

# **OREGON STATE UNIVERSITY**

## **SUPPLEMENTAL GENERAL CONDITIONS**

**To The**

### **PUBLIC IMPROVEMENT GENERAL CONDITIONS**

**Project Name NHERI @ UCSD Shake Table Specimen Construction WP-2-4**

**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 B.4 is modified as follows: Revise to read:

“Due to the Work supporting research, permits are not required. 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 B.5.6 is modified as follows:

Revise the reference of B.5.5 to B.5.8.

**SG-3** Section B.5.7 is hereby added to read:

“In addition to Sections B.5.1 through B.5.6 above, the contractor shall perform Work in accordance all Applicable Laws to also include:

B.5.7.1 Most recent building codes, lawful orders of all public authorities having jurisdiction over the Project site, OSU, UCSD, the Contractor, any Subcontractor, the Project, the Work or the prosecution of the Work,

B.5.7.2 All requirements of any insurance company issuing insurance required hereunder,

B.5.7.3 The Federal Occupational Safety and Health Act,

B.5.7.4 All other Applicable Code Requirements relating to safety, applicable titles in the State of California Code of Regulations, applicable sections in the State of California Labor Code, and;

B.5.7.5 All applicable code requirements relating to nondiscrimination, payroll records, apprentices and work day.”

**SG-4** Section B.5.8 is hereby added to read:

“Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). Contractor shall promptly notify University's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.”

**SG-5** Section C.1 and C.2 are hereby removed.

**SG-6** Section C.5 is hereby replaced in its entirety with the following:

“Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to Owner, as a penalty, \$25 for each worker employed in the execution of this Contract by Contractor, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this section or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of the Owner, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

This section C.5 will not apply to Contractor's Work under this Contract to the extent that Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.”

**SG-7** 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-8** Section G.3.5 first paragraph add “The Regents of the University of California, The University of California, University of California, San Diego, and each of their Representatives, consultants, officers, agents, employees, and each of their

Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing" as additional insured parties.

**SG-9** 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."