

- a. Authorized Representative. District shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of District with respect to all matters requiring District's approval or authorization ("District Representative"). The terms "District" and "Owner" include the District Representative.
- b. Contract Administration. District shall provide contract administrative services for the Project through District's authorized representative. The District Representative may engage and delegate authority to such additional staff and professional and technical consultants as District deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to District and in accordance with the Contract Documents, or as District directs in writing.
 1. District may engage professional architects or engineers to assist District during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of

4. Project Correspondence. Contractor shall provide District with a copy of all written communications between

4. Unnecessary Inquiries. Contractor is liable for costs incurred by District for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.

5. Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with District's policies and requirements to obtain, display, and return identification

2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to District upon request.
3. Maintenance of Records; Access to Records. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to District. These documents may be duplicative and/or be in addition to any bid documents held in escrow by District. District may, at its discretion, perform periodic audits of the aforementioned records.
4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by District.
5. Professional Design Services. District will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. District shall specify performance and design criteria that such professional services must satisfy.
6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District or generated by Contractor, including those in electronic form, are the property of District.
7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the District's consultants. District hereby grants .76-Tf0

3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to District, unless otherwise provided by the Contract Documents.
5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by District, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of District's costs, shall be at Contractor's expense.

i. Work Under the Contract

1. Defective Work. At District's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to District. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that District may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon District's demand, and shall be an obligation secured by Contractor's performance bond.
2. Correction of Work. If, in the opinion of District, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of District operations, District may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon District's demand.
3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District. Contractor shall obtain and preserve for the benefit of District, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish District with all guarantee or warranty certificates as indicated in the Specifications or upon District's request.
4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District may direct.
5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of District.
6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
7. Access to Work. Contractor shall provide District and its representatives access to the Work in preparation and progress wherever located.

j. Allowances

1. Contractor shall include all allowances stated in the Contract Documents in the Contract Sum. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Sum, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. District shall adjust the Contract Sum through a Change Order whenever costs are more than allowances. District shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.

- g. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
 - 1. Contingent Assignment of Subcontractors. Contractor shall assign to District each subcontract agreement for a portion of the Work provided that:
 - i. Assignment is effective only after termination of this Contract by District for cause or stoppage of the Work by District, and only for those subcontract agreements which District accepts by notifying the subcontractor and Contractor in writing; and
 - ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
 - 2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, District shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- h. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.
- a. Other Contractors. District may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by District, Contractor shall make such claim in the manner provided in the Contract Documents.
 - 1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
 - 2. If any part of Contractor's Work depends upon completion of the work of District or others for proper execution, Contractor shall inspect and promptly report to District any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work.2.Contractor is liable for damages for work of othe4.5 (oro5 (on)

- iii. For work performed by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.
 - iv. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.
 - v. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the District a requirement to increase bonding.
 - vi. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.
4. Equipment Costs:
- i.

- b. Construction Change Directives. A Construction Change Directive is a written order signed by District, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. District may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Sum and Contract Time being adjusted accordingly. District and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise District of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Sum or Contract Time.
1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, District may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by District. Contractor shall not exceed the budget unless District specifically authorizes the overrun in writing. District shall pay only for actual costs verified in the field by District on a daily basis. When District and Contractor reach agreement upon the adjustment for price and time, Contractor and District shall prepare and execute an appropriate Change Order.
 2. Negotiating Changes. If District and Contractor are unable to agree upon change order terms, or if in the opinion of District the Work must proceed before an agreement can be negotiated, District may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the District. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. District and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to District all evidence in support of Contractor's proposals.
 3. Markup

e. Safety Coordinator

- r. Appropriate Behavior. Contractor's conduct will be appropriate for a school site and in accordance with District policies. Contractor shall not engage in profanity or verbal or physical contact with neighbors, students, or faculty.
- s. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify District before Contractor leaves the Project Site that day.
 - a. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the District a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the District's property, including the purpose for their use on the Project.
 - b. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or

- f. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, the District's Representatives, and employees of any of them from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the District or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the District's own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents or representatives.
- g. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.
 - a. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.
 - b. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.
 - c. Form of Retainage. In accordance with the provisions of PPS-49-0140(3) (reference ORS 279C.560), Oregon Laws 2024, ch. 2, and any applicable administrative rules, Contractor may request in writing:
 - 1. to be paid amounts which would otherwise have been retained from progress payments where Contractor

- a. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.
- b. Independent Contractor
1. Contractor is engaged as an independent Contractor. Although District reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.
 2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. District may monitor Contractor's activities to determine compliance with the terms of this Contract.
 3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, District shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.
 4. Contractor is not an employee of the federal government or the State of Oregon.
 5. Contractor is not a contributing member of the Public Employees Retirement System.
 6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees its "officers," "employees," or "agents" of District or any of District's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of District employees.
- a. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including beas,, ag, agores hoerwempsdicenth al tplith allo

- c. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies District in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against District must be served in writing upon District within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- d. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and District shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- e. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, District will propose an equitable adjustment in the Contract Sum, Contract Time, or both. If District does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part

- a. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because District has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) District failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill District's obligations under this Contract.
- b. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by District constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- c. Compensation. Contractor may recover from District payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and District prior to termination for the reasons set forth above.

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- d. Suspension for Convenience. District may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as District may determine. District shall adjust Contract Sum and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.c, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and District has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- e. Termination for Convenience. District may terminate all or part of this Contract for District's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by District, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of W.5 f5 (o(W.5 f5 (o(W.M)(8E)439F5 fc)-2 (t)3.6 (ept)3.6(h3.6 (ept)3.6(ho6 ()0. (t)3.6 n()0.6 (pr)T ()0.6 (c)-2

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properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, damage to District or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent fail

j. Final Completion

1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and District accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 30 days of Substantial Completion.
2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify District which shall inspect such Work.
3. Final Application for Payment. If District finds the Punch List Work complete and acceptable under the Contract Documents, District shall notify Contractor, who shall then submit its Final Application for Payment.
4. Partial Payment of Retainage. District may reduce or eliminate the amount of the retainage on any remaining monthly contract payments after 50 percent of the work under the Contract is completed if, in District's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, and the application shall include written approval of the Contractor's surety. However, when the contract work is 97.5 percent completed District may, at District's discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. Upon receipt of a written application by the Contractor, District shall respond in writing within a reasonable time.
5. Payment of Retainage. District shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which District's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to District and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period

d. No Waiver