

DOCUMENT NUMBER 00800

SUPPLEMENTARY CONDITIONS

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.

SC-2.1 Add the following to the end of paragraph 2.1:

“Said Contract Documents shall include the requirements of any other Contract included herein and intended to be assigned to the Contractor, as Specified in Section 004XX.”

SC-3.7 Revise the 8<sup>th</sup> line of paragraph 3.7 to read:

“Contract Documents, or (3) material that the Contractor”

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

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-5.10 Replace paragraph 5.10 with the following:

“The Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received. The Contractor shall secure the building permit and obtain and pay for any other permits and government fees, licenses and government required inspections necessary for proper execution and completion of the work except for those permits paid for by the Owner. The Owner will pay for plan review fees, and the building, mechanical, plumbing, and electrical permits.

SC-5.15 Replace the last sentence of paragraph 5.15 with the following:

“The submittal shall be graphic and in electronic format (CD-ROM).”

SC-5.16 Replace the last sentence of paragraph 5.16 with the following:  
"The submittals shall be graphic and in electronic format (CD-ROM)."

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."

SC-7-8 Revise the second sentence of paragraph 8.3 to read:

"The Contractor shall use the Request for Information form, *included within Specification Section 01999 Reference Forms.*"

SC-7.8 Add the following sentence at the end of paragraph 7.8:

"Exhibit GC-1 is attached in Section 01999."

SC-7.9 Add the following paragraph at the end of Article 7:

**“Request for WWTP Operations Interruption**

The construction site is also a functioning and operable WWTP as permitted by the State of Washington and must not have its operations hindered or interrupted without sufficient notice. A request, submitted at least seven (7) calendar days in advance of the event, for any interruption of existing WWTP operations, shall be made utilizing the form *included within Specification Section 01999 Reference Forms.*”

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-8.3 Revise the first sentence of paragraph 8.3 to read:

“Proposed Equivalent items must be submitted as required for Product Data submittals on the form *included within Specification Section 01999 Reference Forms* and shall include adequate technical information to fully describe the function and quality of the item.”

SC-8.3 Add the following sentence at the end of paragraph 8.3.

“Exhibit GC-3 is attached in Section 01999.”

SC-8.8 Revise the first condition under “The Contractor warrants:” to read:

“1. Work or items submitted are complete, accurate and meet the requirements of the Contract Documents, or else any deviations are identified and described in a separate letter accompanying the submittal form *included within Specification Section 01999 Reference Forms.*”

SC-8.12 Revise the first sentence of paragraph 8.12 to read:

“The Engineer’s Favorable Review of a re-submittal does not include a review of changes made by the Contractor to a previous submittal that were not requested by the Engineer unless the Contractor specifically calls the Engineer’s attention to the non-requested changes, in a separate letter accompanying the re-submittal of the submittal form *included within Specification Section 01999 Reference Forms.*”

SC-9.4 Replace the last sentence for the first paragraph of paragraph 9.4 with the following:

“Implied in every Change Order, unless expressly reserved by the Owner or Contractor, is a waiver of all known and unknown claims arising out of the Change

Order, including a waiver of any state or federal statutes or common law principles of similar effect to the following:"

"GENERAL RELEASE CLAIMS EXTINGUISHED.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

SC-9.12 Revise the first line of paragraph 9.12 to read as follows:

"When both additions and deletions are related"

SC-10.1 Add the following to the end of paragraph 10.1:

"Contractor shall submit any written claim by utilizing the Project Claim Form *included within Specification Section 01999 Reference Forms.*"

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."

SC-12.10 Replace the heading with the following:

**"Tests and Inspections Do Not Reduce Contractor's Responsibility for Performance"**

SC-13.2 Revise the fourth sentence of paragraph 13.2 to read:

"When the amounts proposed are acceptable to the Engineer, the Contractor shall prepare and submit within 3 days, the Application for Payment form, *included within Specification Section 01999 Reference Forms*, and Conditional Lien Releases from the Contractor, each subcontractor, supplier and materialman whose work is included in the Application."

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."

SC-16 Add new **Article 16 – Washington State Funding Provisions**

SC-16.1 Add new paragraph 16.1:

"It is anticipated that this project will be funded in part by the Washington State Department of Ecology's Centennial Clean Water Fund and/or State Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract."

SC-16.2 Add new paragraph 16.2:

"Third Party Beneficiary

All parties agree that the State of Washington shall be, and is hereby, names as an express third party beneficiary of this contract, with full rights as such."

SC-16.3 Add new paragraph 16.3:

"The contractor will provide for the safe access to the construction site and to the contractor's records by the Washington State Department of Ecology personnel."

SC-16.4 Add new paragraph 16.4:

"Protection of the Environment: No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed State or Federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the State of Washington, Department of Ecology."

END OF SUPPLEMENTARY CONDITIONS