



July 21, 2017

Oregon State University
Construction Contracts Administration
Athletics Facilities Master Plan Consultant RFQ
RFQ # 188752

ADDENDUM NO. 1

THIS ADDENDUM IS BEING ISSUED for clarification and/or revisions of the Request for Qualifications as noted. This document is hereby made a part of the Contract Documents to the extent as though it was originally included herein.

QUESTIONS/CLARIFICATIONS:

Item 1 Question: Would the University be amenable to creating a bifurcated indemnity provision in order to help resolve our concern with the uninsurable duty to defend as it relates to the performance of professional services as set forth in Article IX, Paragraph A? If acceptable, the modification would be as easy as adding the following two paragraphs in lieu of the current Paragraph A.

"A. Claims for Other Than Professional Liability. Consultant shall indemnify, hold harmless and defend the Owner and its colleges and universities and any public agencies for which Services are performed under this Agreement as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the Consultant or the Consultant's Consultants, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.

B. Claims for Professional Liability. Consultant shall indemnify and hold harmless the Owner and its colleges and universities and any public agencies for which Services are to be performed under this Agreement as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits or actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of or relating to the professional negligent acts, errors or omissions of Consultant or its Consultants, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Agreement or any supplement or amendment hereto."

Answer: Yes, Oregon State University can agree to use this language.

END OF ADDENDUM NO. 1