

**MASTER CONTRACT  
FOR  
BUILDING PROGRAM MANAGEMENT/CONSTRUCTION MANAGEMENT  
SERVICES**

This Master Contract for Building Program Management/Construction Management Services (hereafter, “Master Contract” and further defined below, effective as of the Effective Date, is between:

“Consultant”:

and “Owner”:

**Oregon State University (“OSU”)**  
Capital Planning & Development  
3015 SW Western Blvd  
Corvallis, OR 97333

(each a “Party” and collectively, the “Parties”).

**RECITALS**

WHEREAS, Owner issued certain Solicitation Documents inviting professional consulting firms to provide Services (as hereinafter defined) to Owner; and

WHEREAS, Owner, having received and evaluated the responses to the Solicitation Documents, now desires to award a Master Contract to Consultant; and

WHEREAS, Consultant is willing and able to perform Services for Owner as stated in Consultant’s response to the Solicitation Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**AGREEMENT**

**1. DEFINED TERMS.**

Unless otherwise specifically defined in this Master Contract, words which have well-known technical meanings or construction industry meanings are used in the Master Contract documents in accordance with such recognized meanings. Capitalized terms used, but not defined herein shall have the definition set forth in OSU Standards 580, Divisions 61 and 63.

The following terms used in this Master Contract are defined as follows:

“**Additional Services**” means those services, set forth in a Supplement Amendment, that are to be performed by the Consultant and are in addition to the scope of the Services described in a Supplement.

“**Applicable Laws**” means all federal, state, county, and local laws, statutes, rules, standards, regulations, ordinances and any other laws imposed by authorities having jurisdiction over Consultant’s Services or applicable to the Services and this Master Contract.

“**Architect**” means any architect or other design professional awarded an Architect’s Contract by Owner to design all or part of any Project identified in a Supplement.

“**Architect’s Contract**” means any contract, entered into between Owner and an Architect to design all or part of any Project identified in a Supplement.

“**Authorized Representative**” means Owner’s employee, who is identified in a particular Supplement to act on behalf of Owner with respect to a Project.

“**Construction Contract**” means any contract, entered into between Owner and a Contractor, to provide any or all Work necessary to construct a Project identified in a Supplement.

“**Contractor**” means any contractor awarded a Construction Contract by Owner to construct all or part of any Project identified in a Supplement.

“**Effective Date**” means the date on which all Parties have signed this Master Contract and all required approvals have been obtained.

“**Fixed Price**” means the set price for Consultant’s Services, agreed to by the Parties and set forth in a Supplement, that is not subject to any adjustment unless through a Supplement Amendment. If the Parties agree Consultant shall be paid for its Services on a Fixed Price basis the Consultant shall be paid as set forth in Section 11 of this Master Contract.

“**Key Person**” means a person identified by the Parties in a Supplement, and employed by the Consultant or one of the Consultant’s Sub-Consultants, whose expertise will be relied upon for the performance of Consultant’s Services.

“**Master Contract**” refers to this Master Contract and Owner’s Solicitation Documents, and all associated addenda, attachments, and exhibits to each.

“**MWESB Report**” means a report by the Consultant to the Owner identifying all Minority, Women and Emerging Small Business (“MWESB”) enterprises, as those terms are defined in ORS 200.005, receiving sub-contracts throughout the course of Consultant’s Services. Each MWESB Report shall include enterprises certified with the State of Oregon as MWESB enterprises and shall include individual identification of each enterprise as a Minority business enterprise, a Women business enterprise, or an Emerging Small Business Enterprise, as applicable.

**“Project”** means the specific project for which Consultant provides Services, as set forth in a Supplement.

**“Project Documents”** means all documents or work product (including those in electronic format) applicable to the Project and prepared by the Consultant for the Owner.

**“Reimbursable Expenses”** are those expenses incurred by the Consultant in the performance of Services set forth in a Supplement.

**“Services”** means all services (as further defined herein) to be performed by Consultant and set forth in a Supplement.

**“Schedule of Charges”** means the hourly rate of compensation set forth in Addendum A of this Master Contract (incorporated herein by this reference). The Schedule of Charges includes the hourly rate to be paid to each position within Consultant’s organization that may perform Services, and shall remain fixed for the Term (as defined in Section 3) of this Master Contract unless Owner, in its sole discretion, initiates negotiation of the rates set forth in the Schedule of Charges for a particular Supplement.

**“Sub-Consultant”** means any consultant hired by Consultant, after receipt of Owner’s written consent, to assist Consultant in the performance of the Services described in the Supplement.

**“Supplement”** means a written, fully executed, supplementary agreement to this Master Contract between the Owner and the Consultant describing the Services to be performed by Consultant, the price for the Services, insurance requirements, and other obligations of the Parties.

**“Supplement Amendment”** means a written amendment, mutually agreed to and executed by the Parties, and clearly identified as an amendment to a Supplement which may alter a Supplement.

**“Time and Material”** refers to a method which Consultant may be paid for its Services.

**“Travel Policy”** means the most recent OSU Contractor Travel Reimbursement Policy promulgated by Owner. The current Travel Policy is set forth in Addendum B, incorporated by this reference. Owner may update the Travel Policy and Travel Policy rates from time to time and updates will be posted on Owner’s website. The Travel Policy rates in effect on the effective date of Supplement shall apply to all pre-approved travel expenses incurred by Consultant for that Supplement. Any reference in Addendum B to “Contractor” means “Consultant” for purposes of this Master Contract or any Supplement.

**“Work”** means the furnishing of all materials, labor, equipment, transportation, services, and incidentals for the construction of all or part of any Project identified in a Supplement by a Contractor.

## **2. INCORPORATION AND INTERPRETATION OF DOCUMENTS**

Consultant agrees to provide Services in accordance with this Master Contract. The Master Contract documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Master Contract documents, interpretation will be based on the order of precedence set forth in the Supplement. Notwithstanding the foregoing, the terms of any one Supplement awarded to Consultant shall pertain only to that Supplement and shall not modify any other Supplement awarded to Consultant.

## **3. TERM**

The term of this Master Contract begins on the Effective Date and expires on December 31, 2017 (the "Term"). However, unless terminated in accordance with the Supplement's terms and conditions, Supplements awarded pursuant to this Master Contract remain effective until completion of Consultant's Services on a Project, even if such completion occurs after expiration of the Term.

## **4. SERVICE REQUEST; SUPPLEMENT AWARD**

Owner may request (each such request, a "Request") Services for a specific Project. Consultant may respond to a Request for Services as defined in the Request. However, Consultant's response must clearly state the maximum not-to-exceed price if completed on a Time and Materials basis or the Fixed Price for the Services, in accordance with the Request, this Master Contract, the Schedule of Charges (if applicable), and the conditions of the Project.

Upon Owner's election to award a Project to Consultant, the scope and cost of the Services with regard to each such specific Project will be specified in a Supplement. The terms and conditions specified in this Master Contract shall be incorporated in any Supplement issued.

From time to time, Owner and Consultant may elect to modify a Supplement by way of a Supplement Amendment.

## **5. SUPPLEMENT AWARD NOT GUARANTEED**

Owner does not warrant or guarantee that any Services will be Requested or authorized through a Supplement to this Master Contract during the Term. Owner and the Consultant agree that no Services shall be performed without full execution of a Supplement. Further, full execution of a Supplement is a condition precedent to Owner's obligation to pay Consultant for Services.

## **6. SERVICES**

Consultant shall provide Owner with professional consulting Services more particularly described in a Supplement. Consultant shall perform Services in accordance with the terms of this Master Contract, and Consultant hereby agrees to the following:

- A. Consultant shall perform Services at all times in compliance with the standard of care set forth in this Master Contract.
- B. Services may include creation of Project Documents required to achieve identified Project objectives. Consultant shall complete all Project Documents in accordance with Section 10 of this Master Contract and as may be more particularly defined in a Supplement.
- C. Consultant shall perform, at no additional cost to Owner all Services necessitated in whole or in part by errors and omissions of, or breach of this Master Contract by Consultant or any persons or entities for whom Consultant is responsible.

## **7. SCHEDULE**

Consultant acknowledges that time is of the essence in the performance of all Services for all Supplements. Upon Owner's request, either prior to execution of a Supplement or at any time thereafter, Consultant shall submit a written schedule for performance of Services ("Schedule"). The Schedule shall be in form and level of detail as required by Owner. Consultant shall periodically reevaluate the Schedule and promptly notify Owner in writing of any actual or anticipated deviations from the Schedule. Any adjustments to the Schedule shall be allowed only with prior written approval of Owner.

## **8. STANDARD OF CARE**

By execution of this Master Contract, Consultant agrees that Consultant and any other persons or entities for whom Consultant is responsible shall exercise a high degree of care, diligence, skill, and judgment in the rendition of all Services, which shall be no less than the reasonable standard of care exercised by consultants performing work or providing services for projects of a size, scope, and complexity similar to the Services for which Consultant is retained.

## **9. CONSULTANT'S REPRESENTATIONS AND WARRANTIES**

Consultant represents and warrants to Owner that:

- A. Consultant has the power and authority to enter into, and perform Services in accordance with, the terms of this Master Contract.
- B. Upon execution and delivery, this Master Contract is a valid and binding obligation enforceable in accordance with its terms.
- C. Consultant is responsible for all Services performed under this Master Contract and accepts liability for its Services as further described in this Master Contract.
- D. Consultant shall remain duly licensed to perform the Services at all times during the Term and, if there is no licensing requirement to perform the Services, Consultant shall

remain qualified and competent to perform Services at all times during the Term of this Master Contract.

- E. Consultant is experienced, having the skill, legal capacity, and professional ability necessary to perform the Services required for Projects contemplated in this Master Contract and all Supplements in a manner consistent with the standard of care set forth in this Master Contract.
- F. Consultant has the capabilities and resources necessary to perform the obligations of this Master Contract.
- G. Consultant either is, or warrants that it will become in a manner consistent with the standard of care set forth in this Master Contract, familiar with all Applicable Laws pertaining to the Services.

## **10. PROJECT DOCUMENTS**

Consultant shall prepare Project Documents which comply with all Applicable Laws and be complete and functional for the purposes intended. Consultant further agrees that Owner's review or acceptance of Project Documents or authorization to continue to the next phase of Services shall not be deemed as approval of the adequacy of the Project Documents. Any review or acceptance by Owner will not relieve the Consultant of any responsibility for complying with the standard of care set forth herein. The terms included in this Section 10 are in addition to, and not in lieu of, any representations or warranties provided by Consultant herein.

## **11. COMPENSATION**

Consultant will be compensated for all Services performed in accordance with a Supplement. The conditions for payment shall be clearly set forth in the Supplement.

## **12. PAYMENTS**

Owner's payments to Consultant shall be consistent with the following:

- A. All monthly payments for Services performed will be made by the Owner based upon invoices submitted by the Consultant for Services rendered and Reimbursable Expenses incurred during the preceding month. Payment requests, invoices, and required documentation must be submitted to Owner's Authorized Representative indicated in the Supplement. One copy of each invoice, with required documentation, must be delivered to the Owner's address set forth in the Supplement.
- B. Payments to the Consultant will be made following Owner's review and approval of the invoices and required documentation, acceptance of the Services performed, and approval of the Reimbursable Expenses incurred. Payments to the Consultant for Services performed and invoiced (including Reimbursable Expenses) may be made for each phase of Consultant's Services in percentages if set forth in the Supplement. The total of all payments for Services may not exceed the Maximum Compensation set forth in any

Supplement and if completed on a Time and Materials basis, the hourly rates set forth in the Schedule of Charges. The total of all payments for Reimbursable Expenses may not exceed the Maximum Compensation set forth in any Supplement or the rates set forth in the Travel Policy.

- C. Owner reserves the right to retain up to five percent (5%) of the Maximum Compensation, in total or by each phase of Services, for payment, subject to Owner's acceptance of the Services and any deliverables.
- D. Owner shall have the right to withhold payment from Consultant for any unsatisfactory Service until such Service is performed satisfactorily.
- E. No deductions will be made from Consultant's compensation or Reimbursable Expenses for penalties or liquidated damages.

### **13. KEY PERSONS**

The Parties may agree in a Supplement that Consultant's Services must be performed by one or more Key Person(s). In such a case, the Parties shall identify each of Consultant's employees that shall be considered Key Person(s) for that Project in the Supplement. Each Supplement will also set forth the conditions applicable to Consultant's Services performed by the Key Person(s).

### **14. MASTER CONTRACT ADMINISTRATION**

Owner may designate an Authorized Representative in each Supplement who shall act on behalf of Owner with respect to the Project. Unless directed otherwise, Consultant shall: 1) include the Authorized Representative in all communications arising out of or relating to the Project, and 2) accept directives only from Owner's Authorized Representative and not from Owner's other employees or consultants. Owner may replace Authorized Representative at its sole option. If such a replacement is made, Owner shall notify Consultant in writing. Consultant acknowledges that the Authorized Representative may not have the authority to execute Supplements or Supplement Amendments, and hereby agrees that only Supplements and Supplement Amendments executed by Owner's staff with delegated authority to do so shall be binding.

### **15. PROJECT COORDINATION**

Consultant shall cooperate with other consultants and Contractors that Owner may employ from time to time to provide goods and services in connection with a Project. Consultant's cooperation will include all steps reasonably necessary to furnish Services as set forth in a Supplement. Consultant shall be responsible for completing its Services in a manner that facilitates timely Project completion.

### **16. MWESB REPORT REQUIREMENT**

For each Project, Consultant shall deliver to Owner each MWESB Report described in this Section. Timely receipt of MWESB Reports shall be a condition precedent to Owner's obligation to pay any progress payments or final payments.

- A. Consultant shall submit annual MWESB Reports on June 30 of each year a Supplement is active ("Annual MWESB Report"). Supplements first executed within ninety days before June 30 of the year of execution by Consultant, may at the discretion of Owner, be exempt from submitting the Annual MWESB Report otherwise due on June 30. The Annual MWESB Reports must include the total number of contracts and subcontracts awarded to MWESB enterprises as Sub-Consultants, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months.
- B. Consultant shall submit a final MWESB Report as a condition of final payment ("Final MWESB Report"). The Final MWESB Report must include the total number of contracts and subcontracts awarded to MWESB enterprises as Sub-Consultants and the dollar value of their respective contracts and subcontracts during the course of the Project.

## **17. SERVICES OF CONSULTANT'S SUB-CONSULTANTS**

Upon receiving prior written approval of Owner, which shall not be unreasonably withheld, Consultant may employ Sub-Consultants in the performance of its Services. Consultant shall be responsible for any Service performed by a Sub-Consultant. All Sub-Consultant agreement(s) shall bind the Sub-Consultant to the following Sections of this Master Contract: 19-INSURANCE, 20-INDEMNITY, 22-TERMINATION, 23-SUSPENSION OF SERVICES, 25-TAX COMPLIANCE CERTIFICATION, 26-COMPLIANCE WITH APPLICABLE LAW; 28-CHOICE OF LAW; JURISDICTION AND VENUE, 29-MEDIATION, 31-CONSULTANT AS INDEPENDENT CONTRACTOR, 32-ACCESS TO RECORDS, 33-OWNERSHIP OF WORK PRODUCT, 34-MINIMUM WAGE RATES FOR PUBLIC WORKS, 38-NO WAIVER, 42-FOREIGN CONTRACTOR, and 43-MEDIA CONTACTS.

Consultant shall pay any Sub-Consultants out of the Maximum Compensation. The Owner has no contractual obligation or legal duty to pay any Sub-Consultants or ensure that the Consultant makes full and timely payment to the Sub-Consultants for Services rendered on the Project.

Services performed by Consultant through its Sub-Consultants must be included in Consultant's invoices at the cost incurred by the Consultant without mark-up, unless otherwise agreed by the Parties in writing. Consultant shall provide to the Owner: 1) copies of Sub-Consultant's invoices submitted to the Consultant, and 2) Consultant's requests for payment to the Owner under this Master Contract.

In the event that a Sub-Consultant is replaced or substituted for by the Consultant, the Consultant shall disclose such an event in writing to the Owner. The Owner may, in its sole discretion, accept the substitute Sub-Consultant or may request a different substitute Sub-Consultant. The substitution may not disrupt or alter the terms of the Project, and the Consultant shall take all



actions reasonably necessary to ensure the cooperation of former and current Sub-Consultants in the complete and timely performance of the Services.

## **18. SUCCESSORS AND ASSIGNS**

The provisions of this Master Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Upon execution of this Master Contract, Consultant shall not enter into any new Sub-Consultant agreements for Services set forth in a Supplement or assign, delegate, or otherwise transfer any of its interest in, rights to, duties, or obligations under this Master Contract or a Supplement hereto without Owner's prior written consent, which shall not be unreasonably withheld.

## **19. INSURANCE PROVISIONS**

For each Supplement, Consultant shall maintain in full force, at its own expense, and for the duration of the Project, any and all insurance required by Owner and set forth in the Supplement pertaining to that Project. In addition, the Consultant agrees to the following:

- A. If any insurance required in a Supplement is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of 24 months or the maximum time period available to the Consultant in the marketplace if less than 24 months. Consultant will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following completion of the Project. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Supplement. Evidence of suitable coverage will be a condition of final acceptance and payment under a Supplement.
- B. Prior to the execution of a Supplement by Owner, the Consultant shall furnish certificates of insurance to Owner as evidence of the insurance coverage required by the Supplement (each a "Certificate" and collectively the "Certificates"). Complete copies of insurance policies, trust agreements, or other related documentation must be provided to Owner upon request. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.
- C. All Certificates, except for Workers' Compensation, must include the following language: "Oregon State University and its directors, board members, officers, and employees are named an additional insured with respect to their interests." Consultant shall provide an endorsement from the insurance company to this effect.
- D. The Certificates required to be provided by the insurance company or companies must give a 30-calendar day notice (without reservation) to Owner if the insurance is canceled. If Consultant receives a non-renewal or cancellation notice from an insurance carrier regarding coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant shall notify Owner within ten (10) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, Consultant shall stop Services pursuant to any Supplement, unless all required insurance remain in

effect. Any failure to comply with the reporting provisions of this Section, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to Owner and its directors, officers, and employees. Owner may suspend Consultant's Services until a new Certificate of insurance is provided to Owner evidencing the replacement coverage. Consultant expressly agrees that Owner reserves the right to withhold payment to Consultant until evidence of reinstated or replacement coverage is provided to Owner.

- E. Consultant shall obtain insurance coverage required for each Supplement from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner.
- F. If Consultant changes any insurance carrier during the term of a Supplement, Consultant shall provide Owner with Certificate(s) from the new carrier(s) in accordance with the terms of this Master Contract and the Supplement.

## 20. INDEMNITY, RESPONSIBILITY FOR DAMAGES

Owner and Consultant hereby agree to the following:

- A. Consultant shall indemnify, save, defend, and hold harmless Owner (and its directors, board members, officers, agents, and employees) from and against all claims, suits, or actions of any nature, resulting from, or arising out of, the activities or omissions of the Consultant and its Sub-Consultants, partners, joint venturers, agents, or employees acting under this Master Contract or any Supplement.
- B. **Owner Defense Requirements.** Notwithstanding the foregoing defense obligations of the Consultant, neither the Consultant nor any attorney engaged by the Consultant shall defend any claim in the name of the Owner, the State of Oregon, or purport to act as legal representative of the Owner or the State of Oregon, without the prior written consent of the Owner. The Owner may at anytime elect to assume its own defense and settlement in the event that it determines that the Consultant is prohibited from defending the Owner, that Consultant is not adequately defending the Owner's interests, that an important governmental principle is at issue, or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the Consultant if the Owner elects to assume its own defense.
- C. **Owner's Actions.** Sub-sections A and B above do not include indemnification by the Consultant of the Owner for the Owner's activities, whether related to this Master Contract, a Supplement, or otherwise.

## 21. AMENDMENTS TO THE MASTER CONTRACT

The parties may only change the provisions of this Master Contract via the written execution by both parties of an amendment to this Master Contract, the amendment specifically identified as an amendment to this Master Contract.

## 22. TERMINATION

This Master Contract or any Supplement may be terminated as follows:

- A. At any time by mutual consent of the Parties.
- B. By Owner, upon written notice to the Consultant specifying the termination date.
- C. Termination for the following events shall be effective immediately and considered a "Termination for Cause":
  - i. Consultant no longer holds the required licenses or certificates to perform the Services.
  - ii. Consultant is listed on the Bureau of Labor and Industry's ("BOLI") list of contractors ineligible to receive public works contracts, or any other list maintained by the state of Oregon, OSU, or federal government, as updated from time to time (collectively the "Debarment Lists"). Consultant as well as any firm, corporation, partnership, or association in which the Consultant has a financial interest appearing on the Debarment Lists shall be ineligible to provide Services to Owner.
  - iii. Should Consultant commit a material default of any Supplement, Owner shall, in its sole discretion, have the right to terminate all other Supplements issued to Consultant pursuant to this Master Contractor regardless of whether such default has occurred as to any other Supplement.
  - iv. Consultant commits a material default of any covenant, representation, warranty, obligation or agreement pursuant to this Master Contract or any Supplement hereto, fails to perform the Services called for in a Supplement within the time specified or allowed in the Supplement, or so fails to perform the Services as to endanger performance of a Supplement in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).
- D. Upon receiving a notice of termination, Consultant shall immediately cease all Services related to the Project, except as otherwise directed in writing by the Owner.
- E. Consultant may terminate this Master Contract if Owner fails to pay Consultant per the terms of this Master Contract or a Supplement, provided that Owner has failed to make payment within 15 calendar days after receiving written notice from Consultant of such failure to make payment.

- F. Upon termination, Consultant shall deliver to Owner all existing Project Documents and other property that, if the Supplement had been completed, would be required to be furnished to Owner. All existing Project Documents delivered to Owner shall be subject to the ownership provisions of Section 31. The rights and remedies of Owner provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Contract.
- G. In the event of termination Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable close-out costs less previous amounts paid and any claim(s) which Owner has against Consultant. Within 30 days of the termination date, Consultant shall submit an itemized invoice for all Services completed before termination and all close-out costs actually incurred. Owner shall not be obligated to pay invoices received by Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall remit excess to Owner upon demand.
- H. In the event of a Termination for Cause, Owner shall retain any remedy available in law or equity. Such remedies may be pursued separately, collectively, and in any order whatsoever. Consultant will not be compensated for any Services performed after notice Termination for Cause, including any close-out costs. If it is determined that Consultant was not in default under this Section 22, the rights and obligations of the Parties shall be the same as if the Master Contract or Supplement was terminated pursuant to subsection (B) of this Section 22.

### **23. SUSPENSION OF SERVICES**

Owner, at its sole discretion, may suspend Consultant's Services. To suspend Services, Owner shall deliver written notice to Consultant stating the effective date and length of the suspension. Owner shall provide Consultant written notice of the time and date, determined at Owner's sole discretion, when Consultant's Services may resume. Owner shall not be obligated to pay Consultant for Services performed during any suspension of Services as set forth in this Section. Consultant shall not resume Services until written notice is provided by Owner. Length of suspension shall be determined at Owner's sole discretion but shall not exceed 180 days. If notice to resume Services is not received within 180 days from date of suspension, the Supplement is considered terminated.

### **24. ASBESTOS AND OTHER HAZARDOUS SUBSTANCES**

It is the Owner's intention that the Services will not involve the removal, destruction or other remediation of asbestos, asbestos-related materials, hazardous wastes, hazardous substances, or other hazardous materials (collectively, the "Hazardous Substances"). It is understood and agreed that the Owner will contract with other parties for the removal of any Hazardous Substances prior to the commencement of any Project or at such time as Hazardous Substances are detected. It is understood and agreed that the Consultant may not and does not prescribe any safety measure or abatement procedure and is not responsible for any act or omission relating to the acts of the Owner, another professional consultant not employed by Consultant, contractor, or subcontractor providing Services relating to the abatement of such Hazardous Substances.

## **25. COMPLIANCE WITH APPLICABLE LAW**

The Consultant agrees to comply with all Applicable Laws. The Consultant specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of the Consultant to comply with all Applicable Laws shall not relieve the Consultant of its obligations or any other requirements of this Master Contract.

## **26. PAYMENTS TO SUPPLIERS, LIENS**

Consultant further agrees to make payments promptly when due to all persons supplying the Consultant labor or materials for performance of any Services. Consultant shall pay all contributions or amounts due the Industrial Accident Fund as incurred in the performance of the Services by Consultant and its Sub-Consultants. Consultant shall not permit any lien or claim to be filed or prosecuted against the State or Owner on account of any labor or material furnished under this Master Contract and any Supplement and shall pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Consultant fails or refuses to make any such payments required herein, Owner may pay such claim. Any such payment shall not relieve Consultant or Consultant's surety from obligations with respect to any unpaid claims.

## **27. CHOICE OF LAW; JURISDICTION AND VENUE**

This Master Contract and any Supplement will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Owner and Consultant that arises out of or relates to performance of this Master Contract or any Supplement will be brought and conducted solely and exclusively within the Circuit Court for Benton County, in the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way will this section be construed as a waiver by Owner of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. The Consultant, by execution of this Master Contract, hereby consents to the in personam jurisdiction of the above courts.

## **28. MEDIATION**

The Parties, in an effort to resolve any conflicts that may arise during the design or construction of a Project or following the completion of the Project, agree that all disputes arising out of or relating to this Master Contract or any Supplement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise. Each Party shall be responsible for its own costs related to the mediation. The Parties shall share the cost of retaining a mediator equally.

The Consultant further agrees to include a similar mediation provision in all agreements with Sub-Consultants Services under this Master Contract. All participating parties shall exercise good faith efforts to resolve disputes in mediation.

## **29. THE CONSULTANT AS INDEPENDENT CONTRACTOR**

Consultant shall perform all Services as an independent contractor. The Consultant agrees to the following:

- A. The Consultant is solely responsible for determining the appropriate means, method, and manner of performing Services. However, Owner reserves the right to: (1) determine and modify the delivery schedule for Services to be performed under a Supplement, and (2) evaluate the quality of the completed performance.
- B. The Consultant is not an officer, employee, or agent of the State of Oregon or Owner, as those terms are used in ORS 30.265.
- C. The Consultant is not a contributing member of the Public Employee's Retirement System and is responsible for any federal or state taxes applicable to compensation or payments paid to the Consultant under a Supplement. The Consultant will not be eligible for any benefits from these payments for federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual. If any payment is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

### 30. ACCESS TO RECORDS

For not less than six (6) years after expiration of this Master Contract, Owner, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to Services performed under a Supplement for the purpose of making audit, examination, excerpts, and transcripts. If any part of this Master Contract, Supplement, or any resulting Construction Contract(s) is involved in litigation, the Consultant shall retain all pertinent records for not less than six (6) years or until all litigation is resolved, whichever is longer. The Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

### 31. OWNERSHIP OF WORK PRODUCT

Owner and Consultant hereby agree to the following:

- A. **Definitions.** The following terms used in this Section have the meanings set forth below:
- i. “Consultant Intellectual Property” means any intellectual property owned by the Consultant and developed independently from the Master Contract and any Supplement.
  - ii. “Third Party Intellectual Property” means any intellectual property owned by parties other than Owner or Consultant.
  - iii. “Work Product” means every invention, discovery, work of authorship, Project Drawing, trade secret, or other tangible or intangible item, whether completed, partially completed, or in draft form and all intellectual property rights therein, that the Consultant is required to deliver to Owner pursuant to the Master Contract and any Supplement.
- B. **Work Product.** All Work Product created by the Consultant, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire,” is the exclusive property of Owner. Owner and the Consultant agree that Work Product that constitutes original works of authorship (the “Original Work Product”) is “work made for hire”, and Owner is the author within the meaning of the United States Copyright Act. The Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all Original Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner’s reasonable request, the Consultant shall execute such further documents and instruments necessary to fully vest rights to Original Work Product in Owner. The Consultant forever waives any and all rights relating to Original Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications. However, see Sections 31.C., 31.D., 31.E. and 31.F. immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works, and Third Party Intellectual Property derivative works.
- C. **Consultant Intellectual Property.** In the event that portion of the Work Product is Consultant Intellectual Property or is necessary for Owner to reasonably enjoy and use

Work Product, the Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants, and others to do the same on Owner's behalf. At the request of the Consultant, Owner shall take reasonable steps to protect the confidentiality and proprietary interests of the Consultant in any Consultant Intellectual Property licensed under this Section within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

- D. **Third Party Intellectual Property.** In the event that any portion of the Work Product is Third Party Intellectual Property, or in the event any Third Party Intellectual Property is needed by Owner to reasonably enjoy and use Work Product, the Consultant shall secure on Owner's behalf, and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants, and others to do the same on Owner's behalf.
- E. **Consultant Intellectual Property-Derivative Work.** If all or any portion of the Work Product is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, the Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize others to do the same on Owner's behalf.
- F. **Third Party Intellectual Property-Derivative Work.** If all or any portion of the Work Product is a derivative work based on Third Party Intellectual Property or is a compilation that includes Third Party Intellectual Property, the Consultant shall secure on Owner's behalf, and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, including the right to authorize others to do the same on Owner's behalf.
- G. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 31, the Consultant may refer to the Work Product in its marketing materials and, unless specified otherwise, Owner hereby grants to the Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display Work Product on other unrelated projects for this limited use. This provision explicitly excludes any "Confidential Information" protected from disclosure under the provisions of this Section 31(I) and 31(J) below. Consultant may use the Work Product for other uses only with Owner's prior written approval.



H. **Confidential Information.** Any and all information that Owner designates as confidential (either on the document itself or through related correspondence) and any other documents or materials (including software) that result from the Consultant's use of such information and any other Work Product that Owner designates as confidential, is deemed to be confidential information of Owner ("Confidential Information"). Confidential Information does not include information that (i) is or becomes (other than by disclosure by the Consultant) publicly known; (ii) is furnished by Owner to others without restrictions similar to those imposed by this Master Contract; (iii) is rightfully in the Consultant's possession without the obligation of nondisclosure prior to the time of Owner's Confidential Information disclosure; (iv) is obtained from a source other than Owner without the obligation of confidentiality; (v) is disclosed with the written consent of Owner; or (vi) is independently developed by employees, Sub-Consultants, or agents of the Consultant who can be shown to have had no access to the Confidential Information.

I. **Non-Disclosure.** The Consultant shall hold Confidential Information in strict confidence, using at least the same degree of care that the Consultant uses in maintaining the confidentiality of its own confidential information, and shall not, without Owner's prior written consent, copy, reproduce, sell, assign, license, market, transfer, dispose of, give, disclose, or otherwise use Confidential Information for any purposes whatsoever outside of the scope of Services of this Master Contract and any Supplements. The Consultant shall advise each of its employees, Sub-Consultants, and agents of their obligations to keep Confidential Information confidential. The Consultant shall use reasonable efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. The Consultant shall advise Owner immediately if the Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms this Section 31(J), and the Consultant shall, at its expense, cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner against any such person. Upon termination of this Master Contract and any Supplement, or at Owner's request, the Consultant shall turn over to Owner all documents, papers, and other materials in the Consultant's possession that contain Confidential Information. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, the Consultant shall immediately notify Owner of such subpoena or other legal process, provide Owner with copies of all related documentation, including the subpoena or other request for disclosure, and otherwise cooperate with Owner. In the event Owner decides not to oppose such subpoena or other legal process or Owner's decision to oppose the subpoena or legal process has not been successful, the Consultant shall be excused from the requirements of this provision to the extent necessary to meet the demands of the subpoena or other legal process requesting disclosure of Confidential Information.

## 32. MINIMUM WAGE RATES FOR PUBLIC WORKS

Certain Services performed pursuant to this Master Contract may be interpreted by BOLI as subject to Prevailing Wage Rate laws (ORS 279C.800 to 279C.870, and hereinafter, "PWR Law"), or Owner may elect to require Consultant to comply with PWR Law, regardless of applicability, with regard to Services performed pursuant to a Supplement. To the extent

Consultant's Services are subject to PWR Law or upon the election of Owner, the following terms shall apply:

- A. Consultant shall pay workers not less than the specified minimum hourly rate of wage set forth in the applicable BOLI schedule of Prevailing Wage Rates for Public Works Contracts in Oregon, as indicated in the Supplement. Consultant shall include the preceding requirement in any subcontract with a Sub-Consultant.
- B. If Consultant's Services are subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Consultant shall pay the higher of the applicable state or federal prevailing rate of wage.
- C. Consultant, and any Sub-Consultant(s) retained by Consultant, must have a public works bond filed the Construction Contractors Board before starting work on the Project, unless exempt.
- D. If the Consultant fails to make timely payment for labor or services, Owner may pay any amounts due and withhold those amounts from payments to the Consultant.
- E. As a condition to Owner's performance hereunder, no person may be employed to Work under this Master Contract for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where required by public policy. In such instances, Consultant shall pay the employee at time and a half pay:
  - i. For all overtime in excess of eight hours a day or forty hours in one week when the work week is five consecutive days, Monday through Friday; or
  - ii. For all overtime in excess of ten hours a day or forty hours in one week when the work week is four consecutive days, Monday through Friday; and
  - iii. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
  - iv. This Section does not apply to Consultant's Services under this Master Contract to the extent Consultant is currently a party to a collective bargaining agreement with any labor organization.
  - v. No restrictions of pay scales included in this Section excuses Consultant from compliance with Schedules for completion of Services in a Supplement.
- F. Consultant shall provide written notice to workers of the number of hours per week and days per week they may be required to work.
- G. Consultant shall make prompt payment for all medical services for which Consultant has agreed to pay, and for all amounts for which the Consultant collects or deducts from the worker's wages.

H. In every agreement with Sub-Consultants providing services on the Project, Consultant shall require its Sub-Consultant(s) to provide a public works bond filed with the Construction Contractor's Board before starting work on the Project, unless exempt.

### **33. SEVERABILITY**

The Parties agree that if any term or provision of this Master Contract is declared by a court of competent jurisdiction to be illegal or in conflict with Applicable Laws, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Master Contract did not contain the particular term or provision held to be invalid.

### **34. DISCLOSURE OF SOCIAL SECURITY NUMBER.**

Consultant shall provide its Social Security number or federal tax ID number to Owner, pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

### **35. FORCE MAJEURE**

Neither Party shall be held responsible for delay or default caused by Force Majeure. "Force Majeure" means fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes of any other act, event or occurrence that is beyond the reasonable control of the party and which could not have been avoided by the exercise of care, prudence, foresight and diligence by such party. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Master Contract.

### **36. NO WAIVER**

The failure of Owner to enforce any provision of this Master Contract shall not constitute a waiver or relinquishment by Owner of the right to such performance in the future nor of the right to enforce any other provision of this Master Contract.

### **37. RECYCLING**

Consultant shall use recycled products to the maximum extent economically feasible in the performance of the Services.

### **38. NOTICES**

Except as expressly provided otherwise in this Master Contract, any notices to be given hereunder will be given in writing by personal delivery, email, or mail (postage prepaid) to the Consultant or Owner at the address or number set forth on page 1 of this Master Contract and on the Supplement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed (postage prepaid) will be deemed to be given five (5) calendar days after the date of mailing. To be effective against Owner, email transmission must be confirmed by telephone notice to Owner and will be deemed to be given upon such confirmation. Any notice by personal delivery will be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission. Notices specific to a Project will be given as set forth in the Supplement pertaining to that Project.

### **39. THIRD PARTY BENEFICIARIES**

Nothing contained in this Master Contract or any Supplement shall create a contractual relationship with, or a cause of action in favor of, a third party against Owner or the Consultant. Consultant's Services shall be performed solely for the Owner's benefit and no other entity or person shall have any claim against Consultant because of this Master Contract for the performance or nonperformance of Services.

### **40. FOREIGN CONTRACTOR**

Consultant shall be licensed to do business and provide Services in the State of Oregon by all necessary authorities having jurisdiction over this Master Contract, the Project or the Services during the Term of the Master Contract. If Consultant is not domiciled or registered to do business in the State of Oregon, Consultant will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies prior to performing any Services. The Consultant shall demonstrate its legal capacity to provide Services in the State of Oregon before entering into any Supplement.

### **41. MEDIA CONTACTS**

The Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding a Project without Owner's prior written authorization.

### **42. CONFLICT OF INTEREST**

The Consultant shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to Services performed under a Supplement without Owner's prior consent, which may be withheld in Owner's sole and absolute discretion.

### **43. EXECUTION AND COUNTERPARTS**

This Master Contract may be executed in several counterparts, each of which will be an original, all of which will constitute the same instrument.

**44. MERGER CLAUSE**

**THIS MASTER CONTRACT, TOGETHER WITH ANY OTHER MASTER CONTRACT DOCUMENTS ATTACHED OR INCORPORATED BY REFERENCES INTO THIS MASTER CONTRACT, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS MASTER CONTRACT.**

**SIGNATURES**

**IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Master Contract as of the dates written below.**

		OREGON STATE UNIVERSITY
, Consultant		Owner
By _____	By _____	
Title _____	Title _____	
Date _____	Date _____	

**MASTER CONTRACT  
FOR PROFESSIONAL CONSULTING SERVICES  
OREGON STATE UNIVERSITY**

**ADDENDUM A – SCHEDULE OF CHARGES**

The Consultant agrees to the following hourly compensation for the positions within its organization:

*\$ Per Hour*

SAMPLE

**MASTER CONTRACT**  
**FOR PROFESSIONAL CONSULTING SERVICES**  
**OREGON STATE UNIVERSITY**

**ADDENDUM B –Travel Reimbursement Policy**

**Oregon State University Contractor Travel Reimbursement Policy**

The Travel Policy set forth below may be modified from time to time and posted on Owner’s website.

Category	Rate Summary	Policy
<p><b>Instate Travel:</b></p> <p>Meal per diem \$52            B = \$13.00            L = \$13.00            D = \$26.00</p>	<p>All Oregon Cities</p> <p>Meals \$52.00            Lodging \$118.00</p>	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS’s High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities.</li> <li>• No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<p><b>Out-of-State, and Continental US Travel:</b></p> <p><b>High</b> meal per diem \$65            B = \$16.25            L = \$16.25            D = \$32.50</p> <p><b>Low</b> meal per diem \$52            B = \$13.00            L = \$13.00            D = \$26.00</p>	<p><b>High:</b> See list of High Cost Cities</p> <p>Meals \$65.00            Lodging \$186.00</p> <p><b>Low:</b> All other cities, Continental US</p> <p>Meals \$52.00            Lodging \$118.00</p>	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS’s High-Low Substantiation Method</i>.</li> <li>• No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>

<p><b>Foreign &amp; Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b></p>	<p>Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.</p>	<ul style="list-style-type: none"> <li>• <b>Contact Oregon State University Business Services for current per diem rates for these locations.</b></li> <li>• <b>If meals are provided at the meeting or event, no meal per diem is allowed.</b></li> <li>• Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.</li> <li>• No receipts are required for lodging, meals and incidental expenses.</li> </ul>			
<p><b>Mileage for Private Vehicle:</b></p>	<p>56.0 cents per mile.</p>	<ul style="list-style-type: none"> <li>• Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> <li>○ Mileage Chart in the Excel file (see Excel file)</li> <li>○ Actual mileage (from the odometer)</li> <li>○ Mapping software (e.g., mapquest.com)</li> </ul> </li> <li>• Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> <li>• Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li> </ul>			
<p><b>Pro-ration of meals for partial days involving an overnight stay:</b></p>		<p><b>INITIAL Day of Travel – Leave:</b></p>	<p><b>Prior to 7:00 am</b></p>	<p><b>7:00 am to 12:59 pm</b></p>	<p><b>1:00 pm and after</b></p>
		<p><b>Meal Allowance</b></p>	<p>Breakfast, lunch, dinner</p>	<p>Lunch, dinner</p>	<p>Dinner</p>
		<p><b>FINAL Day of Travel – Return:</b></p>	<p><b>Prior to Noon</b></p>	<p><b>12:00 noon to 5:59 pm</b></p>	<p><b>6:00 pm and after</b></p>
		<p><b>Meal Allowance</b></p>	<p>Breakfast</p>	<p>Breakfast, lunch</p>	<p>Breakfast, lunch, dinner</p>
<p><b>Rented Vehicles: OSU will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. OSU will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are approved in advance by the OSU representative for reasons that include space requirements or inclement weather conditions. Receipts are required.</b></p>					
<p><b>Airfare: OSU will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts are required.</b></p>					



**Ground Transportation:** Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

**Incidental Expenses:** *Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed.* Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

**Miscellaneous Expenses:** The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the OSU representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

**Unallowed Expenses:** Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g. waiters, taxi drivers, and baggage handlers) are not reimbursable.

**Hosting Expenses:** **If the Statement of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact OSU Business Services for allowable expenses.**

SAMPLE