These Supplemental Conditions form a part of, and are incorporated in, the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Supplemental Conditions.

# TIME OF COMPLETION AND LIQUIDATED DAMAGES

Indicate if project is phased with separate sub comp dates. Ideally, there is only 1 sub comp date for the entire project. If multiple sub comp dates are required please review with project director and director of contracting.

## The Work shall be commenced on the effective date specified in the Notice to Proceed and shall be substantially complete within a period not to exceed Click here to enter CONTRACT DURATION – spelled out. (Click here to enter CONTRACT DURATION - numerals.) calendar days. For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner $Click here to enter LIQUIDATED DAMAGES. for each calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved. The provisions of the General Conditions section 3.07, for liquidated damages, remain in effect.

# CONTRACTOR’S LIABILITY INSURANCE

Use the following language requiring the Contractor to provide evidence of Contractor’s Pollution Liability (CPL) insurance if the project includes the remediation, abatement, repair, maintenance, or other work with any of the following:

* Asbestos containing materials
* Lead-containing products (paint, coatings, components);
* Mercury;
* Underground storage tanks; or
* Other regulated materials.

If CPL is not required, add “(NOT USED)” at the end of “00 73 02 CONTRACTOR’S LIABILITY INSURANCE” and delete the language that follows up to 00 73 03.

## Add item 4 to Section 2.01.A as follows:

### 4. Contractor’s Pollution Liability. Contractor shall provide evidence of pollution liability (CPL) policy covering against claims arising from pollution conditions caused in the performance of all contract obligations and covered operations. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), cleanup costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if contractor’s scope of work (or subcontractor’s consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the contractor’s operations including coverage for sudden as well as gradual release arising from contractor’s operations including operations of any of its subcontractors of any tier. Such insurance shall include contractual liability coverage applicable to the indemnity provisions of this contract.

##### a. If the work involves remediation, abatement, repair, maintenance or other work with asbestos containing lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other regulated materials, the CPL policy shall not exclude such coverage, or a specific policy covering such exposure shall be required from the Contractor or the subcontractor performing such work.

##### b. If the work involves transporting regulated materials, a separate policy or endorsement to the CPL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of regulated materials is required from the Contractor or subcontractor performing such work.

## Such policy shall name the Owner as an additional insured, be primary and noncontributory, and provide at least 45 days notice of cancellation or non-renewal to the Owner. If the work is performed by a subcontractor and such coverage is provided by the subcontractor, coverage shall name both the Contractor and Owner as additional insureds.

Include COVERAGE LIMITS if Contractor’s Pollution Liability (CPL) Insurance is required. If a significant amount of regulated materials abatement work is included in the Project, consult with the director as to whether the specified limit is appropriate or should be increased. If CPL is not required, add “(NOT USED)” to “00 73 03 COVERAGE LIMITS” and delete the language that follows up to 00 73 04. For projects with significant asbestos or lead abatement consider raising the amounts to $5M per Claim and $5M per aggregate.

# COVERAGE LIMITS

## Add item F to Section 2.02 as follows:

## $2,000,000 each claim, $2,000,000 aggregate, Contractor’s Pollution Liability

Delete the following paragraph for projects with an estimated construction cost of less than $3 million. Projects greater than $3M should have these additional amounts

## Revise the General Liability insurance coverage amounts required in the General Conditions section 2.02 to $2,000,000 per occurrence and $5,000,000 in the aggregate.

Builder’s Risk Insurance is required for almost every project. Consult with the PDG Project Integrator or Project Manager to determine if Builder’s Risk is required, and if so, which of the 4 options should be used for this Project. Owner has the option of reducing the contractor deductible – discuss with your Director before reducing the deductible.

# BUILDER'S RISK

## Delete Section 2.06 A and B and replace with the following new Section 2.06 A:

Use Option 1a. when builder’s risk is procured using the hospital policy (UWMC ML & NW, HMC projects) above $5M

Owner will purchase and maintain Builder’s Risk property insurance in the amount of the Contract Sum including all Change Orders for the entire Work on a replacement cost basis until Substantial Completion. Contractor shall be responsible for all losses up to the policy deductible amount of $100,000 per occurrence. A Certificate of Insurance evidencing coverage will be provided upon request. Contractor is not required to obtain Builder’s Risk property insurance. All other provisions of the General Conditions Section 2.06, Builder’s Risk, remain in effect.  
  
If the Contractor believes it has a loss that is covered by Builder’s Risk/Property Insurance, and it is likely to exceed the policy deductible, the Contractor shall notify the Owner within 48 hours.

Use Option 1.b when builder’s risk is procured using the Master Builder’s Risk Policy – Projects over $5M

Owner will purchase and maintain Builder’s Risk property insurance in the amount of the Contract Sum including all Change Orders for the entire Work on a replacement cost basis until Substantial Completion. Contractor shall be responsible for all losses up to the policy deductible amount of $10,000 per occurrence; $25,000 for all water damage from rain, sleet, snow or ice entering the building. A Certificate of Insurance evidencing coverage will be provided upon request. Contractor is not required to obtain Builder’s Risk property insurance. All other provisions of the General Conditions Section 2.06, Builder’s Risk, remain in effect.  
  
If the Contractor believes it has a loss that is covered by Builder’s Risk/Property Insurance, and it is likely to exceed the policy deductible, the Contractor shall notify the Owner within 48 hours.

Use Option 1.c when builder’s risk is procured using the HFS, Athletics, or Tower policies – Projects over $5M

Owner will purchase and maintain Builder’s Risk property insurance in the amount of the Contract Sum including all Change Orders for the entire Work on a replacement cost basis until Substantial Completion. Contractor shall be responsible for all losses up to the policy deductible amount of $250,000 per occurrence. A Certificate of Insurance evidencing coverage will be provided upon request. Contractor is not required to obtain Builder’s Risk property insurance. All other provisions of the General Conditions Section 2.06, Builder’s Risk, remain in effect.  
  
If the Contractor believes it has a loss that is covered by Builder’s Risk/Property Insurance, and it is likely to exceed the policy deductible, the Contractor shall notify the Owner within 48 hours.

Use Option 2 when builder’s risk is procured using the Mini-Builder’s Risk Policy – for all projects less than $5M

Owner will purchase and maintain Builder’s Risk property insurance in the amount of the Contract Sum including all Change Orders for the entire Work on a replacement cost basis until Substantial Completion. Contractor shall be responsible for all losses up to the policy deductible amount of $5,000 per occurrence for projects valued at $500,000 or less; and $10,000 per occurrence for projects valued at more than $500,000, and $25,000 for all water damage from rain, sleet, snow or ice entering the building for all projects. A Certificate of Insurance evidencing coverage will be provided upon request. Contractor is not required to obtain Builder’s Risk property insurance. All other provisions of the General Conditions Section 2.06, Builder’s Risk, remain in effect.  
  
If the Contractor believes it has a loss that is covered by Builder’s Risk/Property Insurance, and it is likely to exceed the policy deductible, the Contractor shall notify the Owner within 48 hours.

Include PERMITS REQUIRED if additional permits are required by the City of Seattle Department of Construction and Inspections or other reviewing agencies. List from the technical specifications (Divisions 02 through 49) any permits the Contractor is required to obtain. If no language is included, add “(NOT USED)” to “00 73 07 PERMITS REQUIRED”.

# PERMITS REQUIRED

## Enter text here, if applicable.

Include ENVIRONMENTAL MITIGATION if environmental mitigation is required by the City of Seattle Department of Construction and Inspections or other reviewing agencies. If no language is included, add “(NOT USED)” to “00 73 08 ENVIRONMENTAL MITIGATION”.

# ENVIRONMENTAL MITIGATION

## Enter text here, if applicable.

Include FINAL PAYMENT for all projects that have an asbestos component. Otherwise, add “(NOT USED)” to “00 73 09 FINAL PAYMENT” and delete language that follows up to 00 73 10”.

# FINAL PAYMENT

## Requests for final payment will not be processed until the post-job asbestos abatement submittal package has been reviewed and approved by the Owner and the Asbestos A/E.

For projects with an estimated construction cost less than $1 million, add “(NOT USED)” to “00 73 10 APPRENTICESHIP UTILIZATION REQUIREMENTS” and delete the language that follows up to END OF SECTION. Retain “END OF SECTION”.

# APPRENTICESHIP UTILIZATION REQUIREMENTS

PM should discuss with the PDG Director the appropriate penalties and incentives based upon the nature of the project and how likely it is for apprenticeship requirements to be met.

## 10.12 APPRENTICE UTILIZATION REQUIREMENTS

### A. The Contractor shall ensure that at least 15% of the total labor hours utilized on the project are performed by apprentices registered with the Washington State Apprenticeship and Training Council.

##### 1. Total labor hours include additional hours worked as a result of change orders.

##### 2. Total labor hours exclude hours worked by foremen, superintendents, supervisors, owners, and workers who are not subject to prevailing wage requirements. However, total labor hours shall include the hours worked by supervisors, foremen, and superintendents if it is determined they are subject to prevailing wage requirements pursuant to Washington Administrative Code (WAC) 296-127-015.

##### 3. Total labor hours includes all hours worked by the Contractor and all subcontractors on the Project.

### B. The Contractor shall meet or exceed the apprentice utilization requirements of the Contract Documents on all labor hours on the Project. The Owner has determined a monetary incentive of $\_\_\_\_\_\_\_\_\_ for meeting the goals, and a monetary penalty of $\_\_\_\_\_\_\_\_\_\_\_for not meeting the goals. Bidder should include costs associated with meeting the goals in their bid amount.

### C. The Contractor shall include the apprentice utilization requirements of Paragraph A, above, in all subcontracts executed for the Project.

### D. If, during the term of the Contract, the Contractor determines that it will be unable to meet the percentage utilization requirement in Paragraph A, above, the Contractor may make a written request to the Owner to reduce the required percentage. The request shall include documentation of:

##### 1. The demonstrated lack of availability of apprentices in specific geographic areas; and/or

##### 2. A disproportionately high ratio of material costs to labor hours, which does not make feasible the required minimum levels of apprentice participation; and/or

##### 3. Participating contractors have demonstrated a good faith effort to comply with the requirements of RCW [39.04.300](http://app.leg.wa.gov/RCW/default.aspx?cite=39.04.300) and [39.04.310](http://app.leg.wa.gov/RCW/default.aspx?cite=39.04.310).

### E. The Owner shall evaluate the request, and if appropriate, a change order shall be prepared by the Owner reducing the utilization requirement.

### F. With its monthly Application for Payment, the Contractor shall submit the Apprentice and Journey Level Worker Utilization Report on the form in Appendix A.

### G. The final apprentice utilization percentage is determined by the Affidavits of Wages paid as filed with Labor and Industries. The Owner will determine whether to apply the incentive of penalty once all Affidavits of Wages Paid are filed from Contractor and all subcontractors. Contractors are strongly encouraged to have subcontractors promptly file Affidavits of Wages Paid upon completion of their work.

00 73 11 BEE REQUIREMENTS

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***Specifier – Insert the paragraph below for all Critical Patient Care Roster projects.***

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Add item F to section 10.11 as follows:

1. Solicitation of Proposals

As required by RCW 28B.20.744(10), contractors shall solicit proposals from OMWBE certified firms. Within fourteen (14) days after the issuance of the Notice to Proceed, the Contractor shall submit to the Owner a report documenting that the Contractor solicited proposals from OMWBE certified firms. The report shall include the names and contact information for all firms, and the dates of solicitation.

END OF SECTION