READ THIS FIRST

This Project Spec Document may need additional modifications to suit your project. It is recommended that you proofread each section, paying attention to any “Notes” boxes such as this one--you should remove these “Notes” sections as you go. Also, do a search for all bracket characters “ [ ] “ as they are used to show you areas containing options or project specific details (you can use Microsoft Word’s Find feature {Ctrl-F} to jump to an open bracket “ [ “ character quickly). Again, these bracket characters should be removed.

It is important that every paragraph be numbered to allow for easy referencing. If you use the document’s built in styles and formatting your outline should be fine (turn on the formatting toolbar by going to View > Toolbars > Formatting). Most paragraphs will use the style “Numbered Material” and can be promoted (Tab) or demoted (Shift-Tab).

You should not have to manually enter extra spaces, carriage returns or outline characters such as A, B, C, or 1.01, 1.02; the formatting will do this for you. The entire document is 11 pt. Arial. If you paste items in, you may need to reapply the “Numbered Material” format.

## SC-0.1 - GENERAL

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 Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.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

**SC-1.1 – DEFINITIONS**

The following definitions should be included only if there are WSDOT references in this project. Delete if not applicable.

Confirm the edition of the code that applies for this project and edit the year shown in this section as appropriate. Also consider what other definitions should be added here that are referenced in the technical spec for this project.

*Add the following:*

**WSDOT Standard Specifications**: The 2014 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, including Divisions 2 through 9 and excluding all of Division 01, as amended and issued by WSDOT and the Washington State Chapter of the American Public Works Association. The specifications apply only to performance and materials and how they are incorporated into the Work. The legal/contractual relationship sections and the measurement and payment sections do not apply to the contract.

**WSDOT Standard Plans:** The 2014 Washington State Department of Transportation (WSDOT) Standard Plans as amended and issued by WSDOT.

Include this if Section 01 55 26 – Traffic Control or Section 10 14 53 – Traffic Signs is used. Delete if not applicable.

**WSDOT Sign Fabrication Manual:** The 2014 Washington State Department of Transportation (WSDOT) Sign Fabrication Manual as amended and issued by WSDOT.

This should be included only if WSDOT or SDOT is used. Delete if not applicable.

**Shoulder:** The part of the highway, road, or street next to the traveled way that is an emergency stopping area for vehicles.

**Traveled Way:** The part of the highway, road, or street that is for vehicular travel, excluding the shoulder.

This should be included only if using WSDOT Construction Manual. Need to specific which provisions of this manual apply to this contract. Leave this as the latest edition of this manual. Delete if not applicable.

**WSDOT Construction Manual:** The latest edition of the Washington State Department of Transportation (WSDOT) Construction Manual as amended and issued by WSDOT. Only section xyz of this document will specifically apply to this contract.

## SC-3.5 Notice to Proceed

*Add the following paragraph:*

## Prior to the start of work on site, in addition to pre-construction submittals listed in Section 01 32 00 or elsewhere in the documents, the Contractor shall submit the following:

* 1. Submit a list of labor rates for each trade applicable to the scope of work to be performed. Rates shall be submitted for overtime and double time. These submitted rates shall be broken down to include the base wage, fringes, FICA, SUTA, FUTA, industrial insurance and medical aid premiums. The rates shall not contain any travel time, safety, loss efficiency factors, overhead or profit. Once the rates have been reviewed and accepted, they will become the basis for pricing labor if overtime and double time is required and approved in advance through the Work Authorization.
  2. For equipment not listed in the Schedule of Unit Prices 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, 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 if additional equipment is required and approved in advance through the Work Authorizations.
  3. For trades that have an established apprenticeship program that comply with Washington State Apprenticeship and Training Council (WSATC) program standards, chapter 49.04 RCW, and Chapter 296-05 WAC.
     1. Workers registered with the WSATC are entitled to the prevailing wage rates for an apprentice of that trade. The Port will pay the prevailing wage listed for the apprentice plus a 20% markup. Submit a list of each apprentice program, apprentice name or #, and level or hours for approval. The rates will become the basis for pricing apprentice labor if apprentice use is approved in advance through the Work Authorization.

## SC-04.7 - PERMITS, LICENSES, FEES AND NOTICES

Define here any permits that the Port will obtain and/or pay for on the project. Check with the permitting official with regard to who can pick up permits! For example, electrical may be picked up only by a licensed electrical contractor.

*Add the following to paragraph A:*

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.

For projects at STIA, add the following subparagraph 2.

1. 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. The permit can be read at the following website: <https://www.portseattle.org/sites/default/files/2021-10/WA0024651_FinalPermit_2021-07-27_SeaTac%20%282%29.pdf>
2. 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.

Contact Airport Environmental Coordinator at 206.787.5527 to determine the applicability of additional environmental permits. If any permits apply, add the actual permit as an Appendix to the Project Manual and include subparagraph 3 below and Document 00800A behind this Document.

1. Contractor Obtained Permits (to be determined upon Work Authorization request):
2. Electrical permit: An electrical permit is required for some of the work within this contract.

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:

|  |  |
| --- | --- |
| SEAPORT/REAL ESTATE PROJECTS |  |
| **Type of Permit** | **Issuing Agency** |
| 401 Water Quality Certification | EPA |
| Demolition Permit | City of Seattle - DPD |
| Electrical Permit | City of Seattle - DPD |
| Building Permit | City of Seattle - DPD |
| Electrical, Mechanical, Plumbing Permits | City of Seattle - DPD |
| Elevator and Escalator Permit | City of Seattle |
| Elevator Permit | Washington State L&I |
| Fire Alarm Permit | City of Seattle |
| Grading Permit | City of Seattle |
| Hydrant Permit | City of Seattle - SPU |
| Hydraulic Project Approval | Washington Dept of Fish & Wildlife |
| Industrial Waste Discharge Permit | King County |
| NPDES Permit | EPA |
| Railroad Crossing Permit | BNSF and/or UP |
| Railroad Right-of-Entry Agreement | BNSF and/or UP |
| Refrigeration Permit | City of Seattle |
| Sanitary Sewer Discharge Permit | Wa State Dept of Ecology |
| Sewer Connection Permit | City of Seattle - DPD |
| Shoreline Exemption or Development Permit | City of Seattle |
| Sign Permit | City of Seattle |
| Street Improvement Permit (SIP) | City of Seattle |
| Street Use Permit | City of Seattle - SDOT |
| USACE Permit | US Army Corps of Engineers |
| Welding and Hot Work Permits | Seattle Fire Department or US Coast Guard |

|  |  |  |
| --- | --- | --- |
| 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 |

1. Licenses
2. The Contractor is responsible for obtaining a Business License from the appropriate jurisdiction in which the Work is being performed.

For projects at STIA, add the following subparagraph b.

1. 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.
2. Contractor Notifications
3. The Contractor shall notify the following agencies prior to start of construction, as applicable per the Work Authorization:
4. Puget Sound Clean Air Agency
5. State of Washington Department of Labor & Industries
6. Seattle Fire Department [or Port of Seattle Fire Department on STIA projects]

Include only if applicable to the project.

1. Asbestos or Demolition
2. The Contractor shall file an “Asbestos Abatement Project Notice of Intent” with the Washington State Department of Labor & Industries at least ten (10) days prior to commencement of demolition, in accordance with applicable federal, state and local regulations. The Department has provided an online form for submitting notices at: <https://lni.wa.gov/forms-publications/f413-025-000.pdf>
3. The Contractor shall file an “Asbestos / Demolition Notification” with the Puget Sound Clean Air Agency at least ten (10) days prior to commencement of demolition, in accordance with applicable federal, state and local regulations. The Agency only accepts notifications online at: <https://secure.pscleanair.org/asbestos/>
4. The Contractor is responsible for any and all fees associated with these notifications.
5. Asbestos containment and removal using reduced pressurization and filtration may be covered by U.S. Patent No. 4,604,111, issued August 5, 1986, and/or other patents for negative air enclosure and asbestos abatement. Payment of any and all royalties, licensing fees and other costs incurred due to the patent(s) shall be the responsibility of the Contractor. The Contractor shall hold the Port harmless from all claims and costs due to possible patent infringement.

List any of the following required by the project. Delete if not applicable.

1. Special regulations concerning permit use, applications or recall:
2. [\_\_\_]

Add the following when a Day/Night and Overtime explanation is required. Check with PM/CM regarding trade practices. This was drafted for a mechanical on-call contract.

## SC-6.2 – Pricing of the work

*Replace the following paragraph:*

B. SCHEDULE OF UNIT PRICES

1. LABOR RATES for all Contract Work: All labor costs will be paid based on the unit price bid amount. The unit price bid amount shall include: prevailing wage rate, wage and medical premiums, overhead, profit, contract bonds and insurance, as applicable, and all other costs incurred in supplying such labor, including but not limited to all costs associated with security badging, transportation to and from job site, small tools, safety and equipment supplied to the Worker for the execution of the work. The Port of Seattle will not pay for multiple foremen on the same project during the same daily period of work. Only one foreman allowed per shift of work. The work may be performed and paid on an overtime basis only if specifically directed or authorized by the Port in advance of the work being performed.
   * 1. If the project is scheduled for night shift and three (3) or more consecutive days, the night shift hourly rates apply.
     2. If the project is scheduled for night shift and less than three (3) consecutive days, the overtime hourly rates apply.

## SC-6.2 – Pricing of the work

Use for Projects that may need COVID Supervisors or Handwash Stations if identified by RDR in the Section 01 35 29 contains the provision. Delete if not applicable.

*Add the following:*

B. Work performed on force account. 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:

* 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 or rented by the Contractor in accordance with the rates stated in the current Rental Rate 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 b below. Any sales tax paid by the Contractor for rental equipment shall also be reimbursed in accordance with Subparagraph 7 below.
     2. The rates stated in the current Rental Rate 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 determined by the Engineer. If equipment is required for which a rental rate is not included in the current schedule, an agreed rental rate shall be established for that equipment based upon the most similar model found in the Blue Book of rental rates. Rented Rates for specialty equipment such as dredging equipment and barges not found in the Blue Book shall be established by past or present Port audit using standard accounting procedures. Such rates must be approved by the Engineer prior to use of the equipment on the Force Account Work.
     3. Payment for Standby Time, Shutdown and Breakdowns in equipment shall be paid as prescribed in the “AGC/WSDOT Equipment Rental Agreement”.
     4. The Port defines Small Tools and Small Equipment to be any contractor owned piece of equipment with a monthly rental rate of less than $100 or any piece of equipment with a purchase price of less than $500. 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. Current rates stated in the current Rental Rate Bluebook as modified by the "AGC/WSDOT Equipment Rental Agreement" are maintained at each district office of the Department of Transportation and at each of the offices of the Associated General Contractors of America.
     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 then current Rental Rate 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. 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.
  4. Subcontractors:
     1. When Work is performed on a Force Account basis by Subcontractors, the subcontractor will be allowed the total cost computed for labor, materials, and equipment as stated above plus markups as indicated in Subparagraph below.
  5. 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 4 above.
     2. The Contractor shall also be reimbursed an amount equal to seven percent (7%) of the total Subcontractor amount of Subparagraph 5 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.
  6. Sales Tax. Sales tax shall be paid as otherwise provided in the Contract Documents.
  7. 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.

1. 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.
2. 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 Allowance Work. If reasonably subject to question, the Port may require Contractor to certify its Force Account documentation.
3. The Contractor shall give notice to the Inspector 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 Inspector of the work being performed for which the Contractor will seek the Port Inspector’s verification or certification.
4. 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 is not 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.

## SC-4.8 – SAFETY

Include this when work may occur in port office space and attestation as required in accordance with EX-29

B. The Contractor shall establish and supervise:

*Add the following sub-paragraph:*

4. In accordance with Port of Seattle Policy EX-29 ([vaccination requirement policy (EX-29)](https://www.portseattle.org/sites/default/files/2022-01/Contractor%20Vaccination%20EX29%20-POS%20Legal%202022-01-24.pdf)), the Contractor providing services in those areas identified in EX-29 shall provide the Port a COVID-19 Attestation Form ([attestation form](https://www.portseattle.org/sites/default/files/2022-01/Vaccination%20Attestation%20-Contractor%20COVID-19%20%20Final.pdf)) within 10 days of receipt of a Notice of Intent to Award and throughout the duration of the contract as required.  All costs associated with this requirement are to be considered included in the price.  Additional information is available at Port of Seattle’s [website with more information](https://www.portseattle.org/node/20625).

*Add the following:*

Electrical Hot Work for Airport Projects Only. Delete if not applicable.

F. 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.

Include if applicable to Airport projects. Contact Seaport for similar requirements. Delete if not applicable.

*Add the following paragraph:*

G. Entry Into High Voltage Areas

Work on this project requires entry into manholes or other High Voltage Areas. High voltage areas on this project include, but may not be limited to those listed.

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 paragraph:*

H. Entry Into Confined Spaces

1. Work on this project requires entry into confined spaces as defined by 296-809 WAC.

2. The Contractor shall read and follow the requirements of the Port of Seattle’s Confined Space Entry Program.

3. Confined spaces on this project include, but are not limited to, those listed.

4. 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.

5. 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.

6. No work will be allowed to start in a confined space until the required submittals have been made.

7. 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.

8. Delays caused by failure to submit the required documentation will not be considered a reason for extension of contract time.

Add the following SC – 08.01 if this project is subject to RCW 60.28.11 as a Federally-funded project and no retainage will be withheld

## SC – 6.3 – ALL PAYMENTS SUBJECT TO APPLICABLE LAWS

*Replace existing paragraph B. in GC-6.3with 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 Paragraph G-04.06 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.

Add the following if the project is subject to RCW 60.28.11 as a Federally-funded project and no retainage will be withheld. Delete if not applicable.

## SC-8.7 - PORT’S RIGHT TO withhold payment

*Replace paragraph A-B with the following:*

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.

*Add the following paragraph:*

D. 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.

$150K or less? Add the following if the project is subject to RCW 39.08.010 and the Port has elected to offer the option. Delete if not applicable.

## SC-9.3 Payment and Performance Bonds

*Add the following paragraph:*

1. On contracts of one hundred fifty thousand dollars ($150,000) or less, at the option of the contractor, the Port may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](http://app.leg.wa.gov/RCW/default.aspx?cite=60.28) RCW, whichever is later.

Does this Contract require a Pre-Notice To Proceed Letter? If so, include items belowThese submittals are due by the start of work on the first Work Authorization. , If all submittals are due at time of contract execution then delete.

## SC-9.3 Payment and Performance Bonds

*Add the following paragraph:*

1. Performance & Payment Bonds as specified in the General Conditions Document 00 70 00 Article G-09 are required prior to the start of the first Work Authorization.

## SC-9.4 Contractor Liability Insurance

*Add the following paragraph:*

G. Insurance in the amount and types required for this Project are specified in General Conditions Document 00 70 00 Article G-09. Submit the Certificate of Insurance Certificate and applicable endorsements prior to the start of the first Work Authorization.

End of Document