SUPPLEMENTAL CONDITIONS
FOR EASTERN WASHINGTON UNIVERSITY FACILITY CONSTRUCTION
(Paragraphs keyed to the State’s General Conditions)

2.01 CONTRACTORS LIABILITY INSURANCE - Replaces Section 2.01 A.1.

1. General liability on the CGL 00 01 10 01 form or its equivalent which will include:
   a. Completed operations/products liability;
   b. Explosion, collapse, and underground; and
   c. Employer’s liability coverage.

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 $1,000,000.00
      (other than products – commercial operations)
      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 $4,000,000.00

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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:

<table>
<thead>
<tr>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
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<tr>
<td>$500,000.00</td>
<td>$1,000,000.00</td>
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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.

b. 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.

2.04 AIA Payment Bond and Performance Bond forms A312 are required by the Owner for the work of this contract. These forms must be obtained from the Contractor’s bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 Add New Paragraph C. - ADDITIONAL BOND SECURITY “Contractor shall promptly furnish proof of additional security (bond rider) to protect Owner and persons supplying labor or materials required by the Contract Documents if:"

C. The contract amount is increased by 15% or more.

2.06 Builder’s Risk – Add the following at the end of paragraph 2.06 A: “For projects not involving New Building Construction, ‘Installation Floater’ is an acceptable substitute for the Builder’s Risk Insurance.”

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:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. 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 has exclusive right to this Float Time. It belongs to the project.

3.06 Replaces Section 3.05 A.6 – DELAY

Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten years:

A. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
B. Annual rainfall in excess of the highest annual rainfall experienced.
C. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
D. Annual snowfall in excess of the highest annual snowfall experienced.
E. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
F. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.

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.

5.04 Add New Paragraph F – PREVAILING WAGES

Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor’s first application for payment. As additional subcontractors perform work on the project, their approved Intent forms shall be submitted with the Contractor’s next application for payment.

The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.
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, 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 A – SUBCONTRACTORS AND SUPPLIERS

A. 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. 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.

7.01 Add Paragraph F – CHANGE IN THE WORK

F. 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.

2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

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10.10 Add new Section - **MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION**

In accordance with RCW 39.04.320 Eastern Washington University requires 10% apprenticeship participation for projects estimated to cost three 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 Eastern Washington University, 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.

END OF SUPPLEMENTAL CONDITIONS