

**MARION COUNTY HEALTH SERVICES BUILDING RENOVATION  
PUBLIC IMPROVEMENT AGREEMENT**

**THE CONTRACT IS BETWEEN:**

**OWNER: MARION COUNTY**

**A political subdivision of the state of Oregon**

**And**

**TBD**

**Contractor  
(referred to herein as "Contractor"):**

**The Project is: Marion County Health Service Building Renovation**

**The Architect / Engineering Firm:  
SOLARC Engineering and Energy + Architecture Consulting  
319 SW Washington, Suite 311  
Portland, OR 97204**

**The Owner's Representative is:**

**DAY CPM  
12745 SW Beaverdam Rd. Ste. #120  
Beaverton, OR 97005**

**The Owner's Target GMP Range is: \$6.1 Million**

# CONTRACT

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**The Owner and Contractor agree as set forth below:**

**ARTICLE 1**  
**DEFINITIONS**

Except as expressly defined or modified below or elsewhere in this agreement (“Contract”), all capitalized terms shall have the meanings set forth in Section A.1 of the Marion County Standard General Conditions for Public Improvement Contracts, September 1, 2014, attached as Exhibit A hereto (the "General Conditions"). The terms below are expressly defined as follows:

- 1.1 Affiliate.** Affiliate shall mean any subsidiary of Contractor, and any other entity in which Contractor has a financial interest or which has a financial interest in Contractor (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls Contractor).
- 1.2 Allowances.** Allowances shall mean the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- 1.3 Amendment.** Amendment shall mean a written modification of the Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by Contractor and the Owner.
- 1.4 Business Days.** Business Days shall mean every day except Saturday, Sunday, and legal holidays recognized for employees of Marion County, Oregon.
- 1.5 Change Order.** Change Order shall mean a written modification under Section D.1 of the General Conditions, identified as a Change Order and executed by the Owner’s Authorized Representative, Contractor, where applicable, and, where required, approved in writing by the owner.
- 1.6 Contractor Field Work.** Contractor Field Work shall mean customary portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent defective or nonconforming work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for “pick-up” or GC Work under industry standards; provided, however, that (i) the Contractor has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, (ii) such Work is identified as Contractor Field Work in monthly billings and (iii) Contractor receives prior approval of Owner’s Authorized Representative as to the scope of each Contractor Field Work.

- 1.7 CM Services.** CM Services shall have the meaning given in Article 3.2 below.
- 1.8 Construction Documents.** Construction Documents shall have the meaning given in the Marion County Professional Services Agreement with the Architect / Engineer for this Project: Drawings and Specifications setting forth in detail the quality levels of material and systems and other requirements for the construction of the Work, Shop Drawings, Product Data, Samples, and other similar submittals.
- 1.9 Construction Services.** Construction Services shall mean all of the Work.
- 1.10 Contract Documents.** Contract Documents shall have the meaning given in Section A of the General Conditions, as supplemented by Article 2.1 below.
- 1.11 Design Development Documents.** Design Development Documents shall have the meaning given in the Marion County Professional Services Agreement with the Architect / Engineer for this Project.
- 1.12 Cost for General Conditions Work.** Cost for General Conditions Work or GC Work shall mean that sum identified in Article 8.8 and/or Exhibit C.
- 1.13 General Conditions Work.** General Conditions Work (“GC Work”) shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work in Exhibit C, and (ii) any other specific categories of Work approved in writing by the Owner’s Authorized Representative as forming a part of the GC Work.
- 1.14 Guaranteed Maximum Price (GMP).** GMP shall mean the Guaranteed Maximum Price of the Contract as determined in accordance with Article 6, and as it may be adjusted from time to time pursuant to the provisions of the Contract.
- 1.15 GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, allowances, unit prices, and alternates that form the basis for the GMP.
- 1.16 Schematic Design Documents.** Schematic Design Documents shall have the meaning given in the Marion County Professional Services Agreement with the Architect / Engineer for this Project: drawings and other documents, such as a site plan and preliminary building plans, sections, and elevations, models, perspective sketches, or digital modeling.
- 1.17 Scope Change.** Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to Contractor at the time of execution of this Contract, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by the Owner under the Contract beyond that identified or inferable from the GMP Supporting

Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

## **ARTICLE 2** **CONTRACT DOCUMENTS**

- 2.1 Contract Documents.** For valuable consideration as stated below, Owner and the Contractor agree to the terms of the contract that are set forth in the Contract Documents. For purposes of this Project, the Contract Document identified as "Public Improvement Contract" in the General Conditions shall mean this Contract. The Contract shall include the Plans and Specifications attached as Exhibit B, and all exhibits attached hereto, which by this reference are incorporated herein.
- 2.2 Effective Date.** The Contract (hereafter the "Contract") shall become effective on the first date on which every party has signed this Contract and Owner has received all necessary approvals.
- 2.3 The Contract; Order of Precedence.** This Contract, together with the other Contract Documents, form the entire agreement between the parties. Except as expressly otherwise provided herein, the order of precedence of the Contract Documents is established in Section A.3 of Marion County's General Conditions for Public Improvement Projects, if there are inconsistent or conflicting terms among the Contract Documents.

## **ARTICLE 3** **WORK OF THE CONTRACT**

- 3.1 Construction Services.**
- 3.1.1** Upon execution of this Contract, the Contractor shall provide perform the Work and provide the Construction Services as set forth in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to Owner a complete, fully functional Project, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract. Construction Phase Services shall include CM Services performed during the Construction Phase.
- 3.2 Construction Management (CM) Services.** Throughout the Project, the Contractor shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Owner's Representative, Architect / Engineer and other designated Project consultants (the "Construction Principals"). CM Services shall include, but are not limited to:
- 3.2.1** Developing and delivering schedules, coordinating and communicating the activities of

the Construction Principals throughout the Construction Phase to all Construction Principals;

- 3.2.2** Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
- 3.2.3** Holding and conducting periodic meetings with the Owner, Owner's Representative and the Architect / Engineer to coordinate, update and ensure progress of the Work;
- 3.2.4** Submitting monthly written report(s) to the Owner's and Construction Principals. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the Owner. Oral or written updates shall be provided to the Owner as deemed appropriate by the Contractor or as requested by the Owner;
- 3.2.5** Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect / Engineer on request;
- 3.2.6** Developing and implementing a system of cost control for the Work acceptable to Owner's Authorized Representative, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner, Owner's Representative and Architect / Engineer at regular intervals;
- 3.2.7** Cooperating with any and all consultants hired by Owner;
- 3.2.8** At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
- 3.2.9** Assisting Owner with start-up of the Project. Such start-up may occur in phases due to phased occupancy;
- 3.2.10** Incorporating commissioning and inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
- 3.2.11** Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.

**ARTICLE 4**  
**RELATIONSHIP AND ROLES OF THE PARTIES**

- 4.1 Independent Contractor.** The Contractor is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.
- 4.2 Performance of Work.** The Contractor covenants with Owner to cooperate with the Architect / Engineer and Owner's Representative and utilize the Contractor's professional skill, efforts and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of Owner.
- 4.3 Project Team.** Owner has a separate contract with the Architect / Engineer related to the Project. Both the Contractor and the Architect / Engineer shall be given direction by Owner through Owner's Authorized Representative. The Contractor agrees to support Owner's efforts to create a collaborative and cooperative relationship among the Contractor, Architect / Engineer, Owner's Representative, other Project consultants, and Owner's Authorized Representative.
- 4.4 Forms and Procedures.** The Owner has developed or may develop procedures and forms for the administration and tracking of the Contract. The Contractor agrees to abide by those procedures and use those forms.
- 4.5 Contractor's Project Staff.** The Contractor's Project staff shall consist of the following minimum personnel positions:
- 4.5.1 Contractor's Project Manager and Assistant Project Manager/Project Engineer:** \_\_\_\_\_ shall be the Contractor's Project Manager and \_\_\_\_\_ shall be Contractor's Assistant Project Manager/Project Engineer and one or both will supervise and coordinate all Construction Phase Services of Contractor and participate in all meetings throughout the Project term unless otherwise directed by Owner. Contractor represents that each of the Project Manager and Assistant Project Manager have authority to execute Change Orders and Contract Amendments on behalf of Contractor.
- 4.5.2 Job Superintendent:** \_\_\_\_\_ shall be the Contractor's on-site job superintendent throughout the Project term.
- 4.6 Key Persons.** The Contractor's personnel identified in Article 4.5, and any other personnel identified by name in Contractor's Proposal, shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel (and the replaced and replacing personnel remain under the employ of the

Contractor), a request must be given to Owner at least 30 Days (or such shorter period as permitted by Owner) prior to the intended time of substitution. When replacements have been approved by Owner, and if the timing of a replacement is within the control of the Contractor, the Contractor shall provide a transition period of at least 10 Business Days during which the original and replacement personnel shall be working on the Project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner.

## **ARTICLE 5**

### **DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION**

- 5.1 Notice to Proceed.** A notice to proceed will be issued by Owner to begin the Work ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about \_\_, 20\_\_.
- 5.2 Completion of Project.** The Contractor shall achieve Substantial Completion of the entire Work not later than: \_\_\_\_\_ and shall achieve Final Completion not later than \_\_\_\_\_.
- 5.3 Time is of the Essence.** All time limits stated in the Contract Documents are of the essence.
- 5.4 Time Extensions.** Notwithstanding provisions for Contract time extensions in Section D.2 of the General Conditions, Owner and Contractor agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. Contractor agrees to make every effort to recover "lost" time.
- 5.5 Liquidated Damages.** The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:
- 5.5.1** Liquidated Damages shall be:
- 5.5.1.1 Substantial Completion: \$4,000 for each day that Substantial Completion exceeds the required date of Substantial Completion.
  - 5.5.1.2 Final Completion: \$4,000 for each day that Final Completion exceeds the required date of Final Completion.
- 5.5.2** The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof and further agrees that Owner may deduct such

sums from payments the Owner otherwise owes to Contractor under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, Contractor shall promptly pay any and all remaining sums due to the Owner upon demand.

**ARTICLE 6**  
**FEES, CONTRACT SUM AND GMP**

**6.1 Fees; Contract Sum; GMP.**

Owner shall pay Contractor, as payment for the Work, the "Contract Sum" which shall equal the sum of the Contractor Fee, the actual cost of the Work but not exceeding the GMP.

The GMP shall be determined in accordance with the formula set forth below and as described in Article 6.3. The "Cost of the Work" is defined in Article 8. Costs in excess of the GMP shall be paid by the Contractor without reimbursement by Owner. Changes to the GMP shall only be authorized by Amendment or Change Order that includes any necessary Owner approvals.

<b>Contractor Fee*</b> _____% of Est. Per RFP Response	<b>plus</b>	<b>Estimated Cost of the Work (Est COW) = GMP**</b> Includes Contractor's Contingency and the Cost for GC Work
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\* Contractor Fee is the composite of Fee/Performance & Payment Bond/Liability Insurance

\*\* Formula assumes no Early Work is performed.

**6.2 Contractor Fee; Adjustments to Contractor Fee.**

**6.2.1** The "Contractor Fee" shall be a percentage of the cost of the work and shall be calculated as \_\_\_\_\_ % of the Estimated Cost of the Work. In making such calculation, the Estimated Cost of the Work shall exclude the Contractor Fee itself, Performance and Payment Bond, Public Works Bond, Liability Insurance premium, and any other cost or charge which this Contract states is not to be included in calculating the Contractor Fee, but shall include Allowances, selected alternates, Cost for General Contractor Work, and reasonable Contractor contingencies as designated in the GMP Supporting Documents. The Contractor Fee is inclusive of profit, overhead, liability insurance, performance and payment bond and all other indirect or non-reimbursable costs. Owner shall pay the Contractor Fee ratably based upon the Cost of the Work with each application for payment.

**6.2.2** Notwithstanding any provision of Section D.1.3 of the General Conditions to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the Contractor Fee then in effect by the multiplying the percentage shown in Article 6.2.1 by the change in the

Estimated Cost of the Work reflected in such approved Amendment or Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work the Contractor Fee shall be limited to the total Contractor Fee multiplied by the percentage of Work completed and accepted at the time of termination. The Contractor Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, schedule reductions, Project delays, unanticipated costs, or unforeseen conditions.

### **6.3 GMP Basis.**

**6.3.1** The GMP is based on the following supporting documents and information (the "GMP Supporting Documents"), which are referenced and attached hereto, and that include:

- (a)** The Plans and Specifications, including all addenda thereto and the conditions of the Contract.
- (b)** Identified allowances and a statement of their basis.
- (c)** A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP to supplement the information contained in the Plans and Specifications.
- (d)** The GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
- (e)** A schedule of the Construction Documents issuance dates upon which the dates of Substantial and Final Completion are based.

**6.3.2** The GMP includes in the Estimated Cost of the Work only those taxes which are enacted at the time the GMP is established.

**6.3.3** The Estimated Cost of the Work includes the Contractor's GMP contingency, a sum established by the Contractor for the Contractor's use, with owner representative review and approval, to cover additional development of Plans and Specifications and unanticipated costs and unforeseen conditions which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order.

**6.3.4** The Contractor shall work with the Architect / Engineer and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Architect / Engineer to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established.

**6.3.5** Notwithstanding the level of detail represented in the GMP Supporting Documents, the

Contractor shall represent and warrant, at the time that it submits the GMP, that the GMP includes the entire cost of all components and systems required for a complete, fully functional facility.

**6.3.6** In developing the GMP, the Contractor shall include and identify such contingencies within the GMP as may be necessary to pay for unanticipated costs and unforeseen conditions that are required for a complete, fully functional facility.

**6.4 Owner Savings.** If the sum of the Contractor Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in Article 6.1), is less than the GMP, the savings shall accrue to the Owner.

**6.5 Allowance Work.**

**6.5.1** Contractor shall not perform any Allowance Work without prior execution by Owner of a Change Order approving the Specifications for the Allowance Work and the price thereof.

**6.5.2** Owner shall be entitled to apply any Allowance line items that are not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.

**6.5.3** If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, Contractor shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance work.

**6.5.4** The Contract Sum shall not include any Allowance items not identified in the GMP or the GMP Supporting Documents until such allowance item is reduced to a fixed price by Change Order or Amendment.

**6.5.5** If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.

## **ARTICLE 7** **CHANGES IN THE WORK**

**7.1 Price Adjustments.** Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the General Conditions, unless the adjustment is based upon fixed pricing or unit pricing:

**7.1.1** The overhead and profit markup for the Contractor shall be limited to the Contractor Fee adjustment, if any, permitted under Article 6.2.2 of this Contract;

- 7.1.2** The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 8 and 9 of this Contract, instead of being based on Contractor's Direct Costs as defined in the General Conditions; and
- 7.1.3** In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of the General Conditions, and shall not be modified by Articles 8 and 9 of this Contract.
- 7.2 Adjustments to GMP.** Adjustments to the GMP may be made only (i) in the event of Scope Changes or (ii) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:
- 7.2.1** Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). Contractor shall deliver any such GMP Change Request to Architect / Engineer, Owner's Representative and Owner's Authorized Representative promptly after becoming aware of any Scope Change if, in Contractor's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
- 7.2.2** Contractor shall submit its GMP Change Requests as soon as possible, and Contractor shall not be entitled to claim a GMP increase unless Contractor submitted a GMP Change Request to Owner's Authorized Representative, Owner's Representative and to Architect / Engineer within the earlier of (a) 30 Days after Contractor has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which Contractor intends to claim a Scope Change; and in any event, prior to Contractor's signing of a Change Order for the Scope Change.
- 7.2.3** Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the Contractor's Contingency after further development of the Plans and Specifications that form the basis for the GMP, and/or unused Allowances.
- 7.2.4** Contractor shall work with Architect / Engineer and Owner's Representative to reconcile all differences in its GMP Change Request within seven (7) calendar days from the date of submission of the GMP Change Request. "Reconciled" means that the Contractor and Architect / Engineer and Owner's Representative have verified that their assumptions about the various categories are all the same, and that they have identified the reason for differences in the GMP Change Request and the Architect / Engineer's and Owner's Representative's position. Contractor shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any Contractor claim for a GMP increase.

- 7.2.5 If the Reconciled GMP Change Request is not acceptable to Owner, Contractor agrees to work with the Owner, the Architect / Engineer and Owner's Representative to provide a GMP Change Request that is acceptable to Owner.
- 7.2.6 Contractor agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Architect / Engineer, Owner's Representative and Owner access and opportunity to view such documents at Contractor's offices. Upon Owner's reasonable notice, Contractor shall deliver two copies of such documents to Owner's Representative and Architect / Engineer at any regular meeting or at the Site.
- 7.2.7 GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the Contractor Fee applicable to such change in the Cost of the Work.
- 7.2.8 Except as provided in this Article 7.2, adjustments to the GMP shall be reconciled in accordance with Section D of the General Conditions.
- 7.3 **Execution by Owner.** Architect / Engineer and the Owner's Representative have no authority to execute Change Orders or Amendments on behalf of Owner, and only duly authorized personnel of Owner may do so.

**ARTICLE 8**  
**COST OF THE WORK**  
**(To Be Reimbursed)**

- 8.1 **Cost of the Work.** The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by Contractor in the proper performance of the Work and specifically identified in this Article 8, and only to the extent that they are directly related to the Project.
- 8.2 **Labor Costs.**
- 8.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site.
- 8.3 **Subcontract Costs.**
- 8.3.1 Contractor's actual payment to Subcontractors pursuant to Contractor's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.

**8.4 Costs of Materials and Equipment Incorporated in the Work or Stored On Site.**

**8.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.

**8.4.2** Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the Contractor. Any sale shall be commercially reasonable and Contractor shall provide accounting for such a sale within fifteen (15) days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.

**8.5 Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.**

**8.5.1** Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor; provided that Owner at Owner's option may require that Contractor deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the Contractor shall mean fair market value. Contractor shall charge no additional administrative or other mark-up for purchased items. The Contractor shall document all small tools purchased for the Project via invoices in monthly billing, and shall document the disposition of small tools which have an individual price that exceeds \$100. A copy of such disposition log shall accompany the payment application whenever these items are included in the application. In no case shall a tools cumulative billing to the project exceed 50% of fair market purchase price of the same new tool.

**8.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed 100% of the rental rates published from time to time in the Rental Rate Blue Book for Construction Equipment, prepared by Machinery Information Division of Primedia Information Incorporated in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$100, will be subject to Owner's prior approval. Contractor shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the Contractor shall charge Owner only the rental charge incurred by Contractor with no additional administrative or other mark-up. Contractor shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so

that Owner may elect for Contractor to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue.

**8.5.3** Costs of removal of debris from the site.

**8.6 Other Costs.**

**8.6.1** Deductible for builders all/risk insurance as required by Section G of the Marion County General Conditions for Public Improvement Contracts.

**8.6.2** Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the Contractor is liable.

**8.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

**8.6.4** Contractor deposits lost for causes other than the Contractor's fault or negligence.

**8.6.5** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

**8.7 Costs to Prevent Damage or Injury in Emergencies.** The Cost of the Work shall also include costs which are incurred by the Contractor in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**8.8 Cost For General Conditions Work.** Contractor shall be paid a sum of \$ \_\_\_\_\_ for all services as stated in Exhibit C as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. To the extent any GC Work is listed in Exhibit C and also otherwise described above in this Article 8, Contractor's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage thereon, shall be paid in equal installments monthly over the number of months of the scheduled Construction Phase, commencing with the first progress billing after commencement of the scheduled Construction Phase.

**ARTICLE 9**  
**COSTS EXCLUDED FROM COST OF WORK**  
**(Not To Be Reimbursed)**

**9.1 Costs Excluded from Cost of Work.** The following shall not be included in the Cost of the Work:

**9.1.1** Salaries and other compensation of the Contractor's personnel stationed at the

Contractor's principal office or offices other than the site office.

- 9.1.2 Expenses of the Contractor's principal office and offices other than the site office.
- 9.1.3 Any overhead and general expenses, except as may be expressly included in Article 8.
- 9.1.4 Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- 9.1.5 Rental cost of machinery and equipment, except as provided in Article 8.5.2
- 9.1.6 Any cost associated with the Project not specifically and expressly described in Article 8.
- 9.1.7 Costs due to the fault or negligence of the Contractor, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
- 9.1.8 The cost of correction of any repair work, nonconforming or defective work, or warranty work.
- 9.1.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in Article 8.
- 9.1.10 Fines and penalties.
- 9.1.11 The Cost of the Work for GC Work in excess of the Proposed Cost for GC Work.
- 9.1.12 Any costs in excess of the GMP.
- 9.1.13 Premiums for Subcontractor bonds unless authorized by Owner

## **ARTICLE 10** **DISCOUNTS, REBATES AND REFUNDS**

- 10.1 **Discounts, Rebates and Refunds.** Cash discounts obtained on payments made by the Contractor shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the Contractor shall make provisions so that they can be secured.
- 10.2 **Amounts Credited to Owner.** Amounts which accrue to Owner in accordance with the provisions of Article 10.1 shall be credited to Owner as a deduction from the Cost of the Work.

## **ARTICLE 11** **SUBCONTRACTS AND OTHER CONTRACTS**

- 11.1 **General Subcontracting Requirements.**

**11.1.1** Other than Work performed pursuant to Articles 11.4 of this Contract, Contractor shall subcontract the Work to Subcontractors other than the Contractor and its Affiliates.

## **11.2 Contractor's Obligations under Subcontracts.**

**11.2.1** No use of a Subcontractor or supplier shall relieve the Contractor of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the Contractor shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such Subcontractor or supplier.

**11.2.2** The Contractor shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to make all of the provisions of the Contract Documents, including the General Conditions, fully effective as applied to Subcontractors. Contractor shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of Contractor to incorporate the provisions of this Contract in each subcontract. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their work.

**11.2.3 Retainage from Subcontractors.** Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

## **11.3 Subcontractor Selection.**

**11.3.1** Unless otherwise provided under this Article 11, the selection of all Subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the competitive procurement requirements of ORS Chapter 279C, the process shall be in general compliance with the open and competitive nature of public procurement, taking into account industry subcontracting practices.

**11.3.2** Contractor shall comply, and require Subcontractor compliance with, State of Oregon Bureau of Labor & Industries prevailing wage rates as specified in the RFP.

**11.3.3** Contractor shall review all Offers and shall work with Offerors to clarify Offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.

**11.3.4** Contractor's subcontracting records that are not in the possession of the Owner shall not be considered public records; provided, however, that Owner and other agencies

of the State retain the right to audit and monitor the subcontracting process in order to protect the Owner's interests.

#### **11.4 Contractor Field Work.**

**11.4.1** The Contractor or its Affiliate may provide Contractor Field Work required to complete the Project with its own forces, without the necessity of subcontracting such work.

### **ARTICLE 12** **ACCOUNTING RECORDS**

**12.1 Accounting; Audit Access.** The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, and auditors, shall be afforded reasonable and regular access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

**12.2 Periodic and Final Audits.** Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The Contractor shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in Article 14.4.

### **ARTICLE 13** **PROGRESS PAYMENTS**

**13.1 Integration with the Marion County General Conditions for Public Improvement Contracts.** The requirements of this Article 13 and Article 14 are in addition to, and not in lieu of, the requirements of Section E of the General Conditions. In the event of conflict between the provisions of Articles 13 and 14 and Section E, the provision more favorable to Owner shall control. Without limitation, the provisions of Articles 13.3 and 13.4 shall control over the corresponding provisions of Section E.2.5 of the General Conditions.

**13.2 Progress Payments.** Based upon applications for payment submitted pursuant to Section E of the General Conditions, Owner shall make progress payments on account of the Cost of the Work and associated Contractor Fee, less 5% retainage, to the Contractor as provided below and elsewhere in the Contract Documents. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

**13.3 Percentage of Completion.** Applications for payment shall show the percentage of

completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed; or (ii) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.

**13.4 Calculation of Payment.** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- (b) Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
- (c) Add the Contractor's Fee. The portion of the Contractor's Fee payable shall be an amount that bears the same ratio to Contractor Fee as sum of the amounts in the two preceding Clauses bears to the estimated probable Cost of the Work described in Article 6.1, but in no event causing total Contractor Fee payments to exceed the total Contractor Fee;
- (d) Subtract the aggregate of previous payments made by and retained by the Owner;
- (e) Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
- (f) Subtract any amounts for which the Owner's Authorized Representative has withheld or denied payment as provided in the Contract Documents; and
- (g) Subtract 5% retainage on the entire progress payment.

**13.5 Payment Disputes.** If Owner's Authorized Representative declines to approve any duly submitted payment request by Contractor, the Contractor shall be entitled to demand a review by the Owner's Project Manager or designee of the disputed amount. Such demand shall be made by the Contractor within 30 Days after the Contractor's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 30-Day period shall result in the substantiated amount reported by Owner's accountants becoming binding on the Contractor. In addition, If Owner performs a subsequent audit of

the Cost of the Work and determines any item therein to have been unsubstantiated or that Contractor was otherwise overpaid, Contractor shall have 30 Days after delivery of request for reimbursement by Owner to demand additional review by Owner's highest contracting authority; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by Contractor. If Contractor timely submits a protest to the Owner's Project Manager or designee, Contractor's Claim shall be subject to the claims review process in Section D.3 of the General Conditions. Pending a final resolution, Owner shall pay the Contractor the amount of the application for payment approved by the Owner's Authorized Representative.

- 13.6 Effect of Payment.** Neither approval of an application for payment, a progress payment, release of retainage, final payment, or partial or entire use or occupancy of the Project by the Owner shall constitute acceptance.

#### **ARTICLE 14** **FINAL PAYMENT**

- 14.1 Final Payment Accounting.** Contractor shall submit to Owner a final detailed accounting of the Cost of the Work together with Contractor's final application for payment.
- 14.2 Calculation of Final Payment.** The amount of the final payment shall be calculated as follows:
- 14.2.1** Take the sum of the Contractor Fee, plus the actual Cost of the Work substantiated by the Contractor's final accounting. Said sum shall not exceed the GMP.
- 14.2.2** Subtract amounts, if any, for which the Owner's Authorized Representative withholds, in whole or in part, approval of payment.
- 14.2.3** Subtract the aggregate of previous payments made by Owner to Contractor. If the aggregate of previous payments made by Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to Owner within 30 Days with interest at the rate applicable to Owner payments under the General Conditions for Public Improvement Contracts.
- 14.3 Final Payment Review.** Owner or its accountants will review and report in writing on the Contractor's final accounting within 30 Days after delivery of the final accounting by the Contractor. Based upon such Cost of the Work as Owner or Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of the Contract have been met, the Owner's Authorized Representative will, within 10 Days after receipt of the written report of Owner's accountants, either issue to Owner an approval of Contractor's final application for payment with a copy to the Contractor or notify the Contractor and Owner in writing of the Owner's Authorized Representative's reasons for withholding approval of any part of the application for payment, which disapproval shall include Owner's Authorized Representative's estimate of the amount that is due the Contractor under the application for payment.

- 14.4 Final Payment Dispute.** If Owner's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand a review by the Owner's Project Manager of the disputed amount. Such demand shall be made by the Contractor within 30 Days after the Contractor's receipt of a copy of the rejection of the application for payment; failure to demand additional review within this 30-Day period shall result in the substantiated amount reported by Owner's accountants becoming binding on the Contractor. In addition, If Owner performs a subsequent audit of the Cost of the Work and determines any item therein to have been unsubstantiated or that Contractor was otherwise overpaid, Contractor shall have 30 Days after delivery of request for reimbursement by Owner to demand additional review by Owner's Project Manager; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by Contractor. If Contractor timely submits a protest to the Owner's Project Manager or designee, Contractor's Claim shall be subject to the claims review process in Section D.3 of the General Conditions. Pending a final resolution, Owner shall pay the Contractor the amount of the application for payment approved by the Owner's Authorized Representative.
- 14.5 Effect of Payment.** Neither approval of an application for release of retainage and final payment, or partial or entire use or occupancy of the Project by the Owner shall constitute acceptance of work not conforming to the Contract Documents, or waiver of the right to assert overpayment.

**ARTICLE 15**  
**TERMINATION OR SUSPENSION**

- 15.1 Owner's Termination for Convenience.** the Contract may be terminated by Owner without penalty for convenience pursuant to Section J.5 of the General Conditions in which case Contractor shall be entitled to payment of the amount stated in Article 15.1, together with the actual Cost of the Work completed, plus the Contractor's Fee prorated based on the actual Cost of the Work completed prior to the date of termination, but in any event not in excess of the GMP.
- 15.2 Owner's Termination for Cause.** In the event of termination of this Agreement by Owner for cause pursuant to Section J.4 of the General Conditions, the amount, if any, to be paid to the Contractor after application of the General Conditions and Owner's rights at law shall not exceed the amount the Contractor would be entitled to receive under Article 15.1.
- 15.3 Contractor Termination for Cause.** Contractor acknowledges that disputes regarding payments and Change Orders may occur as part of the Contractor process, and that Owner's declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by Contractor. If Contractor terminates the Contract for Owner's material breach, the amount to be paid to Contractor shall not exceed the amount Contractor would have been entitled to receive under Article 13 above through termination and demobilization from the Project, with the Contractor Fee prorated based

on the actual Cost of the Work through the date of termination.

- 15.4 Assignment of Subcontracts.** Each subcontract and supply contract for any portion of the Work is hereby irrevocably assigned by the Contractor to the Owner, provided that such assignment is effective only after termination of the Contract by the Owner, and only for those subcontracts and supply contracts which the Owner accepts by notifying the Subcontractor/supplier and Contractor in writing. For those subcontracts and supply contracts accepted by Owner, if the Work has been suspended for more than 30 Days, the Subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Contractor shall include a provision in each subcontract and supply agreement whereby the Subcontractor/supplier acknowledges Owner's rights under this Article 15.4. With respect to any subcontracts/supply contracts that are not accepted by Owner, the provisions of Section J.6.1 of the General Conditions shall apply.

## **ARTICLE 16**

### **REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS**

- 16.1 Representations and Warranties.** Contractor represents and warrants to Owner as of the effective date of the Contract:
- 16.1.1** it is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
  - 16.1.2** it has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; Contractor has duly and validly executed and delivered this Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
  - 16.1.3** Contractor's execution and delivery of this Contract and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) Contractor's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which Contractor is a party or by which Contractor may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to Contractor;
  - 16.1.4** no material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by Contractor or its consummation of the transactions contemplated hereby;
  - 16.1.5** there is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby; and

**16.1.6** the Contractor's Project Manager and Assistant Project Manager identified in Article 4 are duly appointed representatives and each has the authority to bind the Contractor to any and all duties, obligations and liabilities under the Contract Documents and any Amendments thereto.

**16.2 Tax Compliance Certification.** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Contractor, she/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

## **ARTICLE 17** **MISCELLANEOUS**

**17.1 Headings.** The headings used in this Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

**17.2 Merger.** The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. Contractor, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.

**17.3 Exemption from Competitive Bidding.** The parties acknowledge that the Contract has been awarded under an exemption from competitive bidding requirements pursuant to ORS 279C.335, as authorized by the Marion County Board of Commissioners.

## **ARTICLE 18** **AUTHORIZED REPRESENTATIVES**

**18.1 Owner Authorized Representative.** Owner designates John Lattimer, Chief Administrative Officer as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the Owner. The Owner's Authorized Representative may delegate certain duties to more than one party including without limitation, to the Owner's Representative.

**18.2 Contractor Authorized Representative.** Contractor has named \_\_\_\_\_ as its Authorized Representative to act on its behalf.

**THIS CONTRACT** is executed in three original copies of which one is to be delivered to the Contractor, and the remainder to Owner.

**Contractor:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's Federal Tax I.D. #: \_\_\_\_\_

Construction Contractor's Board Registration No.: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

Title \_\_\_\_\_

Date \_\_\_\_\_

**OWNER: MARION COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Marion County Business Services Director

\_\_\_\_\_  
Marion County Health Director                      Date

Approved as to form:

\_\_\_\_\_  
Legal Counsel                                              Date

\_\_\_\_\_  
Marion County Contracts

**EXHIBIT A**

**MARION COUNTY  
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS  
September 1, 2014 Modified**

DRAFT

**EXHIBIT B  
PLANS AND SPECIFICATIONS**

DRAFT

## EXHIBIT C

### COST FOR GENERAL CONDITIONS WORK

The table below states the categories of specific General Conditions Work costs that support the Cost for GC Work that will be payable under the Contract. The total Cost for GC Work shown below, based on the categories of GC Work below, shall be the not to exceed amount that will be payable to Contractor for GC Work, regardless of the final Project cost or the actual construction period required to complete the Project. All items of GC Work listed by Owner in the table below will be compensated either in a lump sum, fixed amount, or a not to exceed amount on a cost reimbursement basis. Any item of Work that might customarily be considered to be GC Work by Contractor but which Owner has not listed in the table below may be compensated on a cost reimbursement basis if it is described as Cost of the Work in Article 8.

B.1 Project Manager	B.28 Office Security
B.2 Project Engineer	B.29 Sustainability Coordinator/Supervisor
B.3 Superintendent	B.30 Clerical/Secretarial
B.4 Field Supervision	B.31 Project Coordination
B.5 Field Coordination	B.32 Estimating and Cost Engineering
B.6 General Foreman	B.33 Overtime for Contractor Onsite Supervisory Staff
B.7 Quality Control	B.34 Field Engineer
B.8 Safety Coordinator/Supervisor	B.35 Delivery Services
B.9 Trade Coordination	B.36 Project Foreman
B.10 Office Equipment	B.37 Fork Lift for Loading/Unloading of misc. materials
B.11 Printing/Reproduction	B.38 Loading & Unloading of miscellaneous materials
B.12 Phones/Phone lines	B.39 Jobsite Clean-up (excludes Final Cleanup)
B.13 Fuel/Maintenance	B.40 Office Supplies
B.14 Substance Abuse Testing	B.41 Office Clean-up
B.15 Construction Signage	B.42 Temporary Toilets/Sinks
B.16 Progress Photo (Monthly)	B.43 First Aid Supplies
B.17 Temporary Office	B.44 IT Equipment
B.18 Postage/Delivery	B.45 Material Handling
B.19 Internet service	B.46 Staging Area Maintenance
B.20 Vehicles	B.47 Safety barrier/Safety warnings/Safety Handrails
B.21 Submittal Review & Approval	B.48 All cost for Sustainable Construction Practices,
B.22 Courier Delivery Services	B.49 Temp. water include distribution & utility charges
B.23 Drop Boxes & Disposal Fees	B.50 Drinking Water
B.24 Office Furniture	B.51 Small Tools
B.25 Drafting and Detailing	B.52 Maintenance & Monitoring of Erosion Control
B.26 Site Security	B.53 Travel / Mileage / Subsistence
B.27 Cloud based Management of GMP per Section D.1.1 of General Conditions	B.54 Cloud based Management of Closeout Duties per Section K.2 and K.5 of General Conditions