

**Appendix 5.03**  
**Supplemental General Conditions**

**OREGON UNIVERSITY SYSTEM**  
**SUPPLEMENTAL GENERAL CONDITIONS**  
**to the**  
**GENERAL CONDITIONS**  
**FOR PUBLIC IMPROVEMENT CONTRACTS**

**Project Name: Parking Structure 1 Structural, Electrical and Mechanical Upgrades**

**The following modify the Oregon University System “General Conditions for Public Improvement Contracts”, February 1, 2011, (OUS General Conditions) for this Contract. Where a portion of the OUS General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.**

Whether this Contract is for a public improvement or a public works project, the requirements applicable to public improvement projects and those applicable to public works projects shall apply.

**SG-1** Section A.1, “Definition of Terms”, modify by making the following changes:

Add “the Division One (General Requirements)” to the definition of “Contract Documents”.

Replace the definition of “Architect/Engineer” with the following definition:

“ARCHITECT/ENGINEER” means the person whom Owner may appoint to undertake certain duties under the Contract. Since Design-Builder is providing design services under the Contract, Owner has not employed an Architect/Engineer to perform those design services. However, Owner may employ an Architect/Engineer to perform other duties described in the OUS General Conditions, including contract administration and project management, or Owner may employ the Owner’s Authorized Representative to perform those duties in lieu of an Architect/Engineer, in accordance with Subsection B.18.7 of the OUS General Conditions.

Add the following sentence to the end of the definition of “Contractor”:

“Contractor” and “Design-Builder” are used interchangeably in the Contract Documents.”

**SG-2** Section A “General Provisions”

To Section A.3.1, “Interpretation of Contract Documents”, modify the precedence of Contract Documents as follows;

In the event of conflicts or discrepancies among the Contract Documents, interpretation will be based on the following descending order of precedence:

- (a) Contract amendments, Change Orders, and Construction Change Directives with those of later date having precedence over those of earlier date;
- (b) **The OSBHE Design/Build Agreement for a Fixed Fee;**
- (c) **The Supplemental General Conditions;**

- (d) **The OUS General Conditions For Public Improvement Contracts;**
- (e) **Division One (General Requirements) of the Project Specifications;**
- (f) The Solicitation Documents **based on the following descending order of precedence;**
  - 1) **Addenda to the Request for Proposals Design-Build Construction Services;**
  - 2) **Request for Proposals Design-Build Construction Services;**
- (g) The accepted Offer.

**SG-3 Section A “General Provisions”**

Sub-section A.3.1, “Interpretation of Contract Documents” is modified by adding the following language:

This procurement is governed by the Request for Proposals (RFP). The RFP shall take precedence over all other solicitation documents during the solicitation period. Accordingly, the instructions to Bidders and related bidding documents apply to submission of Fixed Fee Price Proposals to the extent the terms of those documents are not inconsistent with the RFP. The Bid and Bidder shall therefore be read as Proposal and Proposer within the Contract Documents as the context requires.

**SG-4 Indemnity Regarding “Architect/Engineer”**

Subsection G.1.2 is clarified as follows:

Included among the entities and persons covered by the indemnification provision in Section G.1.2 of the General Conditions is the “Architect/Engineer”. Given that the Contract is a design-build contract, Owner agrees that the Section G.1.2 indemnification would not include the “Architect/Engineer as that term is defined in Section A.1 of the General Conditions to the extent the Contractor or its subcontractors are performing the design services; provided, however, the indemnification provision does apply to the “Architect/Engineer” to the extent an employee or agent of the Owner, including the “Owner’s Authorized Representative”, is performing other functions or duties of the “Architect/Engineer”, including contract administration and project management.

**SG-5 Section B.4 is modified as follows: Revise to read:**

“Owner shall obtain and pay for all general building, electrical, mechanical and plumbing permits for the project through the City of Portland's Facilities Permit Program. Contractor shall obtain and pay for all other necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.”

**SG-6 Section G.3.4.1 is modified as follows: Revise to read:**

“G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This

insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Amounts not less than the following schedule

Per occurrence limit for any single claimant : \$1,000,000

Per occurrence limit for any number of claimants: \$2,000,000

Property Damage:

Per occurrence limit for any single claimant: \$500,000.

Per occurrence limit for any number of claimants: \$1,000,000”

**SG-7 Section G.3.4.2 is modified as follows: Revise to read:**

“G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

Amounts not less than the following schedule

Per occurrence limit for any single claimant: \$1,000,000

Per occurrence limit for any number of claimants: \$2,000,000

Property Damage:

Per occurrence limit for any single claimant: \$500,000.

Per occurrence limit for any number of claimants: \$1,000,000”

**SG-8 Section H.2.1 is deleted and replaced with the following:**

"Contractor shall provide, by or before the pre-construction conference, a detailed project Work schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5% of the monetary value of the project or 5% of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract shall be considered too detailed and shall not be accepted. Schedules lacking adequate detail, or unreasonably detailed, shall be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Contractor shall provide an updated, full project schedule with each payment request. In addition, twice monthly, the Contractor shall provide an updated three-week forward-looking schedule. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the contract completion date is float owned by the Owner. Use of the float shall be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Period but after Contractor's scheduled completion."

**SG-9 Section B.7.3 is modified as follows:**

“Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules,

regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals, with the exception of inspections under the City of Portland's Facilities Permit Program which shall be paid for by the Owner. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.”

END OF SUPPLEMENTAL GENERAL CONDITIONS