

SUPPLEMENTARY CONDITIONS
(Washington State Version)

The following supplementary conditions change portions of Document Number 00700, General Conditions, as noted. When any provision is changed, the unaltered provisions shall remain in effect.

Note to Specifier

Prepare Supplementary Conditions to modify provisions in the General Conditions when required by the Owner or by law. Supplementary Conditions should be used to modify insurance limits or other insurance requirements if requested by the Owner.

Note to Specifier

The following provision is appropriate for pipeline projects in public right of ways.

SC-3.4 Insert the following sentence between the first and second sentences in paragraph 3.4.

"Existing service laterals and appurtenances may not be shown and shall be located by the Contractor based on the presence of other visible facilities such as buildings, meter boxes, valve boxes, junction boxes and similar features."

Note to Specifier

If the Owner wishes to change the Liability Insurance limits in General Conditions paragraph 4.3, the following may be useful.

SC-4.3 The limits of liability for the insurance required by paragraph 4.3 of the General Conditions shall be changed to provide coverage for not less than the following amounts or greater where required by laws and regulations.

4.3.1 Workers' Compensation, etc., described under paragraph 4.3.1 of the General Conditions.

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory
- (3) Employer's Liability: \$ _____

4.3.2 Comprehensive General Liability described under paragraph 4.3.2 of the General Conditions.

- (1) Bodily Injury (including completed operations and products liability):
 \$ _____ Each Occurrence
 \$ _____ Annual Aggregate
- Property Damage:
 \$ _____ Each Occurrence
 \$ _____ Annual Aggregate
 or a combined single limit of \$ _____
- (2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (3) Personal Injury, with employment exclusion deleted
 \$ _____ Annual Aggregate

4.5.3 Comprehensive Automobile Liability described under paragraph 4.3.3.

- Bodily Injury:
 \$ _____ Each Person
 \$ _____ Each Occurrence
- Property Damage:
 \$ _____ Each Occurrence
 or combined single limit of \$ _____

4.5.4 Property Damage described under paragraph 4.3.4:
 \$ _____ Each Occurrence
 \$ _____ Annual Aggregate
 \$ _____ Deductible Not Greater Than

4.6 *[Here list additional types and amounts of insurance that may be required by OWNER.]*

Note to Specifier

- *Insurance coverage for explosion under the All Risk insurance specified in General Conditions paragraph 4.3.4 is limited to loss by explosion of accumulated gases or unconsumed fuel within the combustion chamber or flue of a fixed vessel. Loss resulting from the explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or other pressure vessels is covered by Steam Boiler and Machinery Insurance. If Boiler and Machinery insurance is wanted it can be added by SC4.3.5 which should describe the required coverage including the insured's liability for damage to the property of others and bodily injury.*
- *The Owner may also wish to carry Loss of Use Insurance to cover its loss due to inability to occupy and use the facility because of damage to all or a portion of the project while under construction. Loss of use coverage is not provided by All Risk insurance.*

SC 4.3.5 Replace paragraph 4.3.5 with the following:

"The Contractor shall purchase and maintain such Boiler and Machinery Insurance as required to insure against the perils of explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or other pressure

vessels. Boiler and Machinery Insurance shall provide full replacement cost coverage for all damage or physical loss to insured property and to uninsured property damaged by the insured event and shall provide liability insurance coverage (with at least the limits stipulated in General Conditions paragraph 4.3.2) to protect the Owner, the Engineer and the Design Engineer from claims for damage or physical loss of property belonging to others or to bodily injury resulting from an insured event. Boiler and Machinery Insurance shall also insure against loss to the Owner resulting from the Owner's inability to occupy and use the premises due to construction delays occasioned by an insured event. The objects insured are the *[steam boilers and all related steam pressure piping]* *[_____]* provided under the Contract Documents."

Note to Specifier

The following clause is required for all Washington Public Works.

SC-5.4 Add the following to the end of paragraph 5.4:

"Contractor stipulates that in accordance with RCW 39.12.030, all laborers, workers, or mechanics in each trade or occupation employed for the Work, either by the Contractor, any subcontractor (or lower tier), or other person doing or contracting to do the whole or any part of the Work, shall be paid not less than the hourly minimum prevailing rate of wage."

SC-5.32 Replace paragraph 5.32 with the following:

"To the fullest extent permitted by RCW 4.24.115 and any other applicable law, the Contractor shall defend, indemnify and hold harmless the Owner, the Engineer, the Design Engineer, and each of their officers, directors, shareholders, employees, partners, agents, and consultants from and against any and all claims, damages, losses and expenses (for damages that arise out of bodily injury to persons or damage to property), including attorney's fees and costs to enforce this provision, arising out of or connected with the Work only to the extent of the negligence of the Contractor, its agents and employees.

To the fullest extent permitted by RCW 4.24.115 and any other applicable law, the Contractor shall defend, indemnify and hold harmless the Owner, the Engineer, the Design Engineer, and each of their officers, directors, shareholders, employees, partners, agents, and consultants from and against any and all claims, damages, losses and expenses (for damages that do not arise out of bodily injury to persons or damage to property), including attorney's fees and costs to enforce this provision, arising out of or connected with the Work including but not limited to any act or omission, not just to willful and negligent misconduct, whether caused in whole or in part by: a) the Contractor, its subcontractors, suppliers, materialmen, or their agents and employees, or b) any indemnitee, if permitted by law.

Contractor expressly waives its immunity under industrial insurance, Title 51 RCW or any other similar state or federal workers' compensation or industrial insurance law. **The parties stipulate and represent that this waiver has been mutually**

negotiated, is a material provision in this Agreement and that each indemnitee has relied upon such waiver."

SC-5.33 Delete paragraph 5.33.

SC-5.34 Delete paragraph 5.34.

SC-7.3 Add the following to paragraph 7.3:

"Contractor stipulates that the Engineer and Design Engineer have not assumed by contract any responsibility for safety practices in, on or about the site and Contractor shall not request, imply or represent that Engineer or Design Engineer actually exercise control over any portion of the premises."

Note to Specifier

The following clause is required when Base Bidding of Equipment and/or Systems is used. See Bid Form Document Number 00300 Article 3(k) and Base Bid Equipment and Systems List Document Number 00412.

SC-8.2 Omit the period at the end of the second sentence of paragraph 8.2 and add:

"... unless the item or system is included on the Base Bid Equipment and Systems List in which case Equipment and Systems by alternate makers proposed by the Contractor will be considered at the sole option of the Owner. If alternate equipment or systems are accepted, the Contract Price will be adjusted by Change Order in an amount equal to the difference in price quoted by the Contractor on the Base Bid Equipment and Systems List."

SC-11.1.3 Replace the next to last sentence in paragraph 11.1.3 with the following:

"Wet Days are defined as days that have at least 1.0 inch of rainfall."

Note to Specifier

The following clauses (SC-13.2 and 13.4) are required for all Washington Public Works.

SC-13.2 Add the following to the end of paragraph 13.2:

"Contractor shall submit a 'Statement of Intent to Pay Prevailing Wages' as required by RCW 39.12.040 (1)(a) and (b) with each Application for Payment and as a condition precedent to payment."

SC-13.4 Replace paragraph 13.4 with the following:

"In accordance with RCW 39.76.011 within 8 working days after receipt of the Application for Payment, the Engineer will either issue a Recommendation for Payment for such amount as the Engineer determines is due or will notify the Contractor and Owner why the Engineer is recommending that part of all of the payment be withheld and what remedial actions must be taken by the Contractor to receive the withheld payment. Retainage to be withheld by the Owner will not

exceed 5% of the money earned by the Contractor in accordance with
RCW 60.28.011."

END OF SUPPLEMENTARY CONDITIONS