal				\$ 1,121,000	\$ -	\$ -	\$ 1,121,000		
PCS Costs									
PCS ENV / HAZMAT / RMM				\$ -	\$ -	\$ -	\$ -		
PCS Bid Amount - Boston Barricade				\$ 12,000	\$ -	\$ -	\$ 12,000		
PCS Materials				\$ -	\$ -	\$ -	\$ -		
PCS Equipment				\$ -	\$ -	\$ -	\$ -		
Subtotal PCS Construction Costs				\$ 12,000	\$ -	\$ -	\$ 12,000		
PCS Construction Management				\$ 1,000	\$ -	\$ -	\$ 1,000		
Subtotal Construction Costs w/ ODC's & Contingency				\$ 1,134,000	\$ -	\$ -	\$ 1,134,000		
Washington State Sales Tax (WSST)			10.0%	\$ 112,000	\$ -	\$ -	\$ 112,000		
Other POS Direct Costs (Excludes Sales Tax and Const. Contingency)									
Owner Furnished Equipment (Tax-Exempt)				\$ -	\$ -	\$ -	\$ -		
Maintenance Support				\$ 13,000	\$ -	\$ -	\$ 13,000		
Utility Bills (During Construction Only)				\$ -	\$ -	\$ -	\$ -		
Subtotal Final Construction Cost				\$ 1,259,000	\$ -	\$ -	\$ 1,259,000		
PMG & Other Soft Costs									
Design (DS)									
A/E Design and Construction Support - Consultant			15.0%	\$ 170,000	\$ -	\$ -	\$ 170,000		
Design and Construction Support - In House			0.0%	\$ -	\$ -	\$ -	\$ -		
Project Management (PM)									
Project Mgmt (Des & Constr)			10.0%	\$ 113,000	\$ -	\$ -	\$ 113,000		
Project Mgmt - Consultant			0.0%	\$ -	\$ -	\$ -	\$ -		
Construction Management (CM)									
Construction Management			11.0%	\$ 125,000	\$ -	\$ -	\$ 125,000		
Testing & Inspection			0.8%	\$ 9,000	\$ -	\$ -	\$ 9,000		
Safety			1.0%	\$ 11,000	\$ -	\$ -	\$ 11,000		
Survey			0.0%	\$ -	\$ -	\$ -	\$ -		
Central Procurement Office (CPO)									
Central Procurement Office			4.0%	\$ 45,000	\$ -	\$ -	\$ 45,000		
Administration (AD)									
Airport Directs			1.0%	\$ 11,000	\$ -	\$ -	\$ 11,000		
Environmental & Permitting (EP)									
Environmental Support & Reviews			0.2%	\$ 2,000	\$ -	\$ -	\$ 2,000		
Legal			0.0%	\$ -	\$ -	\$ -	\$ -		
Building Dept / Permitting			0.9%	\$ 10,000	\$ -	\$ -	\$ 10,000		
Subtotal PMG & Other Soft Costs			43.9%	\$ 496,000	\$ -	\$ -	\$ 496,000		
Other Project Costs									
Art Program			0.5%	\$ 7,000	N/A	N/A	\$ 7,000		
Technology Innovation			0.5%	\$ 6,000	N/A	N/A	\$ 6,000		
ICT Systems Components				\$ -	\$ -	\$ -	\$ -		
Project Contingency			5.0%	\$ 88,000	\$ -	\$ -	\$ 88,000		
TOTAL ESTIMATED PROJECT COST				\$ 2,062.22	\$ 1,856,000	\$ -	\$ 1,856,000		

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EXHIBIT B

Index to Approved Project Records

**[INSERT A WRITTEN SCOPE OF WORK AND LIST OF THE PROJECT DOCUMENTS
REVIEWED TO DETERMINE ELIGIBILITY]**

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EXHIBIT C

Required Reimbursement Records

The following list specifies the records necessary for Port processing and reimbursement to the Tenant of the Final Tenant Reimbursement Amount.

1. Approved Statement of Intent to Pay Prevailing Wage for Contractor and each subcontractor performing work on the Project.
2. Approved Affidavit of Wages Paid for Contractor and each subcontractor performing work on the Project.
3. Reasonable documentation establishing that Tenant has incurred all costs for which reimbursement is sought.
4. All commissioning and close-out documentation required by the Port Standards, including (without limitation) final as-built documents and O&M manuals.
5. Proof of payment and release of liens for Contractor and each subcontractor performing work on the Project.

[INSERT ANY OTHER DOCUMENTATION THAT MUST BE SUBMITTED FOR REIMBURSEMENT]