OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL GENERAL CONDITIONS

PROJECT: BID #2023-06 NEW GEOTHERMAL STORAGE TANK

The following modifies the February 1, 2017 Oregon Institute of Technology General Conditions for Public Improvement Contracts ("Oregon Tech General Conditions") for this Contract. Except as modified below, all other terms and conditions of the Oregon Tech General Conditions shall remain in effect.

The following sections are added to Section D.2 - Delays:

D.2.4 **DAMAGES FOR DELAY – LIQUIDATED DAMAGES**

(a) It is imperative that the Work in this Contract reach Substantial Completion by **April 30, 2024**, and as further required in the Plans and Specifications. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

(b) If the Contactor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor's failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 Calendar Days	$750.00 each Calendar Day
8-15 Calendar Days	$1,250.00 each Calendar Day
16 Calendar Days and beyond	$1,500.00 each Calendar Day

Likewise, if the Work does not reach Final Completion by **May 31, 2024**, as identified in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per day for each and every calendar day of delay until Final Completion

GOOD FAITH EFFORT

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.