

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions, AIA Document A201-2007 General Conditions of the Contract for Construction defined in Document 00 72 00 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.3 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 1. GENERAL PROVISIONS

- 1. 1.1.1: Revise the first sentence as set forth below:
  - a. The Contract Documents consist of the Conditions of the Contract (General, Supplementary and other Conditions), Contract Forms as bound or referenced, the Drawings, the Specifications, the Details, all Addenda issued prior to execution of the contract and all modifications issued after execution of the Contract.
- 2. 1.2 CORRELATIONS AND INTENT OF THE CONTRACT DOCUMENTS
  - a. 1.2.1 Add the following:
    - 1) If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among contract documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner.
  - b. 1.2.3: Add the following:
    - 1) Reference to technical society, organization, or body is made in specifications in accordance with the following abbreviations:
      - a) ACI American Concrete Institute
      - b) AIA American Institute of Architects
      - c) AIEE American Institute of Electrical Engineers
      - d) AISC American Institute of Steel Construction
      - e) ASA American Standard Association
      - f) APA American Plywood Association
      - g) ASTM American Society of Testing Materials
      - h) ASME American Society of Mechanical Engineers
      - i) AWI Architectural Woodwork Institute
      - j) AWSW American Welding Society Code

- k) CS Commercial Standard
- l) FS Federal Specifications
- m) IBC International Building Code
- n) MIL Military Specifications
- o) NBFU National Board of Fire Underwriters
- p) NBS National Board of Standards
- q) NEC National Electric Code
- r) NEMA National Electrical Manufacturer's Assn.
- s) NFPA National Fire Protection Association
- t) OSHA Occupational Safety and Health Act
- u) UBC Uniform Building Code
- v) UL Underwriters Laboratory
- w) WCLIB West Coast Lumber Inspection Bureau

B. B. ARTICLE 2 OWNER

- 1. 2.1.1 Add the following:
  - a. The Owner is defined as SOUTHWESTERN OREGON COMMUNITY COLLEGE.
- 2. 2.2.5 Substitute the following:
  - a. The Owner through the Architect will furnish to the Contractor \_\_\_\_\_ complete sets of drawings and specifications without charge for use on project. These include sets submitted to Agency having jurisdiction for plans review and building permit. Additional copies may be purchased by Contractor at cost of reproduction.

C. ARTICLE 3 CONTRACTOR

- 1. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
  - a. 3.3.1 Add the following:
    - 1) The Contractor will supervise and direct the work and will review with all subcontractors' methods and materials to be used to verify their compliance with all safety standards and laws and be responsible for compliance with same, to insure safe, hazard free conditions for all persons visiting or working on the entire project.
- 2. 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
  - a. 3.7.1 Add:
    - 1) The Owner shall pay for the Building Permit Plan Review and Building Permit fees only. The Contractor shall pay all other permit and plan review fees related to his work and his subcontractors, i.e., plumbing, mechanical and electrical. Owner shall pay any system development fees required.
- 3. 3.11 DOCUMENTS AND SAMPLES AT THE SITE, Add the following
  - a. Upon completion of the project transfer all information from the record set of drawings to a clean set of prints and deliver to the Architect. Drawing additions are to be added in contrasting ink and are to be accurate, neat and finished in appearance and show accurate horizontal and vertical dimensions for location of underground work. Drawings must be acceptable to Architect before certification of final payment will be made.

4. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
    - a. 3.12.5 Add the following:
      - 1) See Section 01 33 00 "Submittal Procedures" for submittal information, requirements, and procedures.
  5. 3.15 CLEANING UP
    - a. 3.15.1 Add the following:
      - 1) Upon completion of any portion of the work, promptly remove temporary facilities generated by that portion of the work, including surplus materials, equipment, and machinery if so directed by the Architect or the Owner. Upon completion of the Work, completely remove temporary facilities. Remove stains, spots and smears from all surfaces. Remove all labels. Leave the premises in a "broom clean" condition.
- D. ARTICLE 4 ARCHITECT
1. 4.1.1 Add the following:
    - a. The Architect is defined as OPSIS Architecture LLP.
- E. ARTICLE 5 SUBCONTRACTORS
1. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
    - a. 5.2.1 Add the following:
      - 1) The list of subcontractors shall be submitted no later than five (5) days after the bid opening.
- F. ARTICLE 7 CHANGES IN THE WORK
1. 7.2 CHANGE ORDERS
    - a. 7.2.2 Add the following:
      - 1) The cost to the Owner resulting from extra work shall be determined by an agreed price which shall include a percentage for overhead and profit as listed below; or shall be the actual cost of the additional direct labor, materials, and subcontract work involved, plus a percentage for overhead and profit as listed below.
        - a) The percentage shall not exceed 10% to cover both profit and overhead.
      - 2) The credit to the Owner resulting from a deduction of work shall be determined by an agreed price, or the actual cost of direct labor, materials, and subcontract work involved.
      - 3) Cost and credits shall be submitted by the Contractor to the Architect in a complete breakdown form, showing cost, overhead and profit.
      - 4) Cost shall be limited to the following: Cost of products, including taxes and cost of delivery; cost of labor, including social security, old age, and unemployment insurance, and fringe benefits under collective bargaining agreements; Workmen's Compensation Insurance; bond premiums; and rental value of power tools and equipment. Overhead shall include the following: Supervision, superintendence, wages of timekeepers, watchmen, and clerks, hand tools, incidentals, general office expense, and all other proven expenses not included in "cost".
- G. ARTICLE 8 TIME

1. 8.2 PROGRESS AND COMPLETION

a. 8.2.4 Add the following:

- 1) The Contractor agrees:
- 2) To proceed upon receipt of the executed Contract and the Notice to Proceed.
- 3) It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning and the time for completion of each phase of the work to be done are ESSENTIAL CONDITIONS of this contract.
- 4) The Contractor agrees that said work shall be prosecuted regularly, diligently, at such rate of progress as will insure substantial completion thereof within the time specified. It is expressly understood and agree, by and between the Contractor and the Owner that the time for the completion of the work described herein is reasonable taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 5) If said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the sum of THREE HUNDRED DOLLARS (\$300), not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for substantial completion of the work.
- 6) The said amount is fixed and agreed upon by; and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the number of damages which the Owner would sustain.

H. ARTICLE 9 PAYMENTS AND COMPLETION

1. APPLICATIONS FOR PAYMENT

a. 9.3.1 Add the following:

- 1) Payment request form shall be submitted on AIA G702 Application for Payment supplemented with AIA G703 Continuation Sheet. Forms will be furnished by Architect if requested by Contractor. Contractor may use their own spreadsheet type format, however line items must exactly match AIA line items.

2. PROGRESS PAYMENTS

a. 9.6.1 Amend as follows:

- 1) After the Architect has issued a certificate for payment the Owner will pay the Contractor ninety-five (95%) percent of the value of material and labor worked into the building or stored on the site before the first day of the month less the aggregate of previous payments.
- 2) Payment will be made on or before the fifteenth (15th) day of the month following the date of the application for payment.
- 3) Upon Substantial Completion of the contract the sum sufficient to increase total payment to ninety-five (95%) percent of the contract amount is due. Thirty (30) days thereafter, provided the work then be fully completed and accepted by Architects, balance under the contract is due.

I. ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

1. 10.2 SAFETY OF PERSONS AND PROPERTY

a. 10.2.2 Add the following:

- 1) Contractors shall comply with all provisions of OAR 437 Division 155 (Hazard Communication). Contractor shall provide Owner, through the Architect, a copy of MSDS (Material Safety Data Sheets) for all chemicals brought onto the site, and shall maintain an inventory on the job site of such chemicals. Such inventory shall be accessible to those who desire access.

J. ARTICLE 11 INSURANCE AND BONDS

1. 11.1 CONTRACTORS LIABILITY INSURANCE

a. 11.1.2 Add the following:

- 1) The Contractor's Commercial General Liability insurance and Automobile Liability insurance shall not be less than the amounts shown below. If Contractor does not have Commercial Umbrella Liability or Excess Liability Insurance coverage, then the Commercial General Liability and Automobile Liability limits must be equal to or exceed the amounts shown below. If the Contractor does have or obtains Commercial Umbrella Liability or Excess Liability coverage and the limits combined with the Commercial General Liability and Automobile Liability coverage do not equal or exceed the amounts shown below, than coverage must be increased to equal or exceed the amounts shown below:
- 2) Worker's Compensation as required by law.
- 3) Bodily Injury Liability - Automobile:
  - a) Each person \$2,000,000
  - b) Each occurrence \$2,000,000
- 4) Bodily Injury Liability - Except Automobile
  - a) Each person \$2,000,000
  - b) Each occurrence \$2,000,000
- 5) Property Damage Liability - Automobile:
  - a) Each occurrence \$2,000,000
- 6) Property Damage Liability - Except Automobile:
  - a) Each occurrence \$2,000,000
- 7) The Contractor will either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractor's commercial general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in 11.1; or (2) insure the activity of his subcontractors..
- 8) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

2. 11.3.1 Add the following:

- a. The Contractor is advised that the Owner will furnish "Builder's Risk" Insurance and the Contractor is not required to obtain this insurance.

3. 11.4 PERFORMANCE AND PAYMENT BOND

4. 11.4.1 Substitute the following:
  - a. The Contractor shall furnish a Performance Bond in an amount equal to one hundred (100%) percent of the contract sum as security for the faithful performance of this contract and also a Labor and Material Payment Bond in an amount not less than one hundred (100%) percent of the contract sum as security for the payment of all persons performing labor on the project under this contract. Bond shall be written by a company licensed in the State of Oregon and satisfactory to the Owner.

K. ARTICLE 13 MISCELLANEOUS PROVISIONS

1. 13.1 GOVERNING LAW, Add the following:
  - a. General Contractor and each subcontractor to comply with all Federal, State laws pertaining to Social Security, Unemployment Insurance, Tax Regulations. Make prompt payment to designated agencies.
  - b. Contractor agrees to abide by all Federal and State regulations pertaining to the employment of minority and ethnic groups including all required affirmative action, and further agrees to hold owner harmless on account of all duties and responsibilities imposed on Contractor by the terms of any State or Federal Statute, regulation, or other governmental directive.
2. 13.8 Add the following:
  - a. All labor subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a) as well as ORS 279C.520 and 279C.830, whichever is higher, which is performed under this contract shall be paid not less than the Davis-Bacon or prevailing rate of wage, whichever is higher, for an hour's work in the same trade or occupation in the locality where such labor is performed.

L. ADD ARTICLE 16 SUPPLEMENTAL PUBLIC CONTRACTING STATUTES

1. Contractor, subcontractor(s) and all persons doing or contracting to do any work shall comply with all provisions of Oregon Public Contracting Laws and regulations, as further specified below.
2. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
  - a. ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
  - b. ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
  - c. ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
3. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.

4. Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
5. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
6. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
7. Contractor shall demonstrate to the Public Contracting Agency that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
8. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
9. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
10. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
11. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, or all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
12. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055. Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

13. The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees be required to work.
14. The provisions of ORS 279C. 800 to ORS 279C.870 relating to the prevailing wage rates or the Federal Davis-Bacon Act Wage Determination, whichever is higher, will be complied with.
15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under any applicable prevailing wage rate laws, unless the surety sooner cancels the bond. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
  - a. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under an exemption.
  - b. Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8) or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
16. Unless exempt, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the public contracting agency in writing, pursuant to ORS 279C.845.
  - a. If a contractor is required to file certified statements under ORS 279C.845, the public contracting agency shall retain twenty-five percent (25%) of any amount earned by the contractor on the public works project until the contractor has filed with the public agency certified statement as required by ORS.279C.845. The public contracting agency shall pay the contractor the amount retained within fourteen (14) days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The public contracting agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
  - b. The contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within fourteen (14) days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the public agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
17. All employers, including Contractor, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation



coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
19. The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
20. Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.
21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
22. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
23. Contractor certifies that all subcontractors performing construction work under this contract will be licensed with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.
24. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:
  - a. Federal Agencies:
    - 1) Agriculture, Department of
    - 2) Forest Service
    - 3) Soil Conservation Service
    - 4) Defense, Department of
    - 5) Army Corps of Engineers
    - 6) Environmental Protection Agency
    - 7) Interior, Department of
    - 8) Bureau of Sport Fisheries and Wildlife
    - 9) Bureau of Outdoor Recreation
    - 10) Bureau of Land Management
    - 11) Bureau of Indian Affairs
    - 12) Bureau of Reclamation
    - 13) Labor, Department of
    - 14) Occupational Safety and Health Administration
    - 15) Transportation, Department of
    - 16) Coast Guard
    - 17) Federal Highway Administration
  - b. State Agencies:
    - 1) Agriculture, Department of
    - 2) Environmental quality, Department of

- 3) Fish and Wildlife, Department of
- 4) Forestry, Department of
- 5) Geology and Mineral Industries, Department of
- 6) Human Resources, Department of
- 7) Land Conservation and Development Commission
- 8) Soil and Water Conservation Commission
- 9) State Engineer
- 10) State Land Board
- 11) Water Resources Board
- c. Local Agencies:
  - 1) City Council
  - 2) County Court
  - 3) County Commissioners, Board of
  - 4) Port Districts
  - 5) Metropolitan Service Districts
  - 6) County Service Districts
  - 7) Sanitary Districts
  - 8) Water Districts
  - 9) Fire Protection Districts
- M. ADD ARTICLE 17 U.S. DEPARTMENT OF COMMERCE - ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE (PWEDA) PROGRAM GRANT REQUIREMENTS
  1. Contractor, Subcontractor(s), and all persons doing or contracting to do any work shall comply with all provisions of Federal Contracting Laws and Regulations as further specified in the documents listed below:
    - a. U.S. Department of Commerce Economic Development Administration - Summary of EDA Construction Standards
    - b. U.S. Department of Commerce Economic Development Administration - Standard Terms and Conditions for Construction Projects, February 12, 2016
    - c. Economic Development Administration (EDA) Contracting Provisions for Construction Projects, May 2016
    - d. Requirements for Affirmative Action (EEO)
    - e. Economic Development Administration (EDA) Site Sign Specifications

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION