Section 00 70 00 General Provisions must also be updated for each project. Delete this and all orange instruction boxes and fields.

See Heather Munden for template revisions, other than the project updates, to 00 70 00 Document – General Provisions, as these have been preapproved by the FAA.

## SP-00-00- GENERAL

The following supplements shall modify, delete or add to the General Provisions. Where any article, paragraph or subparagraph in the General Provisions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the special provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Provisions is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect. The special provisions referenced within this section are identified with the same number and title used for that topic in the General Provisions.

**SP-10-00 – DEFINITIONS**

*Add the following:*

**10-01.1 Acceptable Worksite:** A work site that 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.

**10-07.1 Air or Aircraft Movement Area (AMA).** The movement area consists of runways, taxiways and other areas of the airport that are used for taxiing or hover taxiing, air taxiing, takeoff and landing of aircraft, exclusive of loading aprons and aircraft parking areas.

**10-07.2 Apron:** That non-movement area prepared for the positioning or parking of aircraft during ground operations not involving landing and takeoff of airplanes. The areas are usually designed according to use, such as terminal, cargo, parking, service hangar, or holding apron. Such terms as “ramp,” “hardstand,” “turnaround,” etc., are synonymous with apron. Other sub-area designations are:

1. Aircraft Parking Positions - used for parking aircraft to enplane and deplane passengers, load or unload cargo.
2. Aircraft Service Area - on or adjacent to an aircraft parking position. They are used by airline personnel and equipment for servicing aircraft and staging of baggage, freight and mail for loading and unloading of aircraft.
3. Service/Fire Lanes - identified rights-of-way on apron designated for aircraft ground service vehicles and fire equipment.
4. Taxi lanes - reserved to provide taxing aircraft with access to and from parking positions.

**10-12 Calendar Day**

*Add the following sentence:*

Where “[d]ay” is referenced with no mention of “business day”, “calendar day”, or “working day”, this shall be equivalent to “[c]alendar [d]ay”.

To be completed by RE.

Physical completion shall occur 30, 60, 90, or 120 days after.

Also ensure Document 00 70 00 General Provisions schedule is also updated.

**10-18 Contract time.**

*Add the following sentences:*

Contract Time is [xxx] days. Therefore, Contractor must achieve Substantial Completion within [xx] days of the Contract Execution Date.

Contractor must attain Physical Completion within [xx] calendar or working days after Substantial Completion.

**10-25 Engineer:**

*Delete and replace with the following:*

**Assistant Director of Engineering, Construction Services:** The authorized representative of the Engineer that supervises the Construction Manager, and administration of the Contract after Contract Execution. The Assistant Director of Engineering, Construction Services will be identified by the Port, in writing, subsequent to Contract Execution Date. The Port may, at its own prerogative, designate a Sr. Construction Manager to represent the Assistant Director of Engineering, Construction Services for the purposes of this Contract.

**Construction Manager**: The authorized representative of the Engineer that holds direct responsibility for the administration of Contract. The Construction Manager is usually assisted by one or more Resident Engineers. The Construction Manager will be identified by the Port, in writing, subsequent to Contract Execution Date. This may include Sr. Construction Manager.

**10-30 Force Account:**

*Delete b.”Owner Force Account”*

**10-36 Notice to Proceed:**

*Delete and replace with the following:*

Written notice issued by the Port that indicates that the Contractor can mobilize on the Project Site and begin all, or a designated part, of the Physical construction Work at the Project site.

**10-42 Plans:**

*Change to* ***10-42 Plans or Contract Drawings***

**10-55 Sponsor:**

*Add the following sentence:*

The Port is sometimes generally referred to as the “Sponsor”.

**10-64 Work:**

*Add the following sentence:*

The Work is sometimes generally referred to as the “Project”.

**10-66.1 Foreign Object Debris (FOD):**

*Add the following sentence:*

Any object capable of being ingested into aircraft engines or penetrating aircraft tires. Examples are knives, forks, spoons, hand tools, bolts, nails, nuts, cable, polyurethane, vehicle parts, sand, gravel, paper, rocks, dirt, cans, glass, wood, et al.

**10-66.2** **Partial Substantial Completion**. The time at which a designated Milestone or part of the Work has progressed to the point where all of the following conditions are met: (a) it is sufficiently complete in accordance with the Contract Documents such that the Port or its tenant has full, unrestricted and permanent occupancy and use of that part of the Work, (b) only minor or incidental physical construction Work (Punchlist) remains to be completed, (c) all systems and parts of the Work are commissioned and functional, (d) utilities are connected and operate normally, (e) Contractor has provided all occupancy permits and easement releases for that part of the Work so designated, (f) Contractor has submitted, and the Port has accepted (or accepted as noted) draft Operating and Maintenance Documentation, (g) Contractor has submitted, and that Port has accepted (or accepted as noted) draft Warranty Documentation and (h) all training required to be provided by Contractor has been satisfactorily completed.

**10-66.3 Jet Blast:** Jet blast is the force of jet exhaust produced by the aircraft engines.

**10-66.4 Low Visibility Operations:** Low Visibility Operations means movement of aircraft for takeoff landing or taxi when the visibility is reported to be less than 1,200 feet Runway Visual Range (RVR).

**10-66.5 Non-Movement Area:** That area of the Airport Operations Area not defined as a movement area and including the exterior of buildings on or adjacent to the non-movement area. Aircraft in motion on these surfaces are not under control of the air traffic control tower.

**10-66.6** **Physical Completion**: The time at which all of the Work has progressed to the point where (a) Contractor has achieved Substantial Completion, (b) the Contractor has completed all items identified on the Punchlist and the Punchlist Backcheck has been completed, (c) the Contractor has submitted and the Port has accepted all required As-Built Documents, (d) the Contractor has fulfilled its obligations associated with any Contractor maintenance period, (e) the Contractor has submitted final Operating and Maintenance Documentation consistent with the accepted draft, (f) the Contractor has submitted final Warranty Documentation consistent with the accepted draft, and (g) the Contractor has completed closeout cleaning and fully and satisfactorily demobilized from the Project Site and any other Port property provided for use under the Contract. Physical Completion does not require completion of the Closeout Administrative Requirements. It is possible, although highly unlikely, for the Contractor to achieve Physical Completion as to a portion, but less than all, of the Work.

**10-66.7** **Substantial Completion**: The time at which all of the Work as a whole has progressed to the point where (a) it is sufficiently complete in accordance with the Contract so that the Port or its tenant has full, unrestricted and permanent occupancy and use of that part of the Work, (b) only minor or incidental physical work (Punchlist) remains to be completed, (c) all systems and parts of the Work are commissioned and functional, (d) utilities are connected and operate normally, (e) Contractor has provided all occupancy permits and easement releases for that part of the Work so designated, (f) Contractor has submitted and the Engineer has accepted (or accepted except as noted) draft Operating and Maintenance Documentation, (g) Contractor has submitted and the Engineer has accepted (or accepted except as noted) draft Warranty Documentation, and (h) all training required to be provided by Contractor has been completed.

**10-66.8 Vehicle Control Line:** A red line bordered on both sides by white lines painted on the ramp parallel to and within 12 feet of the north-south vehicle drive lanes. The vehicle control line is present where movement area surfaces boundary non-movement areas and service roads.

**10-66.9 Punchlist:** A list(s) of the physical construction Work that remain to be completed after the achievement of Substantial Completion or Partial Substantial Completion of the Work which must be satisfactorily completed in order to attain Physical Completion. In addition, the Punchlist may be expanded by the Port for other non-conforming issues as described under Paragraph SP-50-17.C.2.

**10-66.10 Punchlist Backcheck:** The backcheck completed by the Engineer used to verify that the items identified on the Punchlist are complete. Upon acceptance of the Punchlist Backcheck by the Engineer, the Punchlist process is complete.

**10-66.11 Punchlist Inspection:** The inspection undertaken by the Engineer after receipt of the Punchlist from the Contractor.

**SP-30-09****REVIEW OF BID DOCUMENTATION**

*Add the following paragraph:*

1. This Contract requires the escrow of Bid Documentation from the Contractor.
2. Within ten (10) days of execution of the Contract, the Contractor shall meet with the Engineer and the Port Contract Administrator at the CPO Construction Office along with the Bid Documentation. The Contractor shall present the Bid Documentation to the Engineer and the Contract Administrator for a limited review. The intent is not for a detailed review of the Bid Documentation, rather to ensure it contains all relevant information related to the preparation of the Contractors bid. Once reviewed, the Bid Documentation shall be enclosed in a securely sealed package, clearly labeled “Bid Documentation” along with the Contractor’s name, contract number and project title. The Contractor may also provide a lockable box, no wider than 14 inches, no longer than 16 inches, and no taller than 10 inches (so that it will fit in a standard legal size file cabinet), to which the Contractor may hold the key/combination. The Port will place the Bid Documentation inside of a secure file cabinet belonging to the Port. The key to the file cabinet will be held and controlled by the Senior Manager, Public Works Contracting, and access to the Bid Documentation shall be only as provided in this section. The date and time of the meeting shall be coordinated with the Port Contract Administrator. The CPO Construction Office is located at 17900 International Blvd., Suite 400 B, Seattle, WA 98188.

The Engineer shall choose from the following options of Paragraph C (choose subparagraph 1. options) in order to suit the project needs.

1. Subcontractor’s Bid Documentation:
   1. The Port requires escrow of the Bid Documentation from all Subcontractors.

<or>

* 1. The Port requires escrow of the Bid Documentation from all Subcontractors performing at least [5% 10% 15% 20%] of the Contractor’s total Bid amount.
  2. The Contractor shall provide Subcontractor’s Bid Documentation within ten (10) days of executing a Contract with a subcontractor.
  3. The Subcontractor’s Bid Documentation shall be submitted in the same manner as required for the Contractor.

In addition to the Bid Documentation, the Contractor shall provide an affidavit signed under oath by the individual(s) authorized by the Contractor/Subcontractor(s) to execute the respective bid proposal. The affidavit shall list each bid document with sufficient specificity to ensure that all of the Bid Documentation listed in the affidavit has been submitted. The affidavit shall show that the affiant has personally examined the Bid Documentation and that the affidavit lists all of the documents used by the Contractor (or Subcontractor) to determine the bid for this project and that all such Bid Documentation have been enclosed.

## SP-40 scope of work

In general:

the term “[o]mitted items” is equivalent to “[d]eleted work”,

the term “[e]xtra work” is equivalent to “[a]dditional work”, and

the term “[a]ltered quantities” is equivalent to “[c]hanges in quantity of unit prices changes’, and

the term “[s]upplemental [a]greement” is equivalent to “[c]hange [o]rder”.

## SP-40-01 Intent of contract

*Add the following:*

**40-01.1 Partnering.**

1. The Port is committed to the principles of project partnering, which includes collaboration and cooperation to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into Claims or legal actions. The Port and Contractor shall, as they work together on this Project, adhere to this partnering concept.
2. To the extent request by either party, the Port and Contractor will participate in a partnering session promptly as soon as practicable following the notice to proceed or, if the parties are having difficulty in connection with the administration of the Contract and management of Requests for Changes and/or Claims, at that time. The purpose of the workshop(s) shall be:
   1. To establish mutual understanding of partnering concepts;
   2. To develop the mission statement and goals for the Project for all parties;
   3. To develop a process so that critical issues can be quickly resolved;
   4. To review Port processes such as billing procedures, substantiation requirements and audit process; and
   5. For meetings later in the Project, to discuss issues related to potential conflicts and to engage in collaborative problem solving.

The Port will provide facilities for any partnering session. The cost for any outside consultant to lead the partnering session(s) will be subject to reimbursement by the Port; otherwise, each party shall bear its own costs in connection with its participation in any such partnering session.

1. Contractor shall include language from this Paragraph in contracts for Subcontractors who become involved in the performance of the Work.

## SP-40-02 Alteration of work and quantities

*Change title to:*

**40-02 THE PORT MAY MAKE CHANGES**

*Delete and replace with the following:*

1. Without invalidating the Contract and without notice to the Surety, and at any time during the progress of the Work, the Port may by Change Order make changes in the Work, which changes include but are not limited to the following:
   1. Increases or decreases in quantities of Work;
   2. Deletion or alteration of any portion of the Work;
   3. Changes in design or specifications;
   4. Changes in Contract Time; and
   5. Addition of new Work.
2. All such changes in the Work shall be authorized and directed by Change Order. The Change Order shall provide for any increase or decrease in the Contract Time or Contract Sum caused by such change and such increase or decrease may at the Port’s option be stated on a Lump Sum basis, a Not-to-Exceed basis, a Force Account basis or otherwise. The Contract Sum and Contract Time may be changed only by Change Order. If the Contractor fails to fully comply with Section 50-16 (Notice of Event; Request for Change) and this Section, any Request for Change Order or Claim for an increase in the Contract Sum or extension of the Contract Time on account of changes in the Work is waived.
   1. Not-to-Exceed Change Orders are issued on an expedited basis to avoid or minimize impact and delay to the Project, and the precise method (i.e. lump sum, unit price or force account) by which Contractor shall ultimately be compensated for the changes has not been established. Contractor shall nonetheless proceed with the changes and timely respond to any request for proposal concerning the changes from the Port. The method of compensation shall subsequently be memorialized in a reconciling change order.  Until a reconciling change order is executed, Contractor (a) must not exceed the sum set forth in the Not-to-Exceed Change Order when measured on a Force Account basis, and (b) must segregate and track all of its costs associated with this Change Order consistent with the requirements for Work performed on a Force Account Basis per Paragraph 90-05.2.
3. Upon receipt of the Change Order from the Port, the Contractor must proceed with the changed work whether or not Contractor elects to protest the Change Order. In addition, upon receipt of the Change Order, the Contractor has three options as described in greater detail below in Paragraph 40-02.D, E and F: (1) sign and return the Change Order to the Port within no more than seven (7) days; (2) make no response, in which case the Change Order issued by the Port automatically becomes a part of the Contract and a mutually binding obligation of the Parties as of the eighth (8th) day after its receipt by the Contractor; or (3) submit a properly documented Notice of Event in accordance with Section 50-16 in the event Contractor disagrees with any part of the Change Order. Notwithstanding the foregoing, in the event that Contractor is issued a Not-to-Exceed Change Order and Contractor’s sole point of disagreement is the not-to-exceed amount, Contractor shall not be required to submit a Notice of Event in order to document its disagreement with that not-to-exceed amount, it being understood the execution of a Not-to-Exceed Change Order does not represent an affirmation or agreement that the changed Work can necessarily be performed within the Not-to-Exceed amount.
4. If the Contractor agrees to the terms and conditions of the Change Order issued by the Port, including any adjustment in the Contract Time or Contract Sum, the Contractor shall sign and return the Change Order to the Port within seven (7) days of its issuance by the Port. Such Change Order once signed by both the Port and Contractor shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of Schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Change Order.
5. If the Contractor makes no response to the Change Order within seven (7) days after its issuance by the Port, the Change Order automatically becomes part of the Contract as of the eighth (8th) day from its issuance by the Port. Without limiting the foregoing, a Change Order incorporated into the Contract pursuant to this Paragraph 40-02.E shall be full payment and final settlement of all Claims for an extension of Contract Time or adjustment to the Contract Sum, including costs of delay, related to any Work either covered or affected by the Change Order. By not responding to the Change Order, the Contractor waives any additional entitlement and accepts from the Port all of the terms and conditions itemized in the Change Order.
6. If the Contractor disagrees with any part of the Change Order issued by the Port, including the adjustment (if any) to the Contract Sum and the extension (if any) to the Contract Time, the Contractor shall within seven (7) days of its issuance by the Port submit a properly documented Notice of Event in accordance with Paragraph 50-16.C and shall thereafter comply with the applicable provisions of Paragraph 50-16.D. Failure to comply with Paragraph 50-16.C or D shall constitute a waiver by Contractor of any disagreement with the terms or conditions of the Change Order and shall forever bar Contractor from seeking or obtaining any adjustment to the Contract Sum or extension of Contract Time, whether by a Request for Change Order or Claim, related in any way to the Work described in the Change Order.
7. When a Contractor elects to exercise its right to protest the terms of a Change Order within seven (7) days of its issuance as provided for in Paragraph 50-16.G, the Port will – consistent with the requirements of Article 90 related to payment – proceed with payment to the Contractor of the undisputed part of the compensation for the Change Order. Unless otherwise agreed in writing by the Port and the Contractor, the undisputed compensation for the Change Order shall be equal to the sum stated by the Port in the Change Order on a Lump Sum or Not-To-Exceed basis. The Contractor may begin to bill the Port for the undisputed part of the Change Order compensation in the next regular Progress Payment cycle based on the progress of the Work at issue in the Change Order. Provided Contractor has filed a timely and properly documented Notice of Event protesting the remaining parts of the Change Order, Contractor’s receipt of payment on the undisputed compensation for the Change Order shall not constitute a waiver by the Contractor of its rights or remedies to obtain an adjustment to the Contract Sum or an extension of the Contract Time in accordance with Section 50-16 for the disputed part of the Change Order.

**SP-40-03 OMITTED ITEMS**

Delete and refer to SP-40-02

**SP-40-04 EXTRA WORK**

*Delete and refer to SP-40-02*

## SP-50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (rpr)

*Add the following:*

The Assistant Director of Engineering, Construction Services, the Construction Manager, and the Resident Engineer are all authorized to act on behalf of the RPR. The RPR may also employ Inspectors or consultants to assist in the administration and management of the contract. While any such Inspectors or consultants may make recommendations to the RPR, they are not authorized to approve or accept Work, to suspend the work, or to change the Contract Documents. The RPR does not have the authority to accept payments that do not conform to FAA specification requirements.

**SP-50-07 CONSTRUCTION LAYOUT AND STAKES**

*Delete section. Contractor shall follow specification Section 01 71 23.16- Surveying for survey requirements.*

## SP-50-14 Partial acceptance

*Change title to:*

**50-14 Partial Substantial Completion.**

## SP-50-15 final acceptance

*Change title to:*

**50-15 Final acceptance of contract quantities.**

## SP-50-16 claim for adjustment and disputes

*Delete and replace with the following:*

**50-16 Notice of Event; Request for Change.**

1. “Event” shall be defined as: Any act, omission, directive, condition, instruction or determination that the Contractor believes may entitle it to an adjustment in the Contract Time or Contract Sum, including (without limitation): (i) directives by the Engineer, (ii) responses to RFIs, issuance of Construction Bulletins, or comments on Submittals, (iii) acceleration, suspension, delay, or stand-by of the Work, (iv) discovery of conflicts, inconsistencies, omissions, or ambiguities in the Contract Documents, (v) unexpected discovery of hazardous, potentially hazardous, infectious, toxic or dangerous materials, (vi) discovery of any item of potential archeological significance, (vii) “differing site conditions,” including without limitation unidentified or mis-located utilities, (viii) issuance of a Change Order; (ix) performance of Unit Price work quantities below or above the percentages listed in the Contract; (x) rejection of an “Or Equal” request; (xi) failure to issue an authorization for work (i.e. Construction Bulletin or Written Authorization) within the scope of an Allowance, (xii) failure by the Port to cooperate with Contractor to facilitate performance of the Work, and (xiii) any other act or omission by the Port which the Contractor believes may entitle it to additional time or money. An Event is deemed to occur upon the earlier of: (a) the act, omission, directive, condition, instruction, or determination that constitutes the Event or (b) the time the Contractor discovered, or in the exercise of reasonable inquiry, should have discovered the act, omission, directive, condition, instruction or determination that constitutes the Event.
2. General. The Contractor must provide Notice of Event if the Contractor encounters, experiences or suffers any Event that may entitle it to an adjustment of the Contract Sum, an extension of the Contract Time or any other relief related to this Contract. This Section outlines the two step process (50-16.C and D) the Contractor must comply with in order to preserve and not waive its right to seek an adjustment to the Contract Sum, an extension of Contract Time or any other remedy or relief due to the occurrence of any Event.
3. Notice of Event. The Contractor shall provide the Engineer with a written Notice of Event no later than seven (7) days after the occurrence of the Event giving rise to a potential Request for Change Order, provided, however, that if the Event is an alleged Differing Site Condition or an alleged Impact to Unchanged Work, Contractor shall comply with Paragraphs 50-16.F and 50-16.G, respectively, in addition to the other provisions of this Section 50-16. The Contractor shall include the following information in the Notice of Event:
   1. A description of the Event and when it occurred;
   2. Reasonable order of magnitude estimate of the change to the Contract Sum whether to execute the changed work itself or due to the cost of any Impact to Unchanged Work;
   3. Reasonable order of magnitude estimate of the impact to the Contract Time; and
   4. Grounds demonstrating why the Event is the Port’s responsibility, including any applicable Contract provisions.

In the event that Contractor is submitting a Notice of Event claimed by any Subcontractor, Sub-subcontractor, or Supplier, Contractor shall specifically review the Notice of Event provided by the Subcontractor, Sub-subcontractor, or Supplier to ensure that it fully complies with the requirements of this Paragraph.

1. Request for Change Order. Within thirty (30) days after the Event giving rise to the Notice of Event, unless the Engineer issues written notice authorizing the Contractor additional time to submit the Request for Change Order, the Contractor shall provide, in writing, a detailed Request for Change Order. The Request for a Change Order shall include:
   1. A full discussion of the circumstances which caused the Event, including names of persons involved, time, duration and nature of the Work involved, and review of the Contract Documents to support the Request for Change Order;
   2. A Time Impact Analysis (TIA) of the Schedule showing the change or disruption if the Contractor is asserting a Schedule change or disruption;
   3. Specific dollar amount covering all costs, direct and indirect (including costs due to any Impact to Unchanged Work) associated with the Request for Change Order calculated in accordance with Section 90-05.1 (COMPENSATION FOR CHANGES); and
   4. All documentation supporting the Request for a Change Order, including but not limited to all cost records.

In the event that Contractor is submitting a Request for Change claimed by any Subcontractor, Sub-subcontractor, or Supplier, Contractor shall specifically review the Request for Change provided by the Subcontractor, Sub-Subcontractor, or Supplier to ensure that it fully complies with the requirements of this Paragraph. This review shall specifically include, but not be limited to, the appropriate calculation of markups as the same may be allowed by Section 90-05.1 (COMPENSATION FOR CHANGES) and Section 90-05.2 (PAYMENT FOR WORK DONE ON A FORCE ACCOUNT BASIS) and the inclusion of all required supporting documentation.

1. Port’s Response to Contractor’s Request for Change Order. The Port will make a written determination with respect to the Contractor’s Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs:
   1. The Port may request additional information and specify a time period for receipt of the information. The Contractor shall comply with the Port’s request for additional information.
   2. The Port may inform the Contractor that additional time is needed to review the Contractor’s Request for Change Order and identify a date certain when a decision will be rendered.
   3. If the Port requests additional information, the Port will make a written determination within thirty (30) days receipt of Contractor’s additional information.

If the Port does not make a determination within the applicable time period (as the same may be extended), the Request For Change Order is deemed denied.

1. Differing Site Condition. If the Contractor encounters (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents and, when considered in context (specifically including the lapse of time and any subsequent activity), the Reference Documents or (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract, the Contractor shall provide the Port oral or written notice promptly (and in no event more than 24 hours after discovery) and before the conditions are disturbed (for convenience in this paragraph, the “Initial Notice”). This deadline for the submission of this Initial Notice related to an alleged Differing Site Condition is in addition to (and not in lieu of) the seven (7) day deadline described in Paragraph 50-16.C. If such Initial Notice of Event is not given prior to the condition being disturbed (or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Sum), or such condition is disturbed before the Port directs the Contractor to proceed with the Work despite the condition, the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time (including labor, material and equipment) incurred because of such condition. The Initial Notice of Event may be provided by email.
   1. After submission of the Initial Notice, the Contractor shall thereafter comply with the Request for Change Order process described in Paragraph 50-16.C and D. After receipt of the Request for Change Order, the Port will respond in accordance with the time limits set forth in Paragraph 50-16.E. If the Port and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by both parties.
   2. If all or part of Contractor’s Request for Change is denied or deemed denied, but the Contractor believes it does have merit, the Contractor must submit a Claim in accordance with Section 50-16.1 (CLAIMS) if it wishes to preserve its right to seek any adjustment to the Contract Sum or Contract Time.
2. Impact to Unchanged Work. If the Contractor encounters an Event that has the potential or actual ability to cause an Impact to Unchanged Work, the Contractor shall (in addition to providing the Notice of Event under Paragraph 50-16.C and the Request for Change Order under 50-16.D) comply with the terms of this Paragraph 50-16.G.
   1. In the event the Contractor cannot (in spite of reasonable best efforts) accurately quantify the cost of an Impact to Unchanged Work within the time periods prescribed for the Notice of Event or the Request for Change, the Contractor shall provide the Port (as detailed below) with an effective opportunity to mitigate the costs of the alleged Impact to Unchanged Work whether through acceleration, deletion of the changed Work or otherwise.
   2. In order to provide the Port with such opportunity, the Contractor shall first provide the Port a detailed written evaluation of how the Event may cause an Impact to Unchanged Work (with a description of the trades or Work expected to be impacted and the expected date(s) of the impact) and how the Contractor is proactively taking steps to mitigate any such cost or impact. This evaluation and description shall be submitted no later than the deadline for the Request for Change Order under Paragraph 50-16.D.
   3. In addition, if and as soon as the cost incurred by Contractor (or any Subcontractor) due to Impact to Unchanged Work exceeds ten percent (10%) of Contractor’s (or any Subcontractor’s) bid-time estimate of the cost to perform such Work in the absence of the impact (the “unimpacted estimate”), the Contractor shall notify the Port in writing that such unimpacted estimate has been exceeded by such percentage. For clarity, the obligation in this Paragraph 50-16.G. specifically applies to costs incurred by Contractor and each of its Subcontractors; as soon as the cost incurred by Contractor or any of its Subcontractors exceeds ten percent of their respective unimpacted estimate, notice shall be required. This additional notice shall be provided as soon as reasonably possible and in no event more than seven (7) days after the cost incurred exceeds the unimpacted estimate.
   4. If the Contractor fails to provide such written notice of the estimate overrun, the Port’s liability for any Impact to Unchanged Work shall be capped at ten percent (10%) of the unimpacted estimate for the impacted work activity and any costs incurred in excess of this cap are solely at the risk of the Contractor.
3. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial or deemed denial of a Request for Change Order, the Contractor’s sole remedy shall be to file a fully documented Claim in accordance with Section 50-16.1 (CLAIMS).
4. Contractor’s Obligation to Continue to Work. Pending resolution of the Contractor’s Request for Change Order, the Contractor shall continue to perform all Work including, at the written request of the Port the work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
5. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor’s right to receive any extension of the Contract Time, any adjustment to the Contract Sum or any other relief or remedy of any kind as a result of any Event.
6. Any Request for Change Order that is approved by the Port will be incorporated into a Change Order.

**50-16.1 CLAIMS**

1. Time for Filing Claims
   1. The following action is a mandatory condition precedent to filing a Claim under the Contract: a Request for Change Order is denied or deemed denied by the Port.
   2. Unless otherwise agreed in writing by the Engineer, the fully documented Claim shall be received by the Engineer within thirty (30) days after the denial (or the deemed denial) of a Request for Change Order.

Failure to comply with the time requirements set for filing the Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Port’s denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full and final settlement of all costs, damages and Claims related to or arising from the Request for Change Order.

1. Claim Resolution
   1. The parties shall enter into the Claim resolution process in good faith and not use the Claim resolution processes for purposes other than resolving a good faith dispute. At all times during the course of the Claim, the Contractor agrees to continue to perform the Work with due diligence, unless a stop work order has been issued by the Port. Both parties have a duty to take all reasonable steps necessary to mitigate losses resulting from the Claim whether those losses are their own or another party's losses.
   2. Every Claim must be submitted by the Contractor in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
      1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations and items of Work affected by the Claim;
      2. The date on which facts arose which gave rise to the Claim;
      3. The name of each employee of the Port or A/E knowledgeable about the Claim;
      4. The specific provisions of the Contract Documents which support the Claim;
      5. Identification and copies of any documents that support the Claim;
      6. If an extension in the Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor’s analysis of its Schedule to demonstrate the reason for the extension in Contract Time (Time Impact Analysis);
      7. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories composed of labor, material, equipment, job overhead, general and administrative overhead (if any), subcontractor claims and other categories may be specified by the Port, and
      8. A notarized statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data have been incurred, are true and accurate to the best of Contractor’s knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Port is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.
      9. A statement that the Claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor (and Subcontractors and Suppliers of any tier) is entitled.

In the event that the Contractor is submitting a Claim asserted on behalf of Subcontractor, Sub-Subcontractor, or Supplier, Contractor shall specifically review the Claim documentation provided by the Subcontractor, Sub-Subcontractor, or Supplier to ensure that it fully complies with the requirements of this Paragraph.

* 1. The Contractor must demonstrate that an impact has occurred, and it has been hurt due to this impact, through such means as, schedule analysis, cause/effect analysis, impact analysis, etc. and provide documentation that clearly points to the Port as the responsible party for the impact. Use of inefficiency studies, such as Hanna, MCAA, Leonard, and the like, are not sufficient, of and by themselves, to demonstrate or establish entitlement or quantum for a claim, and will not be accepted by the Port as the sole documentation of impact. The Contractor must demonstrate that application of a particular inefficiency study, if used, is appropriate and applicable to the circumstances of their claim (for example, use of MCAA for demolition work may not be applicable).
  2. The Port has the right to recover its analysis/administration cost of processing and evaluating a Claim for that portion of the Claim that is determined, in light of the final resolution, to be unfounded or unsupported. The cost of reimbursement will be the percentage of the original Claim that is determined to be unsupported times the cost of analysis/administration.
  3. Provided the Claim is submitted within the time period identified in Paragraph 50-16.1 and contains the information and documentation required in this Paragraph 50-16.1, the Claim will be reviewed and processed in accordance with Paragraph 50-16.1.B.6.
  4. Dispute Resolution Process

1. Level 1. Within fourteen (14) days of receipt of the Claim by the Port, the Port and Contractor shall establish a schedule for evaluating and resolving the Claim. The first step in this process will be a meeting between the General Manager for the Contractor and the Construction Manager for the Port. At this meeting, the Port and the Contractor shall be jointly briefed by both the Port and Contractor representatives primarily responsible for the preparation of the subject Request for Change Order and its denial by the Port. If the Contractor representative presents significant new information that was not brought to the attention of the Port during the Request for Change Order process, the Port may at its option suspend the Level 1 process and return the matter to the Resident Engineer for consideration. The Port shall have the right to request additional information from the Contractor and its Subcontractors or Suppliers at any time prior to or during the Level 1 meeting. If an adjustment to the meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. Failure to provide requested information will delay the elevation process and will be treated as an admission that supporting documentation does not exist. The Port will issue a Change Order for the resolved portions of the Claim. Following the Level 1 meetings, the Port will issue findings and provide them to the Contractor. If the Contractor does not agree with the findings of the Level 1 process, it must submit a written rebuttal addressing each point of disagreement, and citing the specific documentation supporting its opinion. This rebuttal must be received by the Port within 30 days of the Level 1 findings or the claim will be deemed abandoned. Within 14 days of receipt of the Contractor’s rebuttal, the Port will (i) request a further meeting (ii) issued revised findings or (iii) re-affirm its previous findings. The Contractor may not proceed to the Level 2 process until the Level 1 process has been exhausted.
2. Level 2: If the Level 1 process has been fully exhausted without achieving a mutually acceptable resolution, the Contractor may initiate the Level 2 process. The owner or corporate officer of the Contractor (who did not attend the Level 1 meetings) and the Port’s Assistant Director of Engineering Services, Construction Services shall be jointly briefed by both the Port and Contractor Level 1 representatives on the results of the Level 1 meeting, their respective positions, and remaining areas of disagreement. If the Contractor representative presents significant new information that was not brought to the attention of the Port during the Level 1 process, the Port may at its option suspend the Level 2 process and return the matter to the Construction Manager of the Port for further Level 1 consideration. Otherwise, the Port and Contractor Level 2 representatives shall establish a schedule for attempting to resolve the Claim. The Port shall have the right to request additional information from the Contractor and its Subcontractors and Suppliers at any time prior to or during the Level 2 meeting. If an adjustment to the Level 2 meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. Failure to provide requested information will delay the elevation process and will be treated as an admission that supporting documentation does not exist. The Port will issue a Change Order for the resolved portions of the Claim. The Port will make findings after the Level 2 meetings and provide them to the Contractor. If the Contractor does not agree with the findings of the Level 2 process, it must submit a written rebuttal addressing each point of disagreement, and citing the specific documentation supporting its opinion. This rebuttal must be received by the Port within 30 days of the Level 2 findings or the Claim will be deemed abandoned. Within 14 days of receipt of the Contractor’s rebuttal, the Port will (i) request a further meeting (ii) issued revised findings or (iii) re-affirm its previous findings. The Contractor may not proceed to with the next step of the Claim resolution process unless the Level 2 process has been fully exhausted.
3. Mediation. If the Claim is not resolved in the Level 2 process, the Contractor may bring no claim against the Port in litigation unless the claim is first subject to mediation. In the absence of agreement to the contrary, the mediation shall be conducted before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. The parties shall schedule mediation sessions at the earliest possible date(s), subject to the schedule of the selected (or appointed) mediator. The parties shall cooperate with the mediator and assure timely and full access to such personnel and documents as the mediator may request. The costs of mediation shall be equally divided between the parties.
   1. Exhaustion of Remedies; Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and a lawsuit is served and filed within 180 days of the later of the date of Substantial Completion. This requirement cannot be waived except by an explicit written waiver signed by the Port.

**SP** - **50-17** - **EARLY USE; SUBSTANTIAL COMPLETION; PHYSICAL COMPLETION**

*Add the following:*

1. Early Possession or Use of Partially Completed Work. The Port shall have the right to take early possession or use of Partially Completed Work notwithstanding that the Contractor is not yet required to have Substantially Completed the particular portion of the Work. Indeed, this Contract may specifically contemplate the possession or use of portions of the Work (including certain temporary facilities) before Substantial Completion as part of a contemplated sequencing, phasing, or operations plan. Any such early use or possession by the Port shall not be construed as Substantial Completion, Physical Completion or Final Acceptance of the Work and shall not trigger the commencement of any warranty provisions under this Contract (or as may additionally be provided by manufacturers) unless specifically provided otherwise by the Contract.
   1. If the Port elects to take early use or possession of any Partially Completed Work, the Port will, unless otherwise provided in the Contract Documents, be responsible for costs to operate such Partially Completed Work but only for the period of use. The Port shall not, however, be responsible for the costs to operate any temporary facilities required by the terms of the Contract, even if the Port or its tenants may be said to have the use of or benefit from such temporary facilities.
   2. If the Port elects to take early use or possession of any Partially Completed Work, the Contractor will, unless otherwise provided in the Contract Documents, be responsible for costs to maintain and repair such Partially Completed Work for the period of use; provided, however, that if the Port or a tenant of the Port damages the Partially Completed Work, the Contractor will repair or replace the negatively affected portion at the Port’s cost.
   3. If such early use or possession by the Port increases the cost or delays the completion of remaining portions of the Work for which Contractor seeks payment or additional time, the Contractor shall notify the Port in writing as required by Section 50-16 (Notice of Event; Request for Change). Absolutely no such request will be considered for any use or possession specifically contemplated by the Contract Documents.
2. Punchlist Process. The Punchlist process is split into three distinct steps: (1) Contractor Punchlist, (2) Punchlist Inspection, (3) Punchlist Backcheck.
   1. Contractor Punchlist Development: Upon Substantial Completion of the Work, the Contractor shall prepare a Punchlist of all incomplete or corrective items related to the Work. The Contractor shall complete and correct open items. When the Contractor believes that all of the incomplete or corrective items on the Punchlist are complete, with only minor requirements of the Contract remaining (e.g. final As-Built Documents, landscaping, and minor deficiencies in the Work requiring correction), it shall submit a copy of its Punchlist along with a Request for Punchlist Inspection to the Engineer at least seven (7) days in advance of the date requested for Punchlist Inspection.
   2. Punchlist Inspection: The Engineer will review the Contractor’s Punchlist and the Work to determine the readiness to begin the Punchlist Inspection. If the Contractor Punchlist appears complete, and the Engineer believes that no more than 10% by number of additional items will need to be added to the Punchlist by the Engineer, the Engineer will perform a Punchlist Inspection of the Work, and develop and deliver a consolidated Punchlist to the Contractor for corrections. If the Engineer believes that there is a significant number of incomplete Work items, the Engineer will notify the Contractor in writing that the Contractor is not ready for the Punchlist inspection and provide the reasons. The Contractor shall proceed to complete the items as needed prior to a subsequent request to the Engineer for a Punchlist Inspection. A completed Punchlist Inspection is specifically required for Substantial Completion.
      1. If the Contractor does not expeditiously proceed with correction and completion of items identified in the Punchlist Inspection, the Engineer may, in his/her sole discretion upon three (3) days prior notice to Contractor, delete the uncompleted or uncorrected work from the Contract by Change Order. In such instance, the Port may choose to (1) have the work performed by another contractor with the cost of such work to be deducted from the amount due the Contractor, or (2) issue a deductive Change Order for the uncompleted or uncorrected work. The rights provided the Port under this Paragraph shall not relieve the Contractor of its responsibilities as required under any other provisions of this Contract.
      2. Failure of the Engineer to include items on the Punchlist does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents. The Engineer may revise the Punchlist at any time prior to Physical Completion when items needing completion or correction are discovered.
   3. Punchlist Backcheck: When the Contractor considers work on the Punchlist to be complete, the Contractor shall request that the Engineer schedule and conduct Punchlist Backcheck to complete the Punchlist process. The Contractor shall request the Punchlist Backcheck at least seven (7) days in advance of the date requested for the Punchlist Backcheck. A completed Punchlist Backcheck is specifically required for Physical Completion.
3. Substantial Completion. At the Contractor's request (or as determined by the Port even in the absence of such a request), the Port will conduct the Punchlist Inspection to determine whether the Work is Substantially Complete. The Port will not generally consider a request from the Contractor to consider any portion of the Work for Partial Substantial Completion unless set forth in the Contract Documents. If upon such Punchlist Inspection and review of all required documents, the Port determines that the Contractor has in fact achieved Substantial Completion, the Engineer will issue a formal Notice of Substantial Completion.
   1. After Substantial Completion, the Port will be responsible for the costs to operate, maintain and repair the Work unless it is Non-Conforming Work or otherwise provided in the Contract Documents.
   2. Notwithstanding the foregoing, if Contractor has otherwise attained Substantial Completion except for (i) accepted Operating and Maintenance Documentation for all of the Work, (ii) accepted Warranty Documentation for all of the Work, or (iii) required training for all of the Work, the Port at its sole option may nonetheless declare Substantial Completion and add these tasks, to the extent not yet completed, to the Punchlist. If the Port exercises this option, then:
      1. For purposes of the assessment of any Liquidated Damages tied to Substantial Completion, the Contractor will nonetheless be deemed to have achieved Substantial Completion;
      2. The Contractor will, notwithstanding Subparagraph A.1 above, be responsible to operate, maintain and repair all portions of the Work for which the Contractor has not completed all of these tasks until such time as they are completed to the degree otherwise required for Substantial Completion; and
      3. The warranties for any portion of the Work for which the Contractor has not completed all of these tasks will not commence to run until such time as they are completed to the degree otherwise required for Substantial Completion. This will specifically be reflected in any documentation reflecting the Warranty Start Date.

If Contractor fails or refuses to perform and pay for all such maintenance, operation and repair, the Port may at its option perform or pay for such services, and withhold sums otherwise due Contractor for reimbursement of such costs. The Contract Documents may, in some instances, specifically set forth the expected cost for such services.

D. Physical Completion. At the Contractor's request (or as determined by the Port even in the absence of such a request), the Port will conduct the Punchlist Backcheck to determine whether the Work is Physically Complete. If upon such Punchlist Backcheck and review of all required documents, the Port determines that the Contractor has in fact achieved Physical Completion, the Engineer will issue a formal Notice of Physical Completion.

## SP-70-02 PERMITS, LICENSES, FEES AND NOTICES

*Add the following*

1. Building Permit: Prior to start of construction, a general building, grading, mechanical and plumbing permits will have been obtained and paid for by the Port of Seattle. At the completion of the project, the signed inspection card and building department approved drawings shall be turned over to the Engineer.
   1. The Contractor shall submit to the Aviation Building Department, a completed Contractor’s Written Statement of Responsibility prior to Notice to Proceed, see Attachment B.
2. An NPDES permit has been issued to STIA by the Washington State Department of Ecology. The project and all associated contract work must comply with this permit.
3. The Contractor's Project Manager shall sign and submit Attachment A – Contractor Statement to the Engineer at least two weeks prior to the Contractor’s desired Notice to Proceed date.
4. Contractor Obtained Permits:
5. Electrical permit: An electrical permit is required for some of the work within this contract.
6. Other permits for the project include but may not be limited to the following:

Review tables below to add any additional permits. Delete permits that are not applicable to the project. NOTE: FAA and TSA impacted projects will require signed off permits by the appropriate agencies on the project PRIOR to advertisement.

Other permits for the project include but may not be limited to the following:

|  |  |  |
| --- | --- | --- |
| AVIATION PROJECTS |  |  |
| **Type of Permit** | **Issuing Agency** | **Type of Project** |
| Building Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Mechanical Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Plumbing Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Building Permit | City of SeaTac | Landside |
| Demolition Permit | City of SeaTac | Landside |
| Electrical Permit | Washington State L&I | Infrastructure, T&T |
| Electrical, Mechanical, Plumbing Permits | City of SeaTac | Landside |
| Elevator Permit | Washington State L&I | Infrastructure |
| Modular Building Permit | Washington State L&I | Landside |
| Right-of-Way Haul Permit | City of SeaTac | Landside |
| Right-of-Way Use Permit | City of SeaTac | Landside |
| Sewer Connection Permit | Midway Sewer District | Landside |
| Sewer Connection Permit | Valley View Sewer District | Landside |
| Sign Permit | City of SeaTac | Landside |
| Site Development Permit | City of SeaTac | Landside |
| Water Extension Permit | Highline Water District | Landside |
| Welding and Hot Work Permits | Port of Seattle Fire Department | Landside, Infrastructure, T&T |

|  |  |  |
| --- | --- | --- |
| AVIATION PROJECTS |  |  |
| **Type of Permit** | **Issuing Agency** | **Type of Project** |
| Building Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Mechanical Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Plumbing Permit | Airport Building Department | Landside, Infrastructure, T&T |
| Electrical Permit | Washington State L&I | Infrastructure, T&T |
| Welding and Hot Work Permits | Port of Seattle Fire Department | Landside, Infrastructure, T&T |

1. Licenses
2. The Contractor is responsible for obtaining a Business License from the appropriate jurisdiction in which the Work is being performed.
3. The Contractor and all subcontractors shall provide to the Airport Building Department, their City of SeaTac Business License number as a pre-requisite to a Building Permit being issued.
4. Contractor Notifications
5. The Contractor shall notify the following agencies prior to start of construction:
6. Puget Sound Clean Air Agency
7. State of Washington Department of Labor & Industries
8. Port of Seattle Fire Department on STIA projects
9. If Contractor vehicles are parked within 300 feet of the Air Operations Area (AOA) or any areas around the perimeter of SeaTac Airport, the Contractor must notify the Resident Engineer, who in turn will notify Operations.

## SP-70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS

*Add the following:*

1. Entry Into High Voltage Areas

Work on this project may require entry into manholes or other High Voltage Areas.

1. The Contractor is obligated to identify any other High Voltage areas that may be involved in the project and immediately notify the Engineer if they have not been properly identified. Before entry into a High Voltage work area the Contractor shall notify the Engineer and contact the STIA Electrical Shop, (206) 433-5311, before entering the High Voltage manhole(s) or other area(s).
2. All switching of the High Voltage System shall be approved in advance and coordinated through the Electrical Shop.
3. Requests for assistance by the Electrical Shop shall be made seven (7) days in advance.
4. Whenever electrical work is performed at STIA, including high voltage work, and whether or not work includes entry into manholes or other confined spaces, the Contractor shall comply with all WISHA regulations including, but not limited to: standards for Electrical Workers (WAC 296-45); safety and health standards for Electrical (WAC 296-24, Part L); construction standards for Electrical (WAC 296-155, Part I); Safety Procedures for the control of hazardous energy (lockout/ tagout) (WAC 296-24-110-119, Part A-4); Confined Space Entry (WAC 296-62-Part M); Atmospheres, Ventilation, Emergency Washings (WAC 296-62, Part L); and Flagging and Traffic Control (WAC 296-155-300, Part E and WAC 296-155-305).
5. In the event that the Contractor does not comply with the WISHA regulations, ACCESS WILL BE DENIED and the Port of Seattle Project Manager and Construction Inspector will be notified immediately.

*Add the following:*

1. Entry Into Confined Spaces
2. Work on this project requires entry into confined spaces as defined by 296-809 WAC.
3. The Contractor shall read and follow the requirements of the Port of Seattle’s Confined Space Entry Program.
4. Confined spaces on this project include, but are not limited to, those listed.
5. The Contractor is obligated to identify any other confined spaces that may be involved in the project and immediately notify the Engineer if they have not been properly identified.
6. The Contractor shall provide the Engineer two (2) copies of its Confined Space Entry program, and shall fulfill all requirements as stated in the Port of Seattle’s Confined Space Entry Program, as found in the Capital Improvement Project Safety and Health Manual. In addition, a “Contractor Confined Space Entry Certificate” shall be signed by the contractor and submitted to the Engineer prior to any entry into confined spaces.
7. No work will be allowed to start in a confined space until the required submittals have been made.
8. Should the Contractor employ sub-contractors to work in confined spaces it shall be the contractor’s responsibility to submit the required documentation for each sub-contractor.
9. Delays caused by failure to submit the required documentation will not be considered a reason for extension of contract time.

*Add the following paragraph:*

1. Asbestos Awareness Training
2. Asbestos Awareness Training: All contractor employees, including subcontractors, performing work at SeaTac International Airport (STIA), must receive a minimum of two (2) hours of asbestos awareness, or Class IV asbestos work training, prior to the start of work. This training must be in accordance with WAC 296-62-07722(4) and (5). Class IV asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM. The asbestos awareness course at a minimum contains information on the following: health effects of asbestos, locations of asbestos in the building, recognition of damage and deterioration, and requirements of this standard related to housekeeping and proper response to fiber release episodes. This training must be attended annually. Contractor shall submit copies of training certificates or sign-in sheets for all employees and subcontractors to the Resident Engineer.

*Add the following:*

1. Asbestos Containing Materials (ACM)
   1. Upon encountering or exposing ACM not included in the scope of work, the Contractor shall immediately notify the Engineer and shall not further disturb or manipulate the ACM until and unless given direction by the Engineer.
2. Where in the performance of the work, workers, supervisory personnel, subcontractors, consultants and/or the public (including tenants) may encounter, disturb or otherwise function in the immediate vicinity of any identified asbestos-containing materials, the Contractor shall take appropriate control measures as necessary to protect them from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein and in Section 02 82 13, Asbestos Abatement, and in compliance with the regulations of applicable federal, state and local regulatory agencies.

## SP-70-11 RESPONSILIBILITY FOR DAMAGE CLAIMS

*Delete and replace with the following:*

**SP-70-11 Responsibility for damage claims. Indemnification**

1. In addition to any other duty to defend or indemnify set forth in the Contract, the Contractor shall defend, indemnify and hold harmless the Port and its agents from all liability, claims, damages, losses and expenses, whether direct, indirect or consequential (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of the performance of this Contract, which is caused, or alleged to be caused, in whole or in part, by any breach of Contract or negligent act or omission of the Contractor (which for the purposes of Subparagraphs A and B of this Paragraph only shall include the Contractor and all of its Subcontractors, Sub-subcontractors, Suppliers, agents, any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable); provided, however, that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port or its agents, and (2) the Contractor, it is expressly agreed that the Contractor's obligations of defense and indemnity under this Paragraph shall be effective only to the extent of the Contractor's negligence. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity described in this Paragraph. This Paragraph shall not be construed so as to require the Contractor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port or its agents.
2. In any and all claims against the Port or its agents by any employee of the Contractor, the indemnification obligation of Subparagraph A above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor under applicable workers' or workmen's compensation, benefit, or disability laws (including, but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). The Contractor expressly waives any immunity the Contractor might have had under such laws, and, by agreeing to enter this Contract, acknowledges that the foregoing waiver has been mutually negotiated by the parties.
3. The Contractor shall pay all attorney's fees and expenses incurred by the Port in establishing and enforcing the Port's rights under this Paragraph, whether or not suit was instituted.

## SP-70-13 OPENING SECTIONS OF WORK TO TRAFFIC

*Change “beneficial occupancy” to “Partial Substantial Completion”.*

*Change “PARTIAL ACCEPTANCE” to “Partial Substantial Completion”.*

## SP-70-21 insurance requirements

*Add the following:*

Work with Risk Management for input on each specific project

## CONTRACTOR LIABILITY INSURANCE

* 1. Within ten (10) calendar days after receipt of the Notice of Intent to Award, the Contractor at Contractor’s own expense shall satisfy the insurance required in this section. All insurance is to be kept in force for the life of this Contract and until the work is completed.
  2. Insurance shall be procured from primary and excess insurance carriers, whether admitted or on surplus lines basis, that have a A.M. Best’s rating of no less than ”A Minus FSC VI” or higher. Should a rating of an insurance company fall below an A.M. Best’s rating of ”A Minus FSC VI”, the Contractor shall replace the insurance company with a company that can meet the required rating at its expense.
  3. Within ten (10) days after receipt of the Notice of Intent to Award, the Contractor shall submit to the Port a Certificate of Insurance and all Additional Insured Endorsements (where specified below) and any Waivers of Subrogation (where specified below); and primary and non-contributory endorsements (where specified below) which shows that it has obtained the required coverage(s).
  4. The Port reserves the right to reject any insurance policy or endorsement as to company, form, or substance. Upon rejection, Contractor shall replace with an acceptable policy and/or endorsement form within ten days of notice to Contractor from Port.
  5. The Port’s acceptance of the Contractor’s certificate of insurance and endorsements does not waive the Contractor’s obligation to comply with the insurance requirements of this contract.
  6. Certificates of Insurance shall list each deductible or retention in excess of $25,000 for each line of required insurance coverage.
  7. The required insurance shall cover all of the Contractors’ operations of whatever nature connected in any way with this Contract, including any operations under subcontract. It is the obligation of the Contractor to ensure that all Subcontractors (at whatever level) carry a similar program which provides the identified types of coverage and limits of liability, unless otherwise specifically indicated within these Supplementary Conditions.
  8. Contractor is solely responsible for all deductibles or self-insured retentions under any required policy of insurance, including any deductibles that are triggered by claims that the Port may submit to Contractor’s insurance carrier as an additional insured on any policy. This deductible responsibility extends to deductibles that are owed on any policy of insurance following termination of the Contract if the event or cause of loss occurred during the term of the Contract.
  9. Contractor shall provide evidence of insurance including certificates of insurance, endorsements and waivers, where required, annually up until the Contract is closed out or on a more frequent basis if requested by the Port.
  10. Any insurance deductible or retention that equals or exceeds $1 million is considered a form of self-insurance which requires written approval from the Port. See Section “C” below.
  11. The Port reserves the right to request a copy of Contractor’s and Sub-Contractor’s policies of insurance at any time throughout this project, with thirty days advance written notice to Contractor. Upon such notice and request by the Port, Contractor shall submit electronic copies to the Port along with all applicable endorsements for each policy of insurance requested.
  12. Cancellation/Non-Renewal - Insurance is to remain current throughout the term of the Contract. The Port shall receive documentation annually to include a certificate of insurance and all applicable endorsements to validate the insurance required herein has been purchased and is compliant with the Contract requirements within 10 (ten) days of each insurance renewal. Should any insurance required herein be terminated, cancelled, or not renewed, the Contractor will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal. Allowing the insurance to lapse, or the failure to maintain required insurance is a material breach of this contract.
  13. Contractor may meet required insurance limits for commercial general liability and automobile liability insurance through a combination of primary and umbrella or excess insurance. Excess and coverage insurance must include the specific components of the underlying required coverage identified below. Any insurance the Port carries will apply strictly on an excess and noncontributory basis over any applicable insurance the Contractor carries.
  14. Contractor shall procure and maintain insurance in the following minimum form and limits.

1. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than **$5 million per occurrence**. If the policy contains an annual general aggregate limit, this limit shall be no less than **$X million per year**. The insurance shall cover liability arising from premises, operations, independent Contractors, products completed operations, personal and advertising injury, and liability assumed under an insured contract. The Contractor’s insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured for all work arising out of Contractors Work, including “on-going” and “completed operations” using ISO Endorsement Form CG 20 26 11 85 or an equivalent endorsement approved by the Port.
   * + 1. Completed operations coverage shall continue for **three (3) years** beyond project completion and include the Port as an additional insured. The additional insured coverage shall remain as primary insurance with respect to any other insurance or self-insurance the Port may carry. Evidence of coverage shall be provided by means of a Certificate of Insurance and additional insured endorsement during this time frame.
       2. If the policy contains a general aggregate limit, the policy shall be endorsed such that the limits of insurance that are specified herein shall apply separately to this contract and an appropriate endorsement forwarded to the Port to validate this.
       3. Sub-Contractors performing work at a construction value of $x million or more shall maintain insurance limits of not less than $x million per occurrence.
       4. Sub-Contractors performing work at a construction value of $x million or more but less than $x million shall maintain insurance limits of not less than $x million per occurrence.
       5. Sub-Contractors performing work at a construction value of less than $x million shall maintain insurance limits of not less than $x million per occurrence.
       6. The Port shall be named as an additional insured, by endorsement, for all work performed by Sub-Contractors.
2. Automobile Liability Insurance. Contractor shall provide business automobile insurance for all owned, non-owned, hired, leased, borrowed, or rented vehicles, including trailers, in an amount not less than **$X million per occurrence** for all driving on the ramp of the aircraft non-movement area and **$X million on the movement area** of the air operations area at Seattle-Tacoma International Airport. Minimum limits elsewhere are **$1 million per occurrence** to include all areas outside of the Air Operations Area.
   * + 1. The Port shall be included on the policy form as an insured; or an additional insured endorsement shall be provided.
       2. Where applicable and as required by the Motor Carrier Act of 1980 (which requires evidence of mandatory liability insurance coverage for transportation of hazardous materials), attach a copy of an MCS-90 Endorsement to the commercial auto liability policy for all operations in which the Contractor is to remove and transport any hazardous or other regulated material onto or off the project site.
3. Contractor's Pollution Liability. Contractor shall provide this coverage, with the Port named as an additional insured on the policy, with limits of not less than  
   **$1 million per occurrence**. The coverage shall extend to sudden and accidental incidents, claims, damages, and losses, including defense costs that arise from the operations of the Contractor as it relates to the services to be performed under this contract and that occur on or after the notice to proceed (NTP) and extending to include all claims occurring during the project, including claims from incidents occurring during the project period but reported after project completion, for up to 60 days following the end of the project.
   * + 1. The policy shall cover incidents, claims, damages, and losses, at the project site, including clean-up and remediation as well as third party bodily injury, third party property damage, and clean-up/remediation, both on and off the project site.
       2. The Contractor shall have the discretion to determine which of its sub-contractors, if any, shall purchase this coverage, and to what limit if applicable.
4. Protection and indemnity coverage in the amount of **$X million per occurrence** for all work that the Contractor is to complete in (or on) water to include, such as, but not limited to, dredging, dock improvements, crane work, tower improvements, fender piles, and pile driving; **and** in which the work will utilize floating docks or platforms, skiffs, boats, vessels, or any other equipment that floats.
   * + - 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). Insurance coverage shall provide liability coverage for the vessel owners, and the Port of Seattle as an additional insured, on a scheduled basis for each vessel, platform, skiff, boat, or other watercraft which is to be used in the completion of the project whether or not the vessel, dock/platform, skiff, boat, or watercraft is actually owned by the Contractor.
         2. Liability coverage shall also extend to property such as materials and equipment to be installed into the project should the property be damaged in part or in whole while on board, or during the course of being loaded or unloaded from the vessel.
         3. The Port of Seattle shall be listed as an additional insured on all policies which apply to the vessel(s) used to complete the Work.
   1. Employers Liability Insurance (Washington Stop Gap Liability). The Contractor shall provide Washington State Stop Gap employers’ liability insurance. This shall be in an amount of $1 million per accident and $1 million per disease using ISO CG 04 42 11 03 or equivalent. This coverage may be provided by endorsing the primary commercial general liability policy. An endorsement evidencing this coverage must be submitted to the Port, along with the other insurance documentation.
   2. Self-Insurance - Any Company wishing to use a program of self-insurance to meet any or all of the required pollution liability, general liability and/or automobile liability insurance (excluding Industrial Insurance as defined in Title 51 of the Revised Code of Washington) must receive written approval from the Port during the bidding process and prior to the award of the Contract. If professional liability insurance is required as part of this Contract, a commercial policy must be purchased and self-insurance will not be an option in lieu of a professional liability practice or project specific policy. Self-insurance as applicable to this Contract means that the Contractor is itself or through an owned insurance captive acting as though it were the insurance company providing the liability insurance required under the Contract, including self-insured retentions that exceed $1 million. The Port agrees that it will reasonably consider any request by Contractor to use a program of self-insurance to meet required insurance limits.
5. If Port agrees to Contractor’s self-insurance program, Contractor agrees to waive any subrogation rights it may have against the Port for any and all claims it pays or is required to pay, due to loss or damage resulting from the risks for which Contractor has elected to self-insure.
6. In the event that the Port permits Contractor to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Contractor shall specifically: (i) undertake the defense of any such claim, including a defense of the Port, at Contractor’s sole cost and expense; and (ii) use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Contractor’s to self-insure.
7. To evaluate a Contractor’s program of self-insurance, Contractor during bidding shall disclose to the Port its lines it seeks to use self-insurance, a statement of company net worth, statement of worth from any insurance captives used to fund claims (if applicable), and a general statement that explains how it manages third party claims within the self-insured line of coverage and/or the self-insured retention, including claims from additional insured’s.
   1. Contractor is fully responsible for providing evidence of current compliance with the Revised Code of Washington, Title 51 Industrial Insurance for Contractor and all subcontractors. Contractor shall submit a current worker’s compensation certificate as issued by the Washington Department of Labor and Industries that shows the status of Contractor’s worker compensation account prior to commencing work on any portion of the Contract.
   2. Other Insurance. The insurance required within this Contract may not fully cover the Contractor for any indemnity obligations the Contractor may have to the Port or others. It is Contractor’s obligation to review the scope of the Contract with Contractor’s insurance agent or broker to address coverage needs for Contractor. The Port reserves the right to modify and add insurance requirements if the scope of the Contract changes during the course of construction and/or if the Contract is amended or extended beyond original agreed upon completion date.
   3. The insurance requirements required within this section shall apply to any Subcontracts that the Contractor may enter into for completion of Contract unless otherwise specifically indicated within the insurance requirements.
   4. No Limitation of Liability. The limits of insurance required in this contract or as carried by Contractor shall not limit the liability of Contractor nor relieve Contractor of any obligation hereunder. Any specified limits of insurance shall not be construed as to relieve the Contractor from liability in excess of the limits. The minimum limits indicated below do not indicate that the Port has assessed the risks that may be applicable to the Contractor under this Contract.
   5. Contractor is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement such as from the Federal Employers’ Liability Act, the Jones Act, or the United States Longshore and Harbor Workers Compensation Act. Contractor shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self insurer relative to federal industrial insurance laws.
   6. Waiver of Subrogation. Without affecting any other rights or remedies, Contractor (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 Contractor arising out of or incident to the perils required to be insured against within the Contract. Accordingly, Contractor shall cause each insurance policy required by Contract 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.
   7. If the Contractor is required to make corrections to the Work after the Work has been given Notice of Completion, the Contractor shall obtain at its own expense, prior to the commencement of any corrective work, such insurance coverage as is required by the General Provisions and the Special Provisions of this contract. Coverage shall be maintained until the corrections to the Work have been accepted by the Port.
   8. Safety and Abatement of Fire and Other Hazards. Contractor agrees to evaluate and follow up on all recommendations and requirements of Contractor’s or Port’s insurance company as they pertain to safety and loss control while work is being performed under this contract.

## SP-70-21.1 Port Property Insurance

1. The Port maintains annual property insurance that includes course of construction coverage for projects involving both new and existing assets. Unless otherwise specified in the Supplementary Conditions, this Project is covered under the Port’s property insurance policy in effect on the Bid Opening Date. The Port, the Contractor, and all Subcontractors are covered as insureds under this property insurance policy to the extent of their insurable interest in the property that is part of the Project.
2. This property insurance covers the Port on an “all-risk” basis, subject to the exclusions and other policy provisions set forth in the actual policy. Terms, limits of insurance, exclusions, and covered perils are specifically subject to review and revision during annual renewal, which occurs on or about July 1. The current policy is available for review and examination by the Contractor and other interested parties at the Port of Seattle.
3. Any deductibles and exclusions of the policy that may apply to a given project under construction and for those projects for which the Contractor is considered an “insured” on the policy shall be the responsibility of and for the account of the Contractor. The current deductible for work under construction, defined in the policy as Course of Construction, is $50,000. If the deductible increases at the annual renewal or otherwise during the course of the Project, the Port shall be responsible for the deductible to the extent (but only to the extent) it exceeds this amount.
4. The Contractor may, at its option, elect to purchase additional insurance to cover deductibles, policy exclusions, or non-scheduled projects.
5. The property policy, including course of construction coverage, may change as to coverage, limits, exclusions, which property and projects are scheduled for coverage purposes, and who is defined as an “insured” at any time. If any change occurs during the course of the Project that will negatively modify or limit the coverage otherwise available to Contractor on the Bid Opening Date, the Port shall promptly, and in no event more than ten (10) days following the Port learning of any such change, notify the Contractor of such changes.
6. By way of description, but not limitation, the insurance provided under this Paragraph does not cover, nor does it relieve the Contractor of liability for, the following types of losses: defective workmanship or materials; damage or loss to Contractor’s equipment; liability of the Contractor for personal injury or property damage as set forth elsewhere in this Contract; infidelity of Contractor’s employees; and mechanical breakdown. These exclusions are not exhaustive, and the Contractor shall examine the Port’s current policy to determine the precise extent of coverage provided under this Paragraph.

## SP-70-22 PREVAILING WAGES TO BE PAID

*Add the following Section*

1. The wage rates to be paid all laborers, workers and mechanics that perform any part of this Contract shall meet or exceed the prevailing wage rates as required by Chapter 39.12 of the Revised Code of Washington, as amended. This requirement applies to laborers, workers and mechanics whether they are employed by the Contractor, Subcontractors, Sub-subcontractors, or any other person who performs a portion of the work contemplated by this Contract.
2. The current prevailing wage rates as provided to the Port by the Industrial Statistician of the Washington State Department of Labor and Industries are included and incorporated in the Contract Documents. In referencing such rates, the Port does not imply or warrant that the Contractor will find labor available at those rates. It is the Contractor's sole responsibility to determine the wage rates it will actually have to pay.
   1. The most current Prevailing Wage Rates can be obtained from the State of Washington Department of Labor and Industries’ website at: [**http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp**](http://lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp)**.** The Prevailing Wage Rates effective date shall be the same as the bid opening date of this project. The project is located in King County. A copy of the applicable wage rates is available for viewing in the Port of Seattle, Central Procurement Construction Office; or Port of Seattle will mail a hard copy of the applicable wage rates upon request; (206) 787-3110.
3. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by Section 39.12.060 of the Revised Code of Washington, as amended.
4. In connection with this Contract, the Contractor will be required, pursuant to Section 39.12.040 of the Revised Code of Washington to file with the Port a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" for itself and all Subcontractors and Sub-subcontractors. The Statements require the "approval" of, and the Affidavits the "certification" of, the industrial statistician of the State Department of Labor and Industries before the Statements or Affidavits are to be presented to the Port. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will not be grounds for revision in Contract Sum.
5. On work funded in whole or in part by Federal monies current Federal wage determination rates are included in the Contract Documents. If a State of Washington minimum wage rate conflicts with a Federal minimum wage rate for the same labor classification, the higher of the two shall govern.
6. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of RCW chapter 39.12 and are entitled to the appropriate Prevailing Wage Rate. For purposes of this contract, such materials are for specified future use and per WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.
7. The Contractor is required to include this provision in all sub-contracts and shall require that it be placed in all sub-sub contracts at any tier.

## SP-80-00 EXAMINATION OF THE SITE OF WORK AND CONTRACT DOCUMENTS

*Add the following:*

After Award and prior to Notice to Proceed, the Contractor shall meet at the site with the Engineer and jointly perform a site assessment survey. The purpose of this survey will be to accurately document the existing conditions of the site prior to the Contractor commencing work. The survey shall include documentation of existing facilities which are visible. The Contractor shall videotape the site assessment survey and deliver a copy of the videotape to the Engineer. The extent of the survey area shall include the project limits plus any areas outside the project limits as deemed necessary by the Engineer.

## SP-80-03 execution and progress

*Add the following:*

1. ELECTRICAL HOT WORK
   1. The airport is a 24-hour, 365-day operational facility.  Electrical hot work is likely required to be performed on portions of the electrical power distribution and utilization equipment, as directed by the Port.  The Contractor and its subcontractors acknowledge and agree to provide personal protection equipment (PPE), training, authority having jurisdiction (AHJ) safety compliance and all necessary tools for the execution of such work.

## SP-80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

*Add the following:*

The Contractor shall ensure an Acceptable Work Site. Any behavior 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.

## SP-80-06 Temporary suspension of the work.

*Add the following:*

Provisions of Section 01 35 13.13, Operational Safety on Airports During Construction, regarding interruptions and stoppages of the Work due to aircraft operations and hazardous conditions, are specifically included in this Article.

## SP-80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME

*Delete and replace with the following:*

The number of days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor’s control, it shall be adjusted as follows:

* + - 1. Contract Time based on calendar days shall consist of the number of days stated in the contract counting from the effective date of Contract Execution and including all Saturdays, Sundays, holidays, and non-work days. All days elapsing between the effective dates of the Engineer’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded. If Contractor encounters unit price quantities that exceed the estimated quantities in the bid form and Contractor believes such quantities entitle it to additional time or compensation, such an occurrence would be an Event as defined in 50-16, and Contractor must follow the process set forth in Section 50-16.
      2. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written Notice of Event, as set forth in Section 50-16, to the Port for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor’s plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Port may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**SP-80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS**

*Delete and replace with the following:*

Contract Time based on calendar days shall consist of the number of calendars days stated in the Contract counting from Contract Execution as day zero (0) and including all Saturdays, Sundays, holidays, and non-working days. All calendar days elapsing between the effective dates of the Port’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

## SP-80-07.2 Extensions of Contract Time; Compensation

*Add the following Section*

1. Contract Time will only be extended for delays to the Critical Path of the Work. If an extension of Contract Time is warranted under any of the following provisions, the extension of Contract Time will be limited to the period of time the Engineer determines the Critical Path was delayed/extended.
2. Reasonable Delays. The Contractor should anticipate that some reasonable delays, including those caused by normal weather patterns, will occur. The Contractor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.
3. Non-Excusable and Non-Compensable Delays. Delays in the prosecution of the Work that could have been avoided by the exercise of due care, coordination and diligence on the part of the Contractor, its Subcontractors or its Suppliers at any tier are neither excusable nor compensable under the Contract. No extension of Contract Time or increase in the Contract Sum shall be allowed for any claimed delay that is caused by or results from the breach, fault, negligence, or collusion of the Contractor, or its Subcontractors, Sub-Subcontractors, or Suppliers. Nonexclusive examples of such non-excusable and non-compensable delays include, but are not limited to:
   1. Contractor’s failure to make timely Submittals to the Port, and
   2. Contractor’s failure to procure materials or labor or perform the Work in accordance with the requirements of the Contract Time or to adequately plan for such functions.

Non-excusable and non-compensable delays shall potentially subject the Contractor to damages as more specifically set forth in Paragraph G-10.10.

1. Excusable and Non-compensable Delays. The Contract Time may be extended without compensation by the Port for a period equivalent to the time that the Engineer determines that the Contractor was delayed in the Critical Path of the Work by one or more of the following causes, beyond the control of the Port and the Contractor, occurring during the performance of the Work:
   1. Fire or other casualty for which the Contractor is not at fault or otherwise responsible;
   2. Riot, war, terrorism, or civil disorder;
   3. Unusually Severe Weather;
   4. General industry strikes or labor disputes beyond the reasonable control of Contractor;
   5. Unreasonable delay in issuance of a permit by the agency having jurisdiction as described in Section 70-02; and
   6. Delay to the Critical Path resulting from causes beyond the control of Contractor and Port and that could not have been avoided by Contractor with the exercise of coordination, foresight and diligence.

Such non-compensable extensions of Contract Time will be allowed only to the extent that Substantial Completion of the Work is unreasonably delayed through no fault of the Contractor, which must in all cases be substantiated by impact to the Critical Path on the Schedule. Any extension of the Contract Time by the Port will be set forth in a Change Order, which shall specify the days by which the Contract Time is to be increased.

1. Excusable and Compensable Delays. The Contract Time may be extended and the Contract Sum increased in the event that:
   1. The Critical Path was delayed by reason of changes made by the Port or by any unreasonable act or omission of the Port, the Engineer, or any other party for whom the Port is responsible.
   2. The Contractor was not concurrently responsible for the Critical Path delay,
   3. The Contractor has suffered actual losses as a result of the Critical Path delay,
   4. The Critical Path delay could not have been mitigated despite the Contractor taking reasonable work-around actions, and
   5. The Critical Path delay was not within the contemplation of the Contract,

In that event, the Contract Time will be extended for a period equivalent to the time that the Engineer determines that the Contractor was delayed in the Critical Path of the Work and the Contract Sum will be increased to compensate the Contractor for its loss from such delay and associated disruption. Any extension of the Contract Time and increase in the Contract Sum by the Port will be set forth in a Change Order, which shall specify the days by which the Contract Time is to be increased and the amount by which the Contract Sum is to be increased.

1. Notwithstanding any of the foregoing, if the Contractor fails to fully comply with Paragraphs G-50-16, any claim for an extension of Contract Time or increase in the Contract Sum on account of such claimed delay shall be waived.

## SP-80-12 TERMINATION FOR CONVENIENCE

*Add the following:*

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

1. The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
2. Contractor must immediately discontinue work as specified in the written notice.
3. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
4. Discontinue orders for materials and services except as directed by the written notice.
5. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
6. Complete performance of the work not terminated by the notice.
7. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.
8. Owner agrees to pay Contractor for:
9. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
10. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
11. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
12. reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.
13. Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.
14. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**SP-90 MEASURMENT AND PAYMENT**

In general:

the term “[o]mitted items” is equivalent to “[d]eleted work” ,

the term “[e]xtra work” is equivalent to “[a]dditional work”

the term “[a]ltered quantities” is equivalent to “[c]hanges in quantity of unit prices changes’, and

the term “[s]upplemental [a]greement” is equivalent to “[c]hange [o]rder”.

**SP-90 - 01 MEASURMENT OF QUANTITIES**

*Add the following*

**Preconstruction Submittals:**

* + - 1. Submittals shall be made in accordance with the requirements of Section 01 32 19 - Preconstruction Submittals and as specified herein.
      2. As part of the Preconstruction Submittal, submit a Schedule of Values, which is a complete cost breakdown of all lump sum bid items, whether for the entire Contract or lump sum bid items, showing the value assigned to each part of the Work (activity), including allowance for overhead and profit. Upon acceptance of the Schedule of Values by the Engineer, it shall be used as a basis for all lump sum progress payments.
         1. The cost of each activity shall be a portion of the lump sum price as it relates to each activity. The cost shall include labor, material, overhead and fee. Normally, cost for order/delivery activities will not be allowed. The cost of material and equipment shall be associated with the installation of such material and equipment unless otherwise required by the Engineer. The total cost of all activities shall equal the lump sum bid price for the bid item or total Contract as applicable.
         2. On material where the Contractor anticipates requesting payment in advance of installation, it shall be identified as a separate line item in the Schedule of Values.
      3. As a Preconstruction Submittal, submit the force account labor and equipment rates:
         1. Submit for the Contractor and each subcontractor, a list of labor rates for each trade applicable to the scope of work to be performed. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance and medical aid premiums as stated in the General Conditions. The rates shall not contain any travel time, safety, loss efficiency factors, overhead or profit. Rates shall be submitted for straight time, overtime and double time. Once the rates have been reviewed and accepted, they will become the basis for pricing labor in Change Order Work. Contractor shall provide proof of all labor rate costs as required by the Engineer including the submission of a copy of the most current Workers Compensation Rate Notice from Labor & Industries and a copy of the Unemployment Insurance Tax Rate notice from the Employment Security Department. If labor rates change during the course of the project the Contractor may submit new rates for acceptance.
         2. Submit for the Contractor and each subcontractor, a list of equipment and rates applicable to the scope of work to be performed. The equipment rates shall conform to the rates shown in the current Rental Rate Blue Book as modified by AGC\WSDOT Equipment Rental Agreement as stated in the General Conditions. In the event a specific piece of equipment does not appear or is applicable to the Rental Rate Blue Book as modified by the AGC\WSDOT Rental Rate Agreement specified rate, a rate shall be developed based on the terms of the Rental Rate Blue Book criteria. Once these rates are reviewed and accepted, they shall be used as the basis for pricing Change Order work.
         3. No change orders will be processed for the Contractor or subcontractor until the respective labor and equipment rates have been submitted and accepted.

**Application for Payment**

* + - 1. For each application for payment the Contractor shall submit the following:
         1. Completed “Application and Certificate for Payment” on form as required by Division 1 or as established by the Engineer.
         2. Schedule and narrative update as required by the applicable schedule section of the Project Manual.
         3. Certification that as-built documents are current per Section 01 77 00 - Construction Project Closeout.
         4. Certification of Payment to subcontractors and suppliers. Also, the Contractor shall submit, with each application for progress payment, a completed form titled “Monthly Amounts Paid to All Subcontractor Participants.” The Prime Contractor is to include all of its Subcontractors on this form.
         5. “Application and Certificate of Payment” shall be submitted on the date specified General Conditions.

**Final Application for Payment**

* + - 1. Refer to Section 01 77 00 – Construction Project Closeout for other requirements. For application for payment, the Contractor shall submit the following:
         1. Completed “Application and Certificate for Payment” on form as required in Division 1 or as established by the Engineer showing the Work 100% complete.

**Preparation of Application for Payment**

* + - 1. All required information on the forms shall be legible.
      2. Execute certification of signature of authorized officer.
      3. Identify percentage complete for each item on the accepted Schedule of Values.
      4. List each authorized Change Order, listing Change Order number and dollar amount as for an original item of Work.
      5. A letter certifying payment to subcontractors as required by the General Provisions.

**SP- 90-05 PAYMENT FOR EXTRA WORK**

*Add the following:*

**90-05.1** **COMPENSATION FOR CHANGES**

1. General. Changed Work under this Contract will be measured for payment in accordance with this Section as Unit Price Work, as Lump Sum Work or as Force Account Work.
   1. "Unit Price Work," as used in this Paragraph, refers to Work for which a unit price is established in the Contract's Schedule of Prices or by Change Order.
   2. "Bid quantity," as used in this Paragraph, means the total unit quantity listed in the Schedule of Prices for an item of Unit Price Work.
2. Changes in the Quantity of Unit Price Work. Where the nature of the changed Work does not differ materially from Work which is Unit Price Work, the change shall be measured and paid for (or credited) at the established unit prices, subject to the following exceptions:
   1. Where quantity is less than 75% of bid quantity. If the quantity of an item of Unit Price Work actually performed or to be performed is less than 75% of the bid quantity, for that portion of quantity that is less than 75% of the bid item the Contractor may request or the Port may issue a Change Order revising the unit price for the item. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated by the Port considering such factors as the changes in actual costs to the Contractor of the item, and the share, if any, of fixed expenses properly chargeable to the change in quantity of that item. In any event, the total cost for the work shall not be more than 75% of the bid quantity for that item. The Contractor shall not be compensated for lost profit associated with the work not performed. If the Port and the Contractor agree on the change to the Unit Price, a Change Order will be executed. If the parties cannot agree, the Port may nevertheless issue a Change Order pursuant to Section 40-02, and the Contractor will have the rights provided in Section 50-16. This does not apply to Unit Price work issued by Change Order.
   2. Where quantity is more than 125% of bid quantity. If the quantity of an item of Unit Price Work actually performed or to be performed is more than one hundred twenty five percent (125%) of the bid quantity for that item, the Contractor or the Port may request a Change Order revising the unit price for that portion of the Work that exceeds 125% of the bid quantity. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated considering such factors as the change in actual cost to the Contractor of that portion of the work exceeding 125% of the bid quantity, and the share, if any, of fixed expenses properly chargeable to that portion of change in quantity which exceeds 125% of the bid quantity. If the Port and Contractor agree on the change to the Unit Price, a Change Order shall be executed. If the parties cannot agree, the Port may nevertheless issue a unilateral Change Order and the Contractor will have the rights provided in Section 50-16. This does not apply to Unit Price work issued by Change Order.
3. Administration of Unit Price Changes.
   1. Unless explicitly directed otherwise in writing by the Engineer, Contractor is – without the need for or issuance of a Change Order – expressly authorized to perform and install Unit Price quantities in excess of 125% of the bid quantity, all to the extent necessary for the successful completion of the Work in a manner consistent with the standards set forth in the Contract. Notwithstanding the foregoing, the performance or installation of Unit Price quantities over 125% of the bid quantity shall constitute an Event. If the Contractor seeks any adjustment in the amount for Unit Price Work in excess of 125% of the bid quantity for that item, it shall provide a Notice of Event in compliance with Paragraphs 50-16.C. The Port shall have a reasonable period of time following notice from the Contractor that it has exceeded 125% of the bid quantity to determine whether to request a Change Order revising the unit price for that portion of the Work that exceeds 125% of the bid quantity. In the absence of a Change Order that makes adjustment to the unit price for that portion of the Work that exceeds 125% of the bid quantity, the overrun will generally be managed as an administrative matter in connection with requests for Progress Payments, but the Port shall have the right to require a reconciling Change Order to conform the Contract to the actual unit quantity.
   2. In order to assist the Port in managing the cost of Unit Price work, Contractor shall give the Port notice when 80% of the Unit Price Change Order quantity has been completed or as soon as the Contractor is aware that there are not enough funds authorized to complete the work.
4. Changes to Work Other than Unit Price Work.
   1. Additional Work: If no unit price has been established for Work added to the Contract by the Port, the Port has the option of (a) attempting to reach agreement as to the Lump Sum increase or decrease, if any, in the Contract Sum and the Contract Time caused by such change or (b) directing that the changed work be executed on a Force Account basis. The Engineer may require, prior to approval of such Change Order, that the Contractor submit a proposal detailing the cost and schedule information required for the work. If the Port and Contractor agree on the Lump Sum change, a Change Order will be executed by the Port. Markup(s) as referenced in Paragraph 90-05.2 (Payment for Work done on a force account basis) (Table of Cost Categories and Markups) shall be used. The Contractor will have the rights provided in Section 50-16 (Notice of Event; Request for Change).
   2. Deleted Work. If the Port elects to delete all or a portion of the Work, the Engineer shall so advise the Contractor in writing, and the Contract Sum shall be decreased in an amount determined as follows:
      1. The deducted value will be based upon the applicable unit price, or if there is no such unit price applicable to the deleted Work, the deducted value will be a Lump Sum agreed upon in writing by the Contractor and the Port based on cost information submitted by the Contractor or otherwise obtained by the Port. In the event no agreement can be reached, the Port shall be entitled to a deduction based on its reasonable determination of the fair market value of the deleted Work at the time of the bid, provided that if the Contractor disagrees with amount of the deduction, it may submit a Notice of Event and pursue a Request for Change Order under Section 50-16 (Notice of Event; Request for Change). The amount allowed for markups shall be determined in the same manner as if the deleted Work was to be performed on a Force Account basis pursuant to Paragraph 90-05.2 (PAYMENT FOR WORK DONE ON A FORCE ACCOUNT BASIS). The Port may then issue a Change Order and the Contractor shall have rights provided in Section 50-16 (Notice of Event; Request for Change).
      2. Acceptable materials ordered by the Contractor or delivered prior to the date the Contractor was notified to delete the Work may, at the Port's option, be purchased from the Contractor at the Contractor's actual cost and thereupon become the property of the Port, or the Port will reimburse the Contractor for its actual, out-of-pocket costs connected with returning such materials to the Suppliers.
      3. No amount will be paid to the Contractor for any anticipated or estimated profit that the Contractor could or would have earned if the deleted Work had been performed.
   3. Added and Deleted Work. In the event a change in the Work requested by the Port or proposed by the Contractor involves both the addition and deletion of Work, the same rates (labor, equipment, material, markup) will be used to price both the addition and the credit unless the Contractor can demonstrate to the Port’s satisfaction that it would be unreasonable to use the same rates.

**90-05.2 PAYMENT FOR WORK DONE ON A FORCE ACCOUNT BASIS**

1. Whenever, under the terms of the Contract, labor, materials, or equipment are to be paid for on a Force Account basis, the amount of such payment shall be determined as follows (also see Table of Cost Categories and Markups):
   1. Labor: For all direct labor, the Contractor shall be paid an amount equal to the sum of the following:
      1. Weighted Wage Rate: The agreed weighted wage rate for all labor used shall include and be restricted to the actual current certified basic wages earned, plus fringe benefits made the obligation of the Contractor by a collective bargaining agreement or other employment agreement, plus benefits paid on account of such labor by the Contractor pursuant to the:
         1. Federal Insurance Compensation Act (FICA);
         2. Federal Unemployment Tax Act (FUTA); and
         3. State Unemployment Compensation Act (SUCA).
         4. Only bona fide employee fringe benefits that accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation apprenticeship, and training funds) shall be included in the calculation of the weighted wage rate. Other fringe benefits that are not a direct benefit of the employee (such as union promotion funds) shall be paid as part of the markups allowed on the work.
      2. Travel Allowance or Subsistence: The Contractor shall be reimbursed the actual costs of travel and subsistence allowances paid to laborers engaged upon the Work when such allowances are required by the terms of employment for such laborers.
      3. Industrial Insurance and Medical Aid Premiums: The Contractor shall receive reimbursement for Marine Industrial Insurance, State of Washington Industrial Insurance and Medical Aid premiums that become an obligation of the Contractor and are chargeable to the labor performed on the work to be paid for on a Force Account basis. The rate of compensation for the above premiums shall be a composite rate based upon the full premium for Industrial Insurance and one-half the premium for Medical Aid, which premiums are prescribed by the regulatory body for the Contractor, Subcontractor, Sub-subcontractor, or other person actually performing the Force Account work. This composite rate may be adjusted upon request to conform to adjustment prescribed by the regulatory body.
      4. The work may be performed and paid on an overtime basis only if specifically directed or authorized by the Engineer in advance of the work being performed. The Contractor may request that the work be done on overtime if it supports the request with specific reasons for incurring the additional cost of overtime.
   2. Materials:
      1. For all materials furnished by the Contractor for the Work, payment shall be made in the amount of the actual invoice cost for such materials, including actual freight and express charges and applicable taxes paid by the Contractor and not already addressed for payment herein, (i.e. B&O tax see Table of Cost Categories and Markup; and see Subparagraph A.7 regarding sales tax.) less all offered or available discounts and rebates, notwithstanding the fact that they may not have been taken by the Contractor. Before work is started, the Engineer may require the Contractor to obtain multiple quotations for the materials to be utilized and select the vendor with prices and terms most advantageous to the Port.
      2. The Contractor shall furnish to the Port, as support for all charges for materials, valid copies of Supplier invoices, including freight and express bills. As to such materials as may be furnished from the Contractor's own inventory for which an invoice is not available, the Contractor shall furnish current cost quote to determine the fair market value of the material. The Contractor may be asked to provide a sworn affidavit certifying its actual cost of such materials.
      3. If the Port determines that the Contractor's cost of such furnished materials is excessive or if the Contractor does not furnish documentary evidence of its costs, the Port reserves the right to establish the cost of all or part of such materials at the lowest current wholesale prices less all applicable discounts and exemptions at which said materials are available in the quantities required to be furnished by the Contract.
      4. The Port reserves the right to furnish such materials to the Contractor as it deems advisable, and the Contractor shall have no claim for any costs, overhead, or profit on such furnished materials.
   3. Equipment:
      1. For any machine-power tools or equipment which the Engineer deems necessary for the Contractor to use, payment shall be made for equipment owned and operated or rented and operated by the Contractor in accordance with the rates stated in the Rental Rate Bluebook (Bluebook) as modified by the "AGC-WSDOT Equipment Rental Agreement" in effect at the time such tools or equipment were used, subject to reduction under Subparagraph d below. Any sales tax paid by the Contractor for rental equipment shall also be reimbursed in accordance with Subparagraph 8 below. The Engineer may require the Contractor to obtain multiple quotations for rental equipment to be utilized and select the vendor with prices and terms most advantageous to the Port.
      2. The rates stated in the Bluebook as modified by the "AGC-WSDOT Equipment Rental Agreement," are the maximum rates allowable for equipment of modern design and in good working condition, and include and are full compensation for overhead, profit, bonds and for furnishing all fuel, oil, lubrication, repairs, maintenance, insurance and all other costs incidental to the furnishing of such tools and equipment, except for the labor to operate the same. The stated compensation for use of tools or equipment not of modern design or not in good working conditions shall be reasonably reduced as determined by the Engineer.
      3. Payment for Standby Time, Shutdown and Breakdowns in equipment shall be paid as prescribed in the “AGC-WSDOT Equipment Rental Agreement”. Idling rate will not be used.
      4. The Port defines Small Tools and Small Equipment to be any contractor owned piece of equipment with a purchase price of less than $500 or rented equipment with a monthly rental rate of less than $100. The Port does not incorporate the “AGC-WSDOT Equipment Rental Agreement” section on Small Tools into this contract. The Port does not pay for small tools as a direct cost of the work performed but as a part of the markup allowed on the changed work.
      5. Equipment that is rented with an operator shall be considered a “Specialized Service” and shall be compensated per Subparagraph 4 below.
      6. If the necessary equipment is not already at the site of the project and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the Contractor will be paid for mobilization in accordance with the terms and conditions specified in the Bluebook as modified by the "AGC-WSDOT Equipment Rental Agreement."
      7. For equipment owned by the Contractor that is (1) listed by the Port in the Supplementary Conditions or (2) not listed in the Bluebook, payment shall be made for owned equipment on the basis of Actual Cost. To the extent practicable, such rates must be approved by the Engineer prior to use of the equipment on Force Account Work. The term Actual Cost means the ownership and operating cost of the equipment as determined by the Port based on records made available by the Contractor. The Port in determining Actual Cost may consider the equipment’s acquisition cost, the equipment’s useful life, any indirect costs associated with ownership of the equipment, depreciation and other commercially reasonable factors. It is the responsibility of the Contractor to provide cost records to the Port upon request to assist with determining the Actual Cost for the equipment. If the Contractor did not keep and maintain such cost records or fails to comply with the document request made by the Port, the Port may at its option make a reasonable determination of the Actual Cost. If the Contractor disagrees with this determination, it must file a written Notice of Event and pursue a Request for Change Order as set forth in Section 50-16.
   4. Specialized Services:
      1. Payment shall be made for pre-approved Specialized Services in the amount of the actual invoice cost. “Specialized Services” are services required by the Work that are not typically performed by workers within worker classifications as defined by Washington State Department of Labor and Industries, and therefore billed by invoice. The Engineer must pre-approve the Contractor’s use of Specialized Services and may require the Contractor to obtain multiple quotations for Specialized Services to be utilized and select the vendor with prices and terms most advantageous to the Port.
      2. Required permits or fees associated with Force Account work that would fall outside the scope of overhead (ie hazardous waste dumping) are reimburseable and may be included as Specialized Services.
   5. Other:
      1. As shown in the Table of Cost Categories and Markups.
   6. Subcontractors:
      1. When Work is performed on a Force Account basis by Subcontractors, the subcontractor will be allowed the reasonably incurred total cost computed for labor, materials, equipment, and Specialized Services as stated above plus markups as indicated in Subparagraph 7 below.
   7. Markups:
      1. The entity that performs the work shall be reimbursed a markup in an amount equal to twenty percent (20%) of the sum of the Direct Cost items listed above in Subparagraphs 1, 2, 3 and 5 above.
      2. The Contractor shall also be reimbursed an amount equal to seven percent (7%) of the total Subcontractor amount of Subparagraph 6 above for all costs associated with the subcontracted work; provided, however, in the event the subcontracted Work requires the Contractor, by virtue of where (e.g. separate, distant Project site) or when (e.g. at night when otherwise only day-shift work is being performed or after Substantial Completion) it is performed, requires the Contractor to mobilize significant, additional supervision or equipment not otherwise regularly present on the Project, the Port may consider requests for additional Contractor compensation.
      3. Subcontractor on Subcontractor markup of five percent (5%) on the respective subcontracted work will be allowed up to two tiers of subcontractor work only. If more than two tiers of subcontractors are involved, the Contractor will allocate the available markup (two tiers at five percent (5%) each) but the Port will not pay more than the two tiers.
   8. Sales Tax. Sales tax shall be paid as otherwise provided in the Contract Documents.
   9. The payments provided above shall be full payment for all work done on a Force Account basis and shall cover all expenses of every nature, kind, and description, including those listed and any others incurred on the work being done.
2. No compensation for Work performed on a Force Account basis shall be paid unless the Engineer provided prior written direction to the Contractor to perform the work on such a basis. No work shall be considered to be Force Account work, which can be measured and paid for at a unit price in the Schedule of Prices.
3. The amount of Work to be paid for on a Force Account basis shall be documented in writing on a daily basis by the Contractor and the Engineer. The force account work shall be tracked on the Port of Seattle Force Account Form provided by the Engineer. The Contractor shall complete the force account form (including manpower, equipment, materials, change order number or bid item number, project number, description) on a daily basis and submit it within 24 hours to the Inspector (or Engineer) for verification. The Contractor shall maintain records and invoices for all costs associated with the Force Account Work for a period of six years following Physical Completion. If reasonably subject to question, the Port may require Contractor to certify its Force Account documentation.
4. Failure to segregate and track all costs and time impacts consistent with the requirements for Work performed on a Force Account basis and as required by the Contract Documents shall constitute a waiver by Contractor to such amounts and time.
5. The Contractor shall give notice to the Engineer of Contractor’s intent to commence the Force Account work prior to starting the work. Such notice shall be given on a daily basis to alert the Port of the work being performed for which the Contractor will seek the Port’s verification or certification.
6. The Contractor shall give the Port notice when 80% of the amount authorized to be spent on an issue has been expended or as soon as the Contractor is aware that there may not be enough funds authorized to complete the work. Application for payment for Work done on a Force Account basis must be submitted with a detailed spreadsheet detailing the work performed no later than thirty (30) days following the performance of the Force Account work.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TABLE OF COST CATEGORIES AND MARKUPS** | | | | | | |
| **Direct Costs** | | | | 20% Entity that performs Work | 7% Contractor on Sub | 5% Sub on Sub two tiers max | |
| Labor | Material | Equipment | Other |  |  |  | |
|  |  |  |  |  |  |  | |
| All Craft | Scope Changes | Large Equipment and Large Tools | Added Shop Drawings | As-Built Documents | GC Management of Sub | Management of Sub | |
| Working Foremen (Not in OH) | Special Warranties | Rental Equipment | Reproduction | Project Staff  Foreman (Non-Working)  Supervision/Superintendent | Supervision | Supervision | |
| Working General Foremen (not in OH) | Freight | Temporary Fence | Dump Fees | Administration | Home Office Overhead | Home Office Overhead | |
| Labor Burden | Special Clothing | Barricades | Design | Project Manager | Field Office Overhead | Field Office Overhead | |
| Field Engineering Layout / Surveying | Testing | Walkways |  | Project Engineer (unless Design) | Profit | Profit | |
| Clean Up (not in rates /Hrs or OH) | Signs | Dumpsters |  | Estimating | Administration Cost | Administration Cost | |
| Traffic Control (not in OH) | Access Roads | Safety Equipment (not PPE) |  | Contract Administration | B&O Tax | B&O Tax | |
| Escalation |  | Temporary Heat |  | Office Engineering | Insurance | Insurance | |
| Overtime Premium |  | Temporary Light |  | General Foreman (portion not in directs) | Bond | Bond | |
|  |  | Temporary Power |  |  | Incidentals | Incidentals | |
|  |  | Pumping |  | Small Tools and Equipment | General Conditions | General Conditions | |
|  |  | Hoisting |  | Insurance | Fee | Fee | |
|  |  |  |  | Home Office Overhead | General & administrative | General & administrative | |
|  |  |  |  | Field Office Overhead | Vehicles | Vehicles | |
|  |  |  |  | Bond | Safety | Safety | |
|  |  |  |  | Profit | Coordination drawings | Coordination drawings | |
|  |  |  |  | Permit |  |  | |
|  | | |  | B&O Tax |  |  | |
|  | Warrantee (unless special) |  |  | |
|  |  |  |  | Schedule Updates |  |  | |
|  |  |  |  | Personal Safety Gear (PPE) |  |  | |
|  | | |  | Transportation |  |  | |
|  | Badging and keys |  |  | |
|  | Consumables |  |  | |
|  | Incidentals |  |  | |
|  |  |  |  | General Conditions |  |  | |
|  |  |  |  | Fee |  |  | |
|  |  |  |  | General & administrative |  |  | |
|  |  |  |  | Red lines |  |  | |
| **OH = Overhead** |  |  |  | Vehicles for Project Staff |  |  | |
|  |  |  |  | Safety |  |  | |
|  |  |  |  | PLA |  |  | |
|  |  |  |  | Coordination drawings |  |  | |
| NOTE: The above is the total markups allowed. It shall be the responsibility of the Contractor for determining with its Subcontractors, the allocation of the overall markup amounts. | | | | | | | |

## SP-90-06 PARTIAL PAYMENTS

*Add the following:*

All payments made to the Contractor under this Contract are subject to all laws applicable to the Port in general and to this Contract in particular. Without limiting the generality of the foregoing, the law does not permit the Port to make any payments to the Contractor under this Contract until proper and approved Statements of Intent to Pay Prevailing Wages have been filed with the Port, as required by Section 70-22 in this contract and Section 39.12.040 of the Revised Code of Washington. Progress Payment Retention: In accordance with RCW 60.28.011 (b) public improvement contracts funded in whole or in part by federal transportation funds must rely upon the contract bond as referred to in chapter 39.08 RCW for the protection and payment of (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Title 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at the minimum, all claims filed in compliance with chapter 39.08 RCW are resolved. In accordance with 49 CFR 26.29, the Port obligates the contractor to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed including Prevailing Wages. The prime contractor must report to the Port the release of said retainage to the subcontractor at that time.

A. The Contractor shall be paid monies earned by fulfilling its responsibilities under this Contract, with no retention withheld per RCW 60.28.011. Monies shall not be considered earned if any of the following conditions applies:

* 1. The Work for which the Contractor is claiming payment was not performed in accordance with the Contract;
  2. The Contractor's pay request does not contain the required documentation or is otherwise not in conformance with the requirements of this Contract;
  3. There is a good faith dispute over all or a portion of the amount due, in accordance with 39.04.250 RCW;
  4. Failure of the Contractor to make payments owed to Subcontractors, or for labor, materials, or equipment;
  5. Failure of Contractor to submit Schedule(s), Schedule(s) of Value or updated any schedules as required by the Contract;
  6. Failure to prosecute progress of the Work in a timely manner or failure to take necessary steps to regain time or deliver the Work in the prescribed Contract Time;
  7. Failure to comply with Contract safety requirements;
  8. Imposition of any liquidated damages under the Contract; or
  9. Non-Conforming Work.

B. In accordance with 49 CFR 26.29 the Port obligates the Contractor to make prompt and full payment of any retainage kept by prime Contractor to the Subcontractor within 30 days after the subcontractor’s work is satisfactorily completed including Prevailing Wage requirements.

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