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.

1. CIVIL RIGHTS - GENERAL (Reference: 49 USC § 47123):

The Port of Seattle, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterpriseswill be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

* 1. GENERAL CIVIL RIGHTS PROVISIONS
     1. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
     2. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

1. CIVIL RIGHTS – TITLE VI ASSURANCES:
   1. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:
      1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
      2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
      3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
      4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
      5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
         * 1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
           2. Cancelling, terminating, or suspending a contract, in whole or in part.
      6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

* + - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
    - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
    - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance)
    - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
    - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
    - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
    - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
    - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
    - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
    - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
    - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

1. COMPLIANCE WITH RESOLUTION 3668 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT REQUIREMENTS:
   1. The Contractor shall ensure that the requirements of Resolution 3668, attached, are contained in each and every subcontract, binding each and every Subcontractor and Supplier at all tiers to comply with Resolution 3668.

Small Works: Delete Subcontractor Bidding Report Requirements.

1. SUBCONTRACTOR BIDDING REPORT REQUIREMENTS:
   1. Each Bidder shall sign and include with its Bid a copy of the “SUBCONTRACTORS BIDDING REPORT.”
   2. This information is collected to develop a statistic on EEO program effectiveness. The intent is to collect data for future disparity studies and to better understand the composition of the work force ready, willing and able to perform for purposes of our Federal DBE requirements (49 CFR 26.45 2 (c) 2).
   3. Bidders shall list all prospective subcontractors who were contacted and asked to provide a subcontract bid for this project.

Small Works: Delete Electronic Payroll Information (EPI).

1. ELECTRONIC PAYROLL INFORMATION REPORTING REQUIREMENTS:
   1. The prime Contractor shall submit to the Port, for each of its subcontractors at any level, the end date “date work completed”. The information shall be submitted monthly on the EPI (Electronic Payroll Information) form.
   2. The prime Contractor shall submit to the Port, Employee and Work Hour Records (Electronic Payroll Information (EPI), for itself and every subcontractor and supplier required to pay prevailing wages, for each week from the time work starts on the project until completion. Employee Record and Work Hour record electronic files (EPI) shall be in weekly increments but submitted monthly to the CPO Systems Administrator. The electronic records shall be submitted in accordance with the following:
      1. Direct entry on the CDS website: http://hosting.portseattle.org/cds/
      2. By submitting Electronic Payroll (EPI), you certify:
         1. That any payroll otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conforms with the work performed.
         2. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
         3. That where fringe benefits are paid to approved plans, funds, or programs, in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed below have been or will be made to appropriate programs for the benefits of such employees.
         4. **The willful falsification of any of the above statements may subject the Contractor to civil or criminal prosecution.**
2. REPORTING OF AMOUNTS PAID TO ALL SUBCONTRACTORS
   1. The Contractor shall submit Monthly Amounts Paid (MAP) every month. This data shall be entered directly on the CDS website: http://hosting.portseattle.org/cds/. The Prime Contractor, Subcontractors and all lower tier Subcontractors shall include Subcontractors and Suppliers data on this form. The purpose of this document is to support data collection needed to evaluate the requirements outlined in Document 00 70 00 General Conditions G-04.06 (prevailing wages), G-08.03 (certification of payment), and Document 00 89 00 (Women and Minority Business Enterprise (WMBE) utilization).

If Federal Project Replace Paragraph A above

* 1. The Contractor shall submit Monthly Amounts Paid (MAP) every month. This data shall be entered directly on the CDS website: http://hosting.portseattle.org/cds/. The Prime Contractor, Subcontractors and all lower tier Subcontractors shall include Subcontractors and Suppliers data on this form. The purpose of this document is to support data collection needed to evaluate the requirements of prevailing wages, certification of payment, and DBE utilization.
  2. The Contractor shall submit, upon request, proof of payment to all such Subcontractors. If requested, documentation shall be submitted within ten (10) working days.

If not DBE project, then delete the following paragraphs related to DBE

1. DISADVANTAGED BUSINESS ENTERPRISES - (Reference: 49 CFR part 26) The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Port of Seattle to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
2. **Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. which may include, but is not limited to:
3. Withholding monthly progress payments;
4. Assessing sanctions;
5. Liquidated damages; and/or
6. Disqualifying the Contractor from future bidding as non-responsible.
7. **Prompt Payment (§26.29**)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Port of Seattle. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Port of Seattle. This clause applies to both DBE and non-DBE subcontractors.
8. **Termination of DBE Subcontracts (49 CFR § 26.53(f);)**

The prime contractor must not terminate a DBE subcontractor listed in response to 1.09 without prior written consent of Port of Seattle DBELO. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of Port of Seattle DBELO. Unless Port of Seattle DBELO consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Port of Seattle may provide such written consent only if Port of Seattle agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Port of Seattle DBELO its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Port of Seattle, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Port of Seattle and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Port of Seattle should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Port of Seattle may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If it’s a GC/CM with DBE, then delete the following 3 sections as this info is contained in the 00 89 01 document: 1.08 DBE PARTICIPATION REQUIREMENTS, 1.09 Compliance with Participation Requirements During Bidding & 1.10 ONGOING COMPLIANCE FOR TERM OF THE CONTRACT

1. DBE PARTICIPATION REQUIREMENTS:
   1. The Port has determined that this Contract has subcontracting possibilities which provide opportunities for participation by DBE firms and has established the following as requirements for participation on this Contract.

DBE FIRMS [\_\_\_] PERCENT, ([\_\_\_]%).

* 1. Firms must be certified DBE firms by the State of Washington at the time of bid.
  2. The percentage requirement for participation on this contract applies to the total contract amount as adjusted to include: Basic Bid, all alternates as may be awarded, approved change orders and overruns/under runs of unit price quantities.

If not DBE project, then delete the following paragraph “Compliance with Participation Requirements During Bidding”

1. COMPLIANCE WITH PARTICIPATION REQUIREMENTS DURING BIDDING:
   1. Responsibility. Bidders are required to meet the Port’s Contract participation requirements or document, as provided in 49 C.F.R. §26.53, Good Faith Efforts (GFE) to meet the participation requirement. A Bidder will be deemed not responsible if it has not met all of the Contract participation requirements or documented GFE to meet the participation requirements. Although Bidder commits to meeting the participation for the total contract amount, Bidder’s responsibility will also be determined by submission and reference to meeting participation of work to be awarded at the time of Award.
   2. Certification of Firms: Only firms which are currently certified at the time of bid by the State of Washington (OMWBE) as DBE’s shall be considered by the Port in meeting its participation goals. To determine whether a firm is in fact certified by the State of Washington, a Bidder shall contact the State OMWBE at (360) 664-9750 or online at [www.omwbe.wa.gov/](http://www.omwbe.wa.gov/). Bidders and firms applying to the State OMWBE for Certification are advised that certification at times requires detailed analysis. It is the Bidder’s responsibility to ensure that all firms used in satisfying the participation goals have been certified by the State OMWBE at the time of the Bid, and any failure to do so, which causes the Bidder’s DBE contract participation to drop below the stated DBE participation requirement, will (in the absence of documented GFE) render the Bidder not responsible.
   3. Required Information: As a condition of responsibility, the apparent low Bidder must submit the following information on the forms provided herein within five days after bid opening.
      1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
      2. Contact person and phone number or email address;
      3. If firm is a second tier subcontractor, the name, address, phone number and contact person of the subcontractor with which the firm has an agreement.
      4. Certification Status: subcontractor/contractor; manufacturer; supplier/distributor.
      5. A description of the work that each DBE firm will perform;
      6. The dollar amount of the participation of each DBE firm listed under (1);
      7. Submit Letter of Intent form (Document 00 83 00\_11b) from Bidder that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal;
      8. DBE Program Material & Supplier Commitment Agreement Form (00 83 00.13) from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment
   4. Good Faith Efforts: In the event that a bidder is unable to meet the contract participation requirements, the Bidder shall document its Good Faith Efforts on the “Documentation of Good Faith Efforts” forms attached to this Document. The Bidder shall submit the “Documentation of Good Faith Efforts” forms, and any attachments, with the bid. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. The Port may consider additional evidence of GFE submitted after this deadline if requested by the Port Fulfillment of Goals
      1. The Port will be guided by 49 C.F.R. Part 21 and 49 C.F.R. Part 26 in determining participation or good faith efforts to meet the participation requirements.
      2. Work performed by a firm will be counted as fulfilling participation requirements only if the firm is certified at the time of bid.
      3. A certified firm which is a conduit or pass through or which is not performing a commercially useful function will not be considered toward fulfillment of the Contract participation goals.
      4. It is the Bidder’s responsibility to provide participation in amounts sufficient so that when participation is counted in compliance with the applicable regulation the net counted participation is sufficient to meet the goals established for this project.
   5. Substitutions Prior to Award: Prior to award, the bidders will be allowed to substitute a different certified firm for any certified firm whose name was initially submitted to the Port only if the original firm certifies to the Port, in writing, that it cannot perform the work or the Port requests a substitution for that certified firm. In making a substitution, a Bidder may not in any way change its bid.
   6. No Restrictions: Bidder may not restrict a certified firm from providing quotations to other Bidders.

If not DBE project, then delete “Ongoing Compliance for Term of the Contract.”

1. ONGOING COMPLIANCE FOR TERM OF THE CONTRACT:
   1. By executing the Contract, the Contractor agrees that it will, during the term of the Contract, comply with the requirements of this Section.
   2. During the term of the Contract, a certified firm which is a conduit or pass through or which is not performing a commercially useful function will not be considered toward fulfillment of the contract participation requirements, and any such firm must be replaced by a certified firm approved by the Port.
   3. During the term of the Contract, a certified firm which subcontracts work to non-certified firms will not be counted toward fulfillment of the Contract participation requirements in strict compliance with 49 CFR SUBTITLE A **§**26.55. Only the subcontracted work to a non-certified firm cannot be counted. DBE firm must self perform 30% to be performing commercially useful function.
   4. During the term of the Contract, the Contractor will be allowed to substitute a different certified firm for a certified firm whose name was initially submitted to the Port only if the original firm attests to the Port that it cannot perform the work, or if the Port requests or approves a substitution of a certified firm.
   5. During the term of the Contract, the Contractor must maintain the participation percentage requirements of this Contract. The percentage requirement for participation on this contract must be maintained in relation to the actual total contract cost as adjusted, including all alternates, approved change orders and overruns/under runs of unit price quantities.
   6. During the term of the Contract, failure of the Contractor to comply with any of the requirements of this Section may be deemed by the Port to be a breach of contract, and the Port reserves all of the rights provided by law to remedy such breach.
      1. The listed DBE subcontractor fails or refuses to execute a written contract;
      2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from bad faith or discriminatory action of the Contractor;
      3. The listed DBE subcontractor fails or refuses to meet the Contractor’s reasonable nondiscriminatory bond requirements;
      4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
      5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1,200 or applicable state law;
      6. The Port has determined that the listed DBE subcontractor is not a responsible contractor;
      7. The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal;
      8. The listed DBE is ineligible to receive DBE credit for the type of work required;
      9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
      10. Other documented good cause that is determined to compel the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE contractor was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
          1. Termination process -When terminating or reducing scope of work of an DBE, contractor must be sure to comply with the 5-day notice requirement in 49 CFR 26.53(f)(4) and any projects or Port specific requirements. Contractor shall provide the DBE firm with written notice of the intent to terminate, copying the Port of Seattle, Director of Diversity in Contracting. The DBE firm has five days to respond.  If a response is provided and addresses the deficiencies of the termination then termination is null and void.  If no response is provided, contractor shall request termination from the Port of Seattle, Director of Diversity in Contracting.  Once termination has been approved, contractor must request in writing a substitution/replacement of DBE firm. Must make good faith effort to replace a DBE firm with a DBE firm.

If not DBE project, then delete the following “Certified Payroll” paragraph.

1. CERTIFIED PAYROLL
   1. The Port’s authority to request and collect payrolls is derived from 29 CFR, Part 3. The Copeland “Anti Kickback” Act requires every Contractor and Subcontractor to submit certified payrolls and the Act also regulates permissible payroll deductions. Certified payrolls are required to be submitted weekly beginning with the first week that the Contractor works on the project and for every week thereafter until the work is completed. It is suggested that the payrolls are numbered starting with no. 1 and the last payroll marked “Final.”
   2. Payroll Retention - Every Contractor (including every subcontractor) must keep a complete set of its own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed.
   3. The prime Contractor must keep a complete set of all payrolls for itself and every subcontractor for at least 3 years after completion of the project.
   4. Payroll Inspection - In addition to submitting payrolls to the Port, the contractor (including its subcontractors) must make its own copy of the payrolls and other basic records available for review or copying to any authorized representative of the Port of Seattle.

Do Not Delete 1.13 Payroll Information A & B

1. PAYROLL INFORMATION
   1. The Port’s authority to request and collect certified payrolls is derived from WAC 296.127.320. Upon request by the Port, the Contractor and each of its subcontractors shall be required to submit certified payrolls. Failure to meet this requirement would be a violation of RCW 39.12.050 Payroll Retention - The contractor (including every subcontractor) must keep a complete set of its own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments, in accordance with WAC 296.127.320, for at least 3 years from the date of acceptance of the public works project by the Port.
   2. Payroll Inspection - In addition to submitting payroll information to the CPO Systems Administrator, every Contractor (including subcontractors) must make its own copy of the payrolls and other basic records available for review or copying to any authorized representative of the Port of Seattle.

Small Works: EPI is not required - Delete

* 1. Electronic Payroll Information (EPI) - EPI shall be submitted simultaneously with the monthly payment request, typically for the same time period payment is requested for. EPI submissions provide data to support key labor agreements, such as the Project Labor Agreement (PLA) and Apprenticeship programs. Should the Contractor fall behind, fail to provide correct data and/or data format, or completely fail to comply; some of, but not limited to, possible remedies are: correcting the EPI submittals with Port staff and back charging the Contractor by deductive unilateral change order; or engaging a construction accounting firm to audit/review the delinquent Contractor’s payroll records, at the Contractor’s expense, to extract the required information in the required format with a resulting deductive unilateral change order will be made to compensate the added expense to the Port.

End of Document