

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-00.01 - 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 Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.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.

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

SC-01.02 – DEFINITIONS

Add the following:

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.

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 specify 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.

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

City of Seattle Standard Specifications: The 2012 City of Seattle (COS) Standard Specifications Road, Bridge, and Municipal Construction, including Divisions 02 through 10, 31, 32, 33, 34, 35, and excluding all of Division 01, as amended and issued by COS 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.

SDOT Standard Plans: The latest edition of the City of Seattle (COS) Standard Plans for Municipal Construction as amended and issued by COS.

SDOT Traffic Control Manual - The latest edition of the City of Seattle Traffic Control Manual for In-Street Work, which supplements and is to be utilized in conjunction with the current version of the “Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)”, as modified and adopted by Washington Department of Transportation (WSDOT). The Revised Code of Washington (RCW) 47.36, required traffic control devices along city streets to conform to the WSDOT adopted standards to the extent possible.

COS Director’s Rule - Director’s Rules based on the City of Seattle “Stormwater, Grading and Drainage Control Code”, Seattle Municipal Code (SMC) Chapters 22.8 through 22.808.7.

This is included only if the project requires a joint site assessment survey. If used, CM/RE needs to review the contract duration to ensure that it includes time for the contractor to perform this work. Delete if not needed.

SC-04.01 - EXAMINATION OF THE SITE OF WORK AND CONTRACT DOCUMENTS

- D. 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.

SC-04.05 – CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT

Add the following:

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

A. 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.

SC-04.06 - PREVAILING WAGES TO BE PAID

Add the following to paragraph B:

The most current Apprenticeship Wage Rates can be obtained from the State of Washington Department of Labor and Industries' website at: <https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>.

SC-04.12 - 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 that the Port provides a building permit, add the following subparagraph a.

- a. 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.

For projects at STIA, add the following subparagraph 2.

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.
 - a. 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.

3. Contractor Obtained Permits:
 - a. Electrical permit: An electrical permit is required for some of the work within this contract.

Include the following if an onsite concrete batch plant will be used. Delete if not applicable.

- b. Ecology Permit: For the operation of an onsite concrete batch plant, a permit is required with the Washington State Department of Ecology.
- c. Puget Sound Clean Air Agency: For the operation of an onsite concrete batch plant, a permit is required with the Puget Sound Clean Air Agency. Contractor shall obtain any other permits necessary to operate a batch plant.

Review tables below to add any additional permits to the supplementary conditions. Delete permits that are not applicable to the project.

- d. 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

4. Licenses

- a. 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.

- b. 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.

5. Contractor Notifications

- a. The Contractor shall notify the following agencies prior to start of construction:

- 1) Puget Sound Clean Air Agency
- 2) State of Washington Department of Labor & Industries
- 3) Seattle Fire Department [or Port of Seattle Fire Department on STIA projects]

Include the following for Airport projects.

- b. 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.

Include only if applicable to the project.

c. Asbestos or Demolition

- 1) 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: <http://www.lni.wa.gov/Safety/Topics/AtoZ/Asbestos/ProjectForm.asp>
- 2) 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/>
- 3) The Contractor is responsible for any and all fees associated with these notifications.
- 4) 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.

- 5) Special regulations concerning permit use, applications or recall:
 - i. ☐

SC-04.14 - SAFETY

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

Add the following paragraph:

H. 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:

I. 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.

Include for all projects at Airport and where required at Seaport and Real Estate:

Add the following paragraph:

J. Asbestos Awareness Training:

1. 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 paragraph:

K. 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.

Include when asbestos abatement work **is** part of the Contract. Delete if not applicable.

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.

This should be included if this is a WSDOT/SDOT type project where Manufacturer's Certificate of Compliance are used. Delete if not applicable.

SC-04.24 – CORRECTION OF WORK

It is expressly understood that the furnishing of a Manufacturer's Certificate of Compliance will not relieve the Contractor from the obligation to replace materials found defective after delivery to the project. All materials used on the basis of a Manufacturer's Certificate of Compliance may be sampled and tested at any time. Any material not conforming to the requirements will be subject to rejection whether in place or not

Add the following for Airfield Paving work. Delete if not applicable.

SC-04.29 - WARRANTIES

Add the following to the end of paragraph D:

Special Warranty Conditions: Paving work, including runways, taxiways, aprons, and ramps, that is completed within the Airfield Operations Area (AOA) is subject to special warranty conditions. The warranty for AOA paving work, as described herein, will commence on the date of Substantial Completion for the entire project and end one year thereafter. The Port will utilize completed paving work as required by the Contract Documents.

Add the following paragraphs if the PM/CM agree to Escrow the Bid Documents prior to the bid. In paragraph H. include the second sentence in brackets if the PM/CM agree to Escrow the Subcontractor Bid Documents. The PM/CM will agree on the percentage amount of the Contractors total Bid Amount.

SC-05.06 - REVIEW OF BID DOCUMENTATION

Add the following paragraph:

- H. This Contract requires the escrow of Bid Documentation from the Contractor [as well as the Bid Documentation from any Subcontractor whose subcontract quote was accepted by Contractor, included in Contractor's Bid, and constitutes at least twenty percent (20%) of Contractor's total Bid amount].
- I. Within ten (10) days of execution of the Contract, the Contractor shall submit the required Bid Documentation 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 15 inches and taller than 10 inches (so that it will fit in a standard legal size file cabinet), to which 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 Document shall be only as provided in G-05.06. The date and time of

delivery of the sealed package shall be coordinated with the CPO construction Office, which is located at 2529 S. 194th St, Seattle, WA 98188.

- J. The Port may require escrow of a Subcontractor's Bid Documentation at any time up to and including ten days following the date on which the Port is notified of the particular subcontract award. The categories of the subcontracted Work would typically be HVAC, plumbing, electrical and other (as designated by the Port). The Subcontractor's Bid Documentation shall be submitted in same manner as required for the Contractor. The date and time of delivery of the sealed package shall be coordinated with the CPO Construction office.

The submittal shall contain, in addition to the Bid Documentation, 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 in the sealed package.

SC-07.01 - CONTRACT TIME

This Contract includes the following Milestones:

- A. Contract Time is xxx days. Therefore, Contractor must achieve Substantial Completion within xxx days of the Contract Execution Date.
- B. Contractor must achieve Physical Completion within [60, 90, 120, xxx] days of Substantial Completion.

Use if there will be partial Substantial Completions of the Work. If Phases are used, describe the sequencing and the start date restriction in Summary of Work or on the drawings. Remember contract time starts at contract execution. Delete if not applicable.

- C. Contractor must achieve Partial Substantial Completion of the Work associated with [describe Phase #, SOW, etc] within xxx days [of contract execution, from the commencement of Phase x work, etc].

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

SC – 08.01 – ALL PAYMENTS SUBJECT TO APPLICABLE LAWS

Replace existing paragraph in GC 08.01 with 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.

SC-08.06 – EARLY USE, SUBSTANTIAL COMPLETION; PHYSICAL COMPLETION

Delete if there are no special O&M services that are required between partial Substantial Completion and Substantial Completion. Delete if not applicable.

Add the following subparagraph to paragraph C:

3. The Contractor shall provide, as a part of the Contract and at no additional cost to the Port, operation and maintenance services for the following equipment and systems after partial Substantial Completion and through Substantial Completion of the Contract:
 - a. ☐
 - b. ☐
 - c. ☐

Add the following Article to G-09.03 if DRB is used, delete if not applicable. Not used on small works.

SC-09.03 - DISPUTE RESOLUTION BOARD

- A. If the Level II Meeting does not resolve the claim, the matter shall be referred to the Dispute Resolution Board (DRB).
- B. Composition of the DRB. The DRB shall consist of one member selected by the Port and one member selected by the Contractor. Each of these members shall be selected within 60 days of the Contract Execution Date. These two members shall, within 30 days of the date on which the second is selected, choose the third member who will chair the DRB. If the two members cannot agree on the third member, both members will be rejected and the selection process will start over again.
 1. Qualifications. All DRB members must be experienced with the type of construction involved in this Contract and interpretation of similar contract documents.
 2. Conflicts of Interest. No member of the DRB shall have any conflict of interest that would prevent the member from impartially serving on the DRB. No member shall have a financial interest in the Contract, except for payment for service on the DRB. No member shall have been an employee, worked for either party, or worked for any entity with a financial interest in the Contract within a period of two years prior to award of this Contract, except that service as a member of other Dispute

- Review Boards on other contracts will not preclude a member from serving on the DRB for this Contract. All prospective members of the DRB shall make full disclosure of all financial interest in, or other involvement with, the Work of any entities associated with the Work, including any close professional or personal relationships.
3. Termination of any Member. Service of a DRB member may be terminated at any time, with not less than 10 days written notice, as follows:
 - a. The Port may terminate service of the Port-appointed member.
 - b. The Contractor may terminate service of the Contractor-appointed member.
 - c. The Chair's service may be terminated only by agreement of the other two members.
 4. Replacement of any Member: If a member of the DRB needs to be replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment process shall begin promptly upon determination of the need for replacement, and shall be completed within 20 days.
 5. Agreement Form. The Port and the Contractor shall, to the extent necessary, execute an agreement with the selected DRB members under which the DRB members will be compensated and by which the Port and the Contractor will indemnify, hold harmless and otherwise defend the DRB members from claims arising from their service.
- C. Frequency of DRB Meetings: Once formed, the DRB will meet [monthly, quarterly] at or near the job site. This meeting will coincide with the project progress meetings, which the DRB will attend, and be followed by a job site walk. The parties may, by agreement, increase or decrease the frequency of the DRB meetings as necessary given the anticipated needs of the Project.
- D. Cost of the DRB. Compensation and expenses for the DRB shall be borne equally by the Port and the Contractor. For day to day operations not including dispute hearings, the Port shall bear the cost of the member of the DRB that it selects plus one-half of the cost of the third member (i.e. Chair) of the DRB. The cost of hearing a dispute shall be borne equally by all parties involved (i.e., Port, Contractor and Sub-contractor(s)). The Port's portion of the cost of the hearing shall be paid by the Contractor and reimbursed by the Port as a Change Order. The Port shall at its cost provide conference facilities for all meetings of the DRB. Notwithstanding the foregoing, the Contractor may pass the cost of the DRB members for which it is responsible in connection with a specific Claim through to a Subcontractor or Supplier on whose behalf and for whose benefit the Contractor has submitted the Claim.
- E. Hearings. Matters presented to the DRB for resolution shall be resolved through hearings. Unless otherwise agreed by both the parties and the DRB, the DRB shall only consider matters of entitlement. While the DRB may provide limited, qualitative guidance in connection with its opinion on entitlement, the DRB will not be asked to opine on or otherwise quantitatively determine matters of quantum. (For example, the DRB might offer: "the issue presented is a close one on which the DRB would expect the impact to be modest, but it rules in favor of...").
1. Hearings by the DRB may be formal or informal. In a formal hearing, the parties' positions are generally set forth in detail and in writing prior to the time the DRB

establishes for argument. In an informal hearing, the parties' positions are generally presently orally (or very briefly, in writing) with little supporting documentation. Informal hearings may, by the agreement of the Port and the Contractor, be requested at any time and, unless otherwise agreed, will typically be held in conjunction with the next quarterly meeting of the DRB. Formal hearings shall be held after completing the Level II disputes resolution process. Formal hearings may also be held by the agreement of the Port and the Contractor.

2. In connection with its hearings, the DRB may request written documentation and arguments from both parties prior to the hearing. A party furnishing written documentation to the DRB must furnish a copy to the other party at the same time. Documentation shall be provided reasonably in advance of any hearing to permit the DRB and to other party to review and respond to such materials.
 3. The Port and the Contractor shall be represented at all hearings by their respective construction management personnel. Lawyers and claims consultants may participate only by agreement of both parties and the DRB. The Port and the Contractor shall each be afforded an opportunity to be heard and offer relevant information/evidence. The DRB and its members may ask questions, seek clarification, or request further data from either party. A refusal by a party to provide information requested by the DRB will be considered negatively by the DRB in providing its opinion. The DRB may adopt any other rules applicable to its proceedings that it deems necessary; provided, however, any such rule shall not supersede the requirements of this Paragraph.
 4. On or after the hearing, the DRB shall provide its opinion on the matter. While the DRB may, in appropriate cases, provide its opinion orally following the hearing, the DRB shall always issue a written document setting forth its opinion and reasoning in sufficient detail that the parties may reasonably understand them. The written opinion, however, may be short and need not set forth legal authorities or a recount of the evidence to support it. Particularly in informal hearings, the speed of the opinion is frequently more important than the detail of the opinion. If a unanimous opinion proves impractical, the dissenting member may prepare a minority report.
- F. Although both parties should strongly consider the opinions offered by the DRB, those opinions are *not* binding. Moreover, those opinions shall *not* be admissible in connection with any subsequent legal proceeding initiated by either party. No member of the DRB shall be called by either party as a witness as to anything that may have been said or otherwise occurred during a regular DRB meeting or any hearing. Any written materials submitted or statements made to the DRB shall, however, be admissible to the extent otherwise allowed by applicable law.

Add the following subparagraph if work is on the AOA. Delete if not applicable.

SC-10.04 - PORT'S RIGHT TO SUSPEND WORK

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

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-10.07 - PORT'S RIGHT TO WITHHOLD PAYMENT

Replace paragraph B with the following:

- B. 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.

Specify when Liquidated Damages will be imposed for failure to achieve partial Substantial Completion Milestones (whether phases are used or not). Delete if not applicable.

SC-10.10 - DAMAGES FOR UNEXCUSED DELAYS BY THE CONTRACTOR

This Contract includes the following Liquidated Damages:

The liquidated damages for failure to achieve Substantial Completion Milestone shall be **xxx** dollars (**\$xxx**) per day.

The liquidated damages for failure to achieve Physical Completion Milestone shall be **xxx (\$xxx)** per day.

The liquidated damages for failure to achieve Partial Substantial Completion Milestone of the Work associated xx Milestone shall be xxx dollars (\$xxx) per day.

Engineers: Forward Risk Management the Scope of Work, project schedule, and engineer's estimate to determine exact limits and special coverage that apply to this that are above and beyond the GC 11.04.

Allow for a five day turn around.

SC-11.04 - CONTRACTOR LIABILITY INSURANCE

- A. 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.
1. 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.
 2. 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).
 3. 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.
 4. 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.
 5. Certificates of Insurance shall list each deductible or retention in excess of \$25,000 for each line of required insurance coverage.
 6. 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.
 7. 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.

8. 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.
 9. 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.
 10. 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.
 11. 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.
 12. 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.
- B. 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.
 - a) Completed operations coverage shall continue for **3 (three) 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.

- b) 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.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.
- a) The Port shall be included on the policy form as an insured; or an additional insured endorsement shall be provided.
 - b) 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.
- a) 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.
 - b) 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 assured, 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 assured on all policies which apply to the vessel(s) used to complete the Work.
- C. 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.
- D. 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.
 1. 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.
 2. 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.

3. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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 Section G-11.04 and the Supplementary Conditions of this contract. Coverage shall be maintained until the corrections to the Work have been accepted by the Port.
- K. 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.

Delete SC 11.05 if the project cost is under \$50 million.

To Engineer: There are no changes relative to SC's for G-11.05 for projects under \$50 Million. If a project exceeds \$50 Million, the Port will evaluate purchasing a separate builder risk policy, and if this is done, a modification will be made to the SC's below.
Allow for a five day turn around.

SC-11.05 – PORT PROPERTY INSURANCE

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