

OREGON UNIVERSITY SYSTEM
SUPPLEMENTAL GENERAL CONDITIONS

To The
GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

Contract No. _____
Project Name _____

The following modify the Oregon University System “General Conditions for Public Improvement Contracts”, July 1, 2012, (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.

- SG-1.** Section B.2.2 is modified as follows: Add the following:
"Should the Contractor request the assistance of Owner in the performance of any Work included in the Contract Documents, and should Owner, at its discretion, agree to provide such assistance, Owner may provide such assistance by using its own forces or by using another contractor. If Owner performs Work using Owner’s own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner performs the Work using another contractor, Contractor shall pay Owner the amount of Owner’s direct costs billed by the other contractor for the Work performed, plus the direct salary costs and related overhead and direct non-salary expenses of Owner’s forces who are required to monitor that contractor’s work. Work performed by Owner using Owner’s own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions."
- SG-2.** Section B.4 is modified as follows: Revise to read:
“Contractor shall obtain and pay for all 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. Owner shall obtain and pay for the general building permit and pay for any specialty permits required for the Work. 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-3. Section E.2.9 is modified as follows: Add the following:

“Owner shall provide the Contractor with an electronic version of the desired reporting format at the time of execution of the Contract or GMP Amendment for the Contractor’s use in submittal of the report, which should be submitted both electronically and in hard copy.”

SG-4. Section F.2.4 is modified as follows: Add the following:

“Contractor shall verify that all mechanical or electrical equipment in the construction areas that may be affected by the Work is in working order and shall notify the Owner, in writing, of any equipment not in working order prior to the start of the Work. Start of Work will be considered as acknowledgement that all equipment is in good working order. Contractor shall be required to restore equipment to its original, or better, condition upon completion of the project.”

SG-5. Section G.3.4.1 is modified as follows: Replace the last two sentences of with the following:

"Combined single limit per occurrence shall not be less than \$5 million per occurrence, or the equivalent. Each annual aggregate limit shall not be less than \$5 million, when applicable. Should Contractor require Subcontractors to provide Commercial General Liability coverage for the benefit of Contractor, Contractor shall not require coverage in an amount exceeding \$2 million per occurrence, or the equivalent."

SG-6. Section G.3 is modified as follows: Add the following G.3.4.4:

“Professional Liability: Prior to the beginning of any work on Design Build Components, the Contractor shall provide to the Owner certificates of insurance for Commercial General Liability in an amount not less than \$1,000,000, including Product Liability and Completed Operations, from the manufacturers of Design Build components, unless such Design/Build components are “off-the-shelf” products purchased from a supplier. All such certificates shall be in compliance with the Owner’s contract requirements.

For those elements requiring design or calculations performed by a professional engineer, the Contractor shall obtain from the Engineer, if not an employee of Contractor, and provide to the Owner, similar certificates of Commercial General

Liability coverage. The Engineer shall also provide the Owner with proof of coverage for Professional Liability insurance covering any damages caused by any negligent error, omission, or any act for the project, its drawings and specifications, and all related work products of the Engineer. The policy may be either a practice based policy or a policy pertaining to the specific project. Professional Liability insurance to be provided shall have a combined single limit of not less than \$1,000,000.”

SG-7. 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."