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Oregon State University
Construction Contracts Administration
Kerr Freight Elevator Modernization
RFQ#189458

ADDENDUM NO. 1

THIS ADDENDUM IS BEING ISSUED for clarification and/or revisions to the technical specifications as noted. This document is hereby made a part of the Contract Documents to the extent as though it was originally included herein.

Revision to Technical Specifications

Item 1 REPLACE Supplemental General Conditions to the Public Improvement (PI) General Conditions with the attached Supplemental PI General Conditions.

END OF ADDENDUM NO. 1

OREGON STATE UNIVERSITY

SUPPLEMENTAL GENERAL CONDITIONS

To The

PUBLIC IMPROVEMENT GENERAL CONDITIONS

Project Name: KERR FREIGHT ELEVATOR MODERNIZATION

The following modify the November 1, 2016 Oregon State University General Conditions (“OSU Public Improvement General Conditions”) for this Contract. Where a portion of the OSU General Conditions is modified by these Supplemental General Conditions, the unaltered portions shall remain in effect.

SG-1 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, Oregon State University, and its departments, divisions, members and employees.

SG-2 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-3 Section H.2.1 is replaced with the following:

"Contractor shall provide, by or before the pre-construction conference, a detailed 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 Project. 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 time but after Contractor's scheduled completion."

SG-4 Section L is hereby added as follows:

“Section L – Federal Funding Required Contract Provisions

L.1 Equal Employment Opportunity

L.1.1 Contractor shall comply with requirements of 41 CFR 60-1.4(b), in accordance with Executive Order 11246 “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR 1964-1965 Comp., p.. 339), as amended by Executive Order 11246 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “office of Federal Contract Compliance, Department of Labor.”

L.2 Davis Bacon Act

L.2.1 Contractor shall comply with the Davis Bacon Act as amended (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.”)

L.2.2 In addition to L.2.1 above, Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”)

L.3 Contract Work Hours and Safety Standards Act

L.3.1 Contractor shall comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

L.4 Clean Air Act and the Federal Water Pollution Control Act

L.4.1 Contractor shall comply with the applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

L.5 Energy Policy and Conservation Act

L.5.1 Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41USC 6201).

L.6 Debarment and Suspension

L.6.1 Contractor may not award to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235). "Debarment and Suspension."

L.7 Byrd Anti-Lobbying Amendment

L.7.1 In compliance with 31 USC 1352 Contractors more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other Award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal ward."

SG-5 Section M is hereby added as follows:

"Section M – Blanket Master Contract (BMC) No. 001456600 between Battelle Energy Alliance, LLC (BEA) and OSU Required Contract Provisions

M.1 Provisions applicable to all subcontracts unless otherwise indicated at any tier

M.1.1 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011). Applies if the Subcontract is for unclassified research involving nuclear technology.

M.1.2 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013). Substitute 31.3 in subcontracts with educational institutions for 31.2 in paragraph (a).

M.1.3 FAR 52.216-15 PREDETERMINED INDIRECT COSTS RATES (APR 1998).

- M.1.4 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).
- M.1.5 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007).
- M.1.6 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL
- M.1.7 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008).
- M.1.8 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002), Paragraph (a).
- M.1.9 DEAR 952.227-9 REFUND OF ROYALTIES (MAR 1995). Applies if "royalties" of more than \$250 are paid by a subcontractor at any tier.
- M.1.10 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987). Applies if the Subcontract is based upon a technical proposal.
- M.1.11 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984). Applies if the Subcontract is incrementally funded.
- M.1.12 DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)
- M.1.13 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) with ALTERNATE I (APR 1984).
- M.1.14 FAR 52.243-2 CHANGES – COST-REIMBURSEMENT (AUG 1987), WITH ALTERNATE V
- M.1.15 FAR 52.244-2 SUBCONTRACTS (OCT 2010) . Insert in Paragraph (e):
“Any subcontract or purchase order for other than “commercial items” exceeding the simplified acquisition threshold. (“Commercial item” has the meaning contained in FAR 52.202-1, Definitions.)”
- M.1.16 DEAR 970.5245-1 PROPERTY (JAN 2013).
- M.1.17 FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984).
- M.1.18 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006).
- M.1.19 DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010).
- M.1.20 FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996).

M.2 Provisions applicable to subcontracts in excess of \$10,000

- M.2.1 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010).

M.3 Provisions applicable to subcontracts in excess of \$100,000

- M.3.1 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- M.3.2 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006).
- M.3.3 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

- M.3.4 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).
- M.3.5 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).
- M.3.6 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013).
- M.3.7 FAR 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005).
- M.3.8 FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2010).
- M.3.9 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2010).
- M.3.10 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).”