

GOOD SHEPHERD CENTER VOLUNTARY SEISMIC RETROFIT – PHASE 1

SECTION 00 7300

MODIFICATIONS TO THE GENERAL CONDITIONS

The modifications set forth herein will be incorporated in the AIA Document A201-2017 General Conditions that will be prepared by Owner and will be part of the construction contract. Note that the below inserts and modifications make reference to the A201-2007 edition. Owner may amend the section / paragraph references to mirror the 2017 edition. The substantive information and language will not change if / when references to the 2017 edition are made.

Article 1: GENERAL PROVISIONS. The following sentences are hereby added to Subparagraph 1.2.1 of the General Conditions:

In the event of conflicts or discrepancies among the Contract Documents, interpretations shall be based upon the following priorities: (1) Addenda, including Modifications, with those of later date having precedence over those of earlier date; (2) the A101 Standard Form of Agreement Between Owner and Contractor, as amended; (3) the General Conditions of the Contract for Construction, as amended; (4) the Specifications; and (5) the Drawings. In the case of inconsistency between the Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Article 2: OWNER. Subparagraph 2.2.5 of the General Conditions is hereby deleted in its entirety.

2.3.1 Add to paragraph:

This right shall be in addition to, and not in restriction of, the Owner's rights under the Contract Documents.

Article 3: CONTRACTOR. The following sentences are hereby added to Subparagraph 3.2.1 of the General Conditions:

Notwithstanding the provisions of Subparagraph 3.2.1 of the General Conditions, claims for costs to be reimbursed relating to items required or services performed by reason of the Contractor's failure to familiarize itself with the visible or apparent conditions at the Project Site (together with that portion of the Contractor's Fee relative thereto) shall be included as a Cost of the Work but shall not increase the Stipulated Sum. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents or is in violation of any codes, regulations or ordinances without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear the cost for correction.

3.2.2 The following sentences are hereby added to Subparagraph 3.2.2 of the General Conditions:

The Contractor represents and acknowledges that it has carefully examined the Contract Documents and the Project Site, including any existing building and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials equipment, goods, supplies, work, services, and other items to be furnished and all other requirements of the Contract Documents, as well as the Conditions and other matters that may be encountered at the Project Site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting transportation, access, disposal, handling and storage of materials, equipment and other items, availability and quality of labor, water, electric power and utilities; availability and condition of roads, climatic conditions an seasons, physical conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. THE FAILURE OF THE CONTRACTOR TO FULLY ACQUAINT ITSELF WITH ANY APPLICABLE CONDITION OR MATTER SHALL NOT IN ANY WAY RELIEVE IT

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FROM THE RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH, AND FOR THE CONTRACT SUM PROVIDED FOR IN THE CONTRACT DOCUMENTS.

3.5. Modify the last sentence of the paragraph as follows:

If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall also assign to the Owner all manufacturer's and supplier's warranties no later than the date of final acceptance of the Work.

3.7.1 Add to this paragraph the following:

The Owner shall secure and pay for the City of Seattle Building Permit. The Contractor shall secure and pay for all other permits, street use fees, street rental, licenses, inspections, side sewer permits, and other such fees and permits as imposed by any agency having jurisdiction and as necessary for the proper execution and completion of the contract.

3.9.1 Add the following to the end of the paragraph.

Owner shall have the right to require Contractor to dismiss from the Project any superintendent whose competence is not satisfactory to Owner, and to replace, at no cost, such superintendent with a superintendent satisfactory to Owner.

3.10.1 Add the following to the end of the paragraph.

For the purposes of this subparagraph, the term "promptly" shall mean fifteen days from the Owner's giving the Notice to Proceed.

3.11.1 Add the following to the end of the paragraph:

These shall be available to the Architect and Owner and shall be delivered to the Architect for submittal to the Owner upon completion of the Work certified by the Contractor as completely and accurately showing the "as-built" conditions.

The following Subparagraph is hereby added to Paragraph 3.15 of the General Conditions:

3.15.3 For the purposes of Subparagraphs 3.15.1 and 3.15.2 of the General Conditions, in addition to Contractor's leaving all floor surfaces in a broom-clean condition (or its equivalent) and Contractor's cleaning of all interior/exterior surfaces, Contractor shall perform the following final cleaning for all trades at the completion of the Work:

1. Remove temporary protections, offices and shacks;
2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and natural finish woodwork and other Work;
3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
4. Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
5. Clean aluminum in accordance with recommendations of the manufacturer; and
6. Clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to sheen.

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3.16 This condition shall be amended to read as follows:

The Contractor shall provide access to the Work in preparation and progress wherever located to the Owner, to the Owner's representative, to the Architect, and to the representative of any other person who is entitled to access by contract with the Owner or by statute.

The following Subparagraphs are hereby added to Paragraph 3.18.1 of the General Conditions:

In addition to the Contractor's indemnity obligation set forth in Subparagraph 3.18.1, Contractor shall, to the fullest extent permitted by law with respect to its obligations under the Contract Documents, indemnify, defend, protect and hold harmless Owner, Owner's representative and Owner's constituent partners, employees, agents, stockholders, officers, affiliates and directors, the Owner's construction lender(s) and the Project (collectively, the "Identified Parties") from and against each and all of the following:

(a) Any claim, liability, loss, damage, costs, expenses, including attorneys' fees, awards, fines or judgments, resulting from or arising out of (i) the performance of the Work, or (ii) breach of the obligations of Contractor under the Contract Documents, or (iii) any other negligent act or omission with respect to the Work by Contractor, the Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, attributable to death, bodily injury, sickness, disease or injury to or destruction of tangible property (except for the Work), or loss of use thereof; provided, however, Contractor shall not be obligated to indemnify the Indemnified Parties to the extent such damages are the result of the negligence or willful misconduct of any of the Indemnified Parties. Such obligation shall not be construed as to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph.

(b) Any and all liens and charges of every type, nature, kind or description which may at any time be filed or claimed against the Project, or any portion thereof, as a consequence of acts or omissions of Contractor, Contractor's agents, servants, employees, Subcontractors, Sub-subcontractors or any or all of them and which are not due to Owner's failure to perform its obligations under this Contract.

(c) Any claim, liability, loss, costs, damage or expenses, including attorneys' fees, awards, fines or judgments on account of or through the use of the Project, or any portion thereof, by Contractor, or by any other person whomsoever at the invitation, express or implied, of Contractor or by permission of Contractor or arising out of or resulting from the performance of the Contract by Contractor, any Subcontractor, any sub subcontractor, or anyone employed directly or indirectly by any of them or for whose acts they may be liable.

(d) Any claim, liability, loss, cost, damage or expense, including attorneys' fees, awards, fines or judgments arising out of or in connection with any claim by or any act or omission of any employee of Contractor, any Subcontractor, Sub-subcontractor, anyone employed by any of them or for whose acts they may be liable relating to the Project, including, without limitation, any workers' compensation claims, equal employment opportunity claims, unemployment claims, withholding claims or social security claims.

(e) Any claim, liability, loss, cost, damage or expense, including attorneys' fees (except as provided herein), premiums required or bonds required by any title company or Owner, awards, fines or judgments arising out of or in connection with any mechanics, or material men's liens or stop notices recorded against the Project or any portion thereof in connection with Work for which the Contractor has received payment.

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(f) For the sole purpose of effecting the indemnification obligations under this Agreement and not for the benefit of any third parties unrelated to the indemnities, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. (CONTRACTOR'S INITIAL _____). Further the indemnification obligations under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefits acts.

The Following Subparagraphs are hereby added to Paragraph 3.18 of the General Conditions:

3.18.3 Contractor hereby acknowledges and agrees that if any one or more claims or actions are asserted against the Indemnified Parties giving rise to a duty to defend on the part of the Contractor pursuant to this Paragraph 3.18, the Indemnified Parties shall have the right, at their option, upon notice to Contractor, either (i) to tender their defense to Contractor and to reasonably approve such counsel as Contractor deems necessary to represent the Indemnified Parties in connection with any liability indemnified under this Paragraph 3.18, and all fees and expenses of such counsel shall be the sole responsibility of Contractor, or (ii) to select the Indemnified Parties, own counsel and control the Indemnified Parties' own defense and Owner shall bear the cost of employing such counsel and otherwise defending such claim(s) in the event that one or more of the Indemnified Parties tender their defense to Contractor and thereafter reasonably determines that there is a conflict between the interests of the Indemnified Parties, on the one hand, and the interests of Contractor, on the other, then the Indemnified Parties shall be entitled to retain separate counsel in connection with such lawsuit, action, claim or proceeding at the cost and expense of Contractor, provided that Contractor shall not be obligated to pay the fees and expenses of more than one firm of attorneys representing Indemnified Parties.

3.18.4 The provisions of this Paragraph 3.18 shall survive the termination or expiration of the Contract and shall not be limited in any way by the amount or type of insurance obtained by owner, the Indemnified Parties, Contractor or any Subcontractor.

Article 5: SUBCONTRACTORS. Notwithstanding anything contained to the contrary in Subparagraph 5.3.1 of the General Conditions, all work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

(i) preserve and protect the rights of the Owner under the Contract with respect to the Work to be performed under the Subcontract so that the subcontracting thereof will not prejudice such rights;

(ii) require that such Work be performed in accordance with the requirements of the Contract Documents;

(iii) the Subcontractor shall consent to Contractor's assignment of its interest in the Subcontract to the Owner, which assignment shall become effective upon the Contractor's default under the Contract Documents and the Subcontractor's receipt of notification from the Owner that (a) the Contractor is in default under the Contract Documents, and (b) the assignment is effective;

(iv) require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9 of the General Conditions and Article 12 of the Agreement;

(v) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

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(vi) waive all rights the Contractor and Subcontractor may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.3 hereof, except such rights as they may have to the proceeds of such insurance held by the Owner under Paragraph 11.4 hereof; and

(vii) obligate each Subcontractor specifically to consent to the provisions of this Subparagraph 5.3.1. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Subparagraph 5.3.1, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Contract Documents available to his Sub-subcontractors. In no event shall Owner be required to be a party to any arbitration proceeding between Contractor and/or any Subcontractor or Sub-subcontractor.

Article 8: TIME.

8.3.1 Add the following to the end of the paragraph:

If an adjustment in contract time is being claimed due to unseasonable weather, the ten-year average from the weather station located at Seatac Airport will be used as the basis of determining the validity of such claims.

8.3.3 Add the following to the end of the paragraph:

A change in the Contract Time shall not, in itself, entitle the Contractor to an increase in the Contract Sum. The Contractor must justify any claim for increased costs associated with a change in the Contract Time.

Article 9: PAYMENTS AND COMPLETION. The following clauses are modified as follows:

9.3.1.1 Delete “may” and insert “may not”

9.3.4 Add a new paragraph as follows:

9.3.4 In addition to the warranties provided under paragraph 9.3.3, Contractor shall include with each Application for Payment partial lien releases from Contractor and each subcontractor and supplier covering payments already received by Contractor, and a certification by the Contractor that all sums due and payable with respect to the Work for which payments have been received have been paid and that there is no basis for the filing of any claims of lien against the Project. Contractor shall also include a certification together with all documents necessary to satisfy the labor reporting requirements of public funding sources for the project to the date of the application. For the Final Application for Payment the Contractor shall submit Final Lien Waivers from the Contractor and all Subcontractors and Suppliers.

9.10.3 Modify the paragraph as follows:

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the architect, approval by Owner's Lenders, approval by Owner's Grantors, consent of the Surety, lien releases from all suppliers and subcontractors, and satisfaction of all labor reporting requirements of public funding sources for the project, and without terminating the contract, make payment of the balance due for that portion of the Work full completed and accepted, less one

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hundred and fifty percent (150%) of the sum the architect reasonably determines to be allocable to the completion of the remaining work.. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment except that it shall not constitute a waiver of claims.

9.10.4 Add a .4 that reads as follows:

- .4 Matters related to or arising out of labor reporting matters as required by the terms of public funding sources for the project.

Article 10: PROTECTIONS OF PERSONS AND PROPERTY

10.2.1 Modify the paragraph as follows:

The Contractor shall be responsible for maintaining a safe job site for all persons on the site. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 all employees and workers on the Work and other persons who may be affected thereby, and all persons on the site;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Article 11: INSURANCE. The minimum amounts of insurance which shall be maintained by the Contractor pursuant to Subparagraphs 11.1.1 and 11.1.2 of the General Conditions are as follows: All insurance companies must rate A or better, A.M. best and be approved by Owner.

1. Workers' Compensation as required law, and Employer's Liability with limits of no less than \$1,000,000, for the policy, \$500,000 per each accident and \$500,000 per each employee's disease. Contractor shall obtain a waiver of subrogation from its Workers' Compensation insurance carrier in accordance with the terms of Subparagraph 11.3.7 of the General Conditions.

2. Commercial General Liability, which shall be on an occurrence basis (claims made coverage shall not be acceptable): \$2,000,000 combined single limit (bodily injury and property damage) per occurrence and \$1,000,000 in the aggregate per project, together with a Commercial Umbrella Policy of not less than \$2,000,000, each occurrence and \$2,000,000 aggregate. Coverage to be included under the Commercial General Liability.

- A. Bodily Injury and Property Damage (tangible and intangible)
- B. Premises Operations
- C. Blanket Contractual as it pertains to Insured Contracts
- D. Independent Contractors
- E. Products & Completed Operations
- F. Broad Form Property Damage
- G. Explosion, Collapse & Underground Hazard
- H. Aggregate should apply on a per job basis

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3. Automobile Liability (combined single limit: bodily injury and property damage):
\$2,000,000.

The above insurance shall be maintained for a period of two years following completion of the Work.

11.1.4 ADDITIONAL INSURED. All insurance policies maintained by the Contractor pursuant to the Agreement and the General Conditions shall name as additional insured Historic Seattle PDA, the City of Seattle, and any other person or entity required to be named as an additional insured by virtue of any contract to which the Owner is a party. Contractor's insurance policy shall be primary and any insurance maintained by owner shall be excess insurance only. Contractor shall provide a commercial general (CG) 2026 endorsement or better.

11.1.4 FAILURE TO OBTAIN INSURANCE. If Contractor fails to procure and maintain the above described insurance, or any portion thereof, Owner shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of Contractor and Contractor shall pay the cost thereof subject to reimbursement therefore as a cost of the Work, and shall furnish all information necessary to acquire and maintain such insurance. Contractor shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance described herein.

11.1.5 All policies of insurance required to be maintained pursuant to this agreement shall provide that (i) there shall be no recourse against the Owner for payment of premiums or other amounts with respect thereto provided the Owner makes all payments required hereunder Contractor, (ii) the insurer is required to provide the Owner with at least 30 days (or 10 days in the case of nonpayment of premiums) prior written notice of reduction in coverage or amount (other than a reduction in coverage or amount resulting from a payment thereunder), cancellation or non-renewal of any policy, and (iii) the proceeds of all policies (other than in respect of commercial general liability, workers' compensation and automobile liability insurance) shall be payable to the Owner and Contractor as their interests shall appear.

11.1.6 UNIMPAIRED LIMIT. Contractor expressly represents that each limit specified in this Article 11 is an unimpaired limit; that is, no claims have reduced the aggregate limit as of the date of this Agreement. Further, Contractor acknowledges that it must maintain the required limits specified herein in full force and effect at all times.

11.1.7 Owner shall cause all subcontractors performing Design/Build work (if any) to provide Professional Liability insurance coverage in a form satisfactory to Contractor and Owner.

11.1.8 Contractor's insurance shall be primary and non-contributory over any other insurance available of the Owner.

11.1.9 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, that is caused in whole or in part by any negligent act or omission or any intentional conduct by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

In any and all claims against the Owner, or Architect, or any of their agents or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in

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any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts or other employee benefit acts.

11.1.10 Contractor shall purchase and maintain such insurance as will reasonably protect him from the potential liability described in Subparagraph 3.18.1. The Contractor hereby indemnities and agrees to hold harmless and defend Owner, and the Indemnified Parties from all loss and liability to the extent of any deficiency of coverage under such insurance. The Contractor will fully insure, and the Owner will not be liable for the loss of any building materials not stored on the site of the Project.

11.3.1.3 Modify the paragraph as follows:

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles on any claims resulting from the Contractor's or Subcontractors' acts or omissions.

Article 12: UNCOVERING AND CORRECTION OF WORK

12.1.1 Modify the paragraph as follows:

If a portion of the Work is covered contrary to the Architect's request, the request of any government or lender inspector, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect or inspector, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

END OF MODIFICATIONS TO THE GENERAL CONDITIONS