

**SUPPLEMENTAL CONDITIONS
FOR WASHINGTON STATE FACILITIES CONSTRUCTION**
(Paragraphs keyed to the State’s General Conditions)

2.02 Replaces Section 2.02 – COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the state of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form.

B. Required Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

| | |
|---|----------------|
| Each Occurrence | \$1,000,000.00 |
| General Aggregate Limits (other than products – commercial operations) | \$1,000,000.00 |
| Products – Commercial Operations Limit | \$1,000,000.00 |
| Personal and Advertising Injury Limit | \$1,000,000.00 |
| Fire Damage Limit (any one fire) | \$50,000.00 |
| Medical Expense Limit (any one person) | \$5,000.00 |

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

| | |
|---|----------------|
| Each Occurrence | \$2,000,000.00 |
| General Aggregate Limits (other than products – commercial operations) | \$4,000,000.00 |
| Products – Commercial Operations limit | \$4,000,000.00 |
| Personal and Advertising Injury Limit | \$2,000,000.00 |
| Fire Damage Limit (any one fire) | \$50,000.00 |
| Medical Expense Limit (any one Person) | \$5,000.00 |

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.

5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

- a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

| | |
|------------------------|------------------|
| <u>EACH OCCURRENCE</u> | <u>AGGREGATE</u> |
| \$500,000.00 | \$1,000,000.00 |

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

3.02 Replaces Section 3.02 B – CONSTRUCTION SCHEDULE

B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

- Date of Notice to Proceed;
- Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
- Utility Shutdowns;
- Interrelationships and dependence of activities;
- Planned vs. actual status for each activity;
- Substantial completion;
- Punch list;
- Final inspection;
- Final completion, and
- Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

5.02 Replace Section 5.02 B – PERMITS, FEES AND NOTICES

B. The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid *directly to the permitting agency by the Owner*. ***Fees for these permits should not be included by the Contractor in his bid amount***

Add New Section 5.02 D – PERMITS, FEES, AND NOTICES

- D. The General Contractor Shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

Add New Section 5.04 H - PREVAILING WAGES

- H. For contracts entered into between September 1, 2010, and December 31, 2013 all **"Off-Site Prefabricated Non-Standard Project Specific Items"** shall be identified for all projects valued at \$1 million dollars or more as defined in EHB 2805 that amends RCW 39.04. "Off-site, prefabricated, nonstandard, project specific items" means products or items that are:
- a. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
 - b. Produced specifically for the public work and not considered to be regularly available shelf items;
 - c. Produced or manufactured by labor expended to assemble or modify standard items;
 - d. Produced at an off-site location outside Washington.

The information to be provided to the Department of Labor and Industries shall include:

- a. The estimated cost of the public works project;
- b. The name of the awarding agency and the project title;
- c. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside Washington, including labor and materials;
- d. The name, address and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

The contractor or subcontractor directly contracting for the off-site prefabricated items must submit this information as part of the affidavit of wages paid form filed with the Department of Labor and Industries. Contractors found to be out of compliance with the Department of Labor and Industries may be rejected as non-responsible. Subcontractors found to be out of compliance with the Department of Labor and Industries may be substituted at no additional cost to the Owner.

5.07 Replaces 5.07, Section A – SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and

hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.

2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.

5.20 Replace Paragraph B – SUBCONTRACTORS AND SUPPLIERS

- B. Prior to submitting the third Application for Payment, Contractor shall furnish in writing to Owner on Owner provided form(s) the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00. ***The Contractor shall designate all subcontractor and supplier participants which they believe to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract.*** Contractor shall utilize subcontractors and suppliers, which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. The Owner may direct the Contractor, at no additional cost to the Owner, to remove and substitute any subcontractor(s) found to be out of compliance

with the “Off-Site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the Department of Labor and Industries and as defined in EHB 2805 that amends RCW 39.04.

10.11 Add Part 10.11 – MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the state of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.

B. OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:

OMWBE, 406 South Water, P.O. Box 41160, Olympia, Washington 98504-1160, telephone (360) 753-9693

C. Eligible MWBEs or M/W firms

MWBE firms utilized for this project for voluntary MWBE goals may be certified by Washington State OMWBE or self identified as minority or women owned (M/W firm).

D. MWBE Voluntary Goals

The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.

E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).

F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall

submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.

- G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.
- H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in Section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- I. Bidders shall advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.
- K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

10.12 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320 the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more.

- A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-04).
- B. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at thum235@lni.wa.gov , to obtain information on available apprenticeship programs.
- C. For each project that has apprentice requirements, the contractor shall submit a **“Statement of Apprentice/Journeyman Participation”** on forms provided by the Department of General Administration, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all subcontractors by the Contractor. The data to be collected and submitted includes the following:
1. Contractor name and address
 2. Contract number
 3. Project name
 4. Contract value
 5. Reporting period “Notice to Proceed” through “Invoicing Date”
 6. Name and registration number of each apprentice
 7. Total number of apprentices and labor hours worked by them, categorized by trade or craft.
 8. Total number of journeymen and labor hours worked by them, categorized by trade or craft.
 9. Cumulative combined total of apprentice and journeymen labor hours.
 10. Total percentage of apprentice hours worked
- D. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
- E. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.