

OREGON STATE UNIVERSITY

SUPPLEMENTAL GENERAL CONDITIONS

To The

PUBLIC IMPROVEMENT GENERAL CONDITIONS

Project Name: Campus Automatic Door Entry Systems On Call and Repairs Contract

The following modify the June 30, 2017 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 A.1 **MWESB REPORT** definition is modified as follows: Revise to read:

“**MWESB REPORT**, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, receiving contracts throughout the course of the Work. MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all Contracts and Amendments incorporated during the course of the project. The reports shall only include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, and/or an Emerging Small Business Enterprise, as applicable.”

SG-2 Section A.1 **PROJECT** definition is modified as follows: Add the following to the end:

“repair, improvement, or expansion of buildings or facilities, as described in the Solicitation Document.”

SG-3 Section A.3 (m) is modified as follows: Replace “RFQ proposal” to “Offer”.

SG-4 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-5 Section E.1 is hereby removed.

SG-6 E.2.1 is modified as follows: Revise to read:

“Owner shall make progress payments on the Contract once monthly as Work progresses. Payment shall be based upon estimates of Work completed. All payments shall be approved by the Owner’s Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the progress payment due the Contractor. The interest shall commence forty-five (45) days from the date of the receipt of a correct invoice from the Contractor.”

SG-7 Section E.2.2 .2 is modified as follows: Revise to read:

“Contractor shall submit to the Owner’s Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors, and shall include on the face of each copy thereof, a certificate in substantially the following form:

“I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____ Dated: _____”

SG-8 Section E.2.3 is hereby removed.

SG-9 Section E.2.4 (h) is hereby removed.

SG-10 Section E.2.5 is hereby removed.

SG-11 Section E.2.9 is modified as follows: Revise to read:

“Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due

on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due."

SG-12 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-13 Section H.2.1 is replaced with the following:

"Contractor shall provide, by or before the pre-construction conference, a detailed Construction Schedule for review and acceptance by the Owner. The submitted Construction Schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each Construction 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 Construction 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 Construction 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."